JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, OCTOBER 2, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

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

2. **Roll Call**

3. **Presentations**

   1. Union Depot Study

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2023-285
      AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District MUC (Mixed-Use Commercial) property as described below and located directly South of the Intersection of W 32nd St and S Nellie Mae.

      Documents:

      CB2023-285SUMMARY.PDF

2023-285REPORT.PDF
2023-285APP.PDF
PLANNING AND ZONING 09-11-23.PDF
2023-285MAP.PDF
CB2023-285.PDF

8. **Consent Agenda**

    1. Minutes Of The September 18, 2023, City Council Meeting

        Documents:

        SEPT 18, 2023 MINUTES.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2023-145
    AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Wolen, LLC, in the amount of Four Hundred Ninety-One Thousand Seven Hundred Thirty and 00/100 Dollars ($491,730.00) for the purchase and installation of upgraded Air Traffic Control Tower (ATCT) equipment at the Joplin Regional Airport; authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and containing an emergency clause.

        Documents:

        GS 2023-145 ATCT EQUIPMENT.PDF
        CB 2023-145 ATCT EQUIPMENT.PDF
        JLN ATCT EQUIPMENT UPGRADE CONTRACT FORMS AND BOND FORMS 9 4 2023.PDF

    2. COUNCIL BILL NO. 2023-146
    AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crossland Construction, Inc., in the amount of Seven Million Nine Hundred Forty-Five Thousand Two Hundred Thirty-Nine and 12/100 Dollars ($7,945,239.12) for Construction of the Aircraft Rescue and Fire Fighting/Snow Removal Equipment (ARFF/SRE) building at the Joplin Regional Airport; authorizing the City Manager or his designee to execute the agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and containing an emergency clause.

        Documents:

        GS 2023-146 ARFF-SRE CONSTRUCTION.PDF
        BID SUMMARY CB 2023-146.PDF

CB 2023-146 ARFF-SRE CONSTRUCTION.PDF
ARFF SRE CONSTRUCTION CROSSLAND CONTRACT.PDF

3. COUNCIL BILL NO. 2023-151
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00) for professional engineering services associated with the MS4 Program and Floodplain Management Support on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and containing emergency clause.

Documents:

CB2023-151 SUMMARY MS4 FLOODPLAIN PROJECT AGENDA.PDF
ORDINANCE MS4 FLOODPLAIN PROJECT - CB2023-151.PDF
CONTRACT- FLOODPLAIN AND MS4 PROGRAM SUPPORT- CITY SIGNATURE.PDF
EXHIBIT MAP FOR COUNCIL BILL 2023-151.PDF

4. COUNCIL BILL NO. 2023-152
AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Reinbold Electric, Inc., in the amount of Four Hundred Twenty-Four Thousand Eight Hundred and 00/100 Dollars ($424,800.00) for the purchase and installation of a new Airport Lighting and Control Management System (ALCMS) at the Joplin Regional Airport; authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2023-152 ALCMS PROJECT.PDF
CB 2023-152 ALCMS PROJECT.PDF
JLN ALCMS UPGRADE CONTRACT FORMS AND BOND FORMS 9 4 2023.PDF

5. COUNCIL BILL NO. 2023-153
AN ORDINANCE authorizing the acceptance of an agreement by and between Crawford, Murphy and Tilley, Inc. for Construction Management services in the not to exceed amount of Six Hundred Thirty-Seven Thousand Eight Hundred Thirty-Two and 44/100 Dollars ($637,832.44) relating to the construction of the Aircraft Rescue and Fire Fighting/Snow Removal Equipment (ARFF/SRE) building at the Joplin Regional Airport; and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2023-153 CMT CM AGREEMENT.PDF
CB 2023-153 CMT CM AGREEMENT.PDF
ARFF CMT CM AGREEMENT.PDF

6. COUNCIL BILL NO. 2023-453
AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2023 and running through September 30, 2024, for the amount of up to Thirty Four Thousand, Seven Hundred Six Dollars and Forty Six Cents ($34,706.46), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2023-453-SUMMARY SHEET.PDF
CB2023-453-COUNCIL BILL.PDF
CB2023-453-SUPPLEMENTAL ITEM CONTRACT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2023-454
AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing August 1, 2023 and running through November 30, 2027, for the amount of up to Two Hundred Thirty-Nine Thousand, Fifty Dollars and No Cents ($239,050.00), to enable the Health Department to establish, expand, train and sustain the public health workforce, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

Documents:

CB2023-454-SUMMARY SHEET.PDF
CB2023-454-SUPPLEMENTAL ITEM CONTRACT.PDF
CB2023-454-COUNCIL BILL.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys; And The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information More Specifically For The Purpose Of Evaluating Certain Council Employees; As Set Forth In Section 610.021(1) (3) RSMo, As Amended, 2020. 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.

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 28th day of September 2023 (RSMo 610.020)

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

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

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

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

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

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

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

8. 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.

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-285 – Zoning District Change

MEETING DATE:
October 2, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 042-23: Property Directly South of the Intersection of W 32nd St and S Nellie Mae – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District MUC (Mixed Use Commercial) – Jimmer Pinjuv

BACKGROUND:
Considering the existing uses and the current zoning of the neighborhood, along with the policies of the Comprehensive Plan, the property is best suited for a variety of future development, which can include low or high density residential, or less intensive commercial, which would all be permitted uses under the MUC zoning.

The purpose of the MUC Zoning District is to closely integrate neighborhoods with small-scale commercial businesses, such as grocery stores or small offices, in a walkable setting.

The change in zoning will not be detrimental to nearby property. The existing neighborhood has a mix of housing including single-family homes and senior living. Wildwood Ranch Subdivision has included MUC development in their plans as well. The existing character and planned development for the neighborhood is for a mix of uses and density to create an integrated, walkable neighborhood.

This property is not shown on the future land use map. However, the proposed development is consistent with the policies of the Comprehensive Plan. Multi-Use neighborhoods, which include low-density and high-density residential, and less intensive commercial, are all suitable land uses for the edges of designated corridors, such as 32nd St.

PLANNING & ZONING COMMISSION TESTIMONY:

Lillian Bryant with OWN Engineering presented the case, representing the owner. They stated they wished to rezone to MUC so that they could develop single-family homes and retail. Mr. Rosenberg asked staff if this was the first-time property had been rezoned to MUC. Mr. Bellairs stated that the Commission had seen this before when part of the Wildwood Ranch Subdivision was rezoned to MUC. Mr. Rosenberg stated he had no objection but did not see where MUC permitted single-family homes. Mr. Bellairs stated that in Article 4 of the zoning code, single-family, duplexes, and multi-family are all permitted under MUC zoning, as well as small scale commercial retail and offices. Mr. Landis asked if there were any covenants or restrictions. Mr. Bellairs stated that there was nothing restricting use besides the zoning.

PUBLIC COMMENT;

There was no public comment in favor or opposition of the rezoning.

RECOMMENDATIONS:

Staff recommends approval of Council Bill 2023-285
Planning & Zoning Commission recommends approval of Case 042-23 (5 in Favor, 2 absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: September 11, 2023
City Council Meeting: October 2, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 042-23 A request to rezone from District R-1 (Single-Family Residential) to District MUC (Mixed-Use Commercial)

LOCATION Property South of the Intersection of W 32nd St and Nellie Mae, Joplin, Missouri 64804

APPLICANT Jimmer Pinjuv

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 10 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	MUC
Land Use	Single-Family Home	Senior Living	Vacant/Single-Family Home	Vacant

FUTURE LAND USE

The property is part of an annexation from 2015, and it is not on the future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 32nd St	Collector	60′
Nellie Mae	Local	45′

UTILITIES

Utilities will need to be extended for future development.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This property is not shown on the future land use map. However, the proposed development is consistent with the policies of the Comprehensive Plan. Multi-Use neighborhoods, which include low-density and high-density residential, and less intensive commercial, are all suitable land uses for the edges of designated corridors, such as 32nd St.

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

The property was annexed into the City as R-1. Jimmer, the owner, is not sure what they are wanting to use the property for. MUC would allow most types of residential development and some commercial. Future development could potentially include either or a mixture of the two.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The existing neighborhood has a mix of housing including single-family homes and senior living. Wildwood Ranch Subdivision has included MUC development in their plans as well. The existing character and planned development for the neighborhood is for a mix of uses and density to create an integrated, walkable neighborhood.

DISCUSSION

Considering the existing uses and the current zoning of the neighborhood, along with the policies of the Comprehensive Plan, the property is best suited for a variety of future development, which can include low or high density residential, or less intensive commercial, which would all be permitted uses under the MUC zoning.

Staff recommends approval of Case 042-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 042-23
Filing Fee: $550.00
Received: 8/4/23
Date Advertised:
Proj. No.: 23-202
Public Hearing Date: 9/11/23

Applicant: Jimmer Pinjuv Phone No.: 417-529-6440

Address: 1032 Antelope Rd, Joplin, MO 64804 Email: jimmer@wwrlife.com

Owner: Jimmer Pinjuv Phone No.: 417-529-6440

Address: 1032 Antelope Rd, Joplin, MO 64804 Email: jimmer@wwrlife.com

Location of Property: Forrest View Lane & W 32nd Street

Present Use of Property: Vacant

Proposed Use of Property: Mixed Use Commercial

Current Zoning: R-1 Requested Zoning: MUC

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	vacant	N/A
South	Single Family Residential	R1
East	nursing home	R1
West	vacant	MUC

Character of the Neighborhood: Mixed commercial and residential

Relationship to Existing Zoning Pattern:

Yes	No	
○	◉	Would proposed change create a small, isolated district unrelated to surrounding districts?
◉	○	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: Current zoning will not allow mixed use of residential and commercial in the same zone.

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
○	◉	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: 32nd Street

Classification of Street(s):

Arterial ☐ Collector ☑ Local ☐

Right-of-Way Width: 90'

Subdivision Platting:

Yes	No	
○	◉	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
◉	○	Completed and signed application.
◉	○	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
◉	○	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
○	◉	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ For Wildwood Ranch LLC **Date:** 7.27.23

JOPLIN | PLANNING & ZONING COMMISSION

MINUTES
MONDAY, SEPTEMBER 11, 2023
4:00 P.M.

The Planning and Zoning Commission met in a regular session, Monday, September 11, 2023. Present were Commission members Mary Anne Phillips, Amia Warren, Benjamin Rosenberg, Rodney McCullough and Cole Landis. Tyler Bellairs and Vicky Copeland represented the Planning, Development and Neighborhood Services Department.

1. **Roll Call:** Vicky Copeland called the roll.

2. **Motion to Excuse:**

MR. LANDIS MOVED TO EXCUSE MR. KIMBLE AND MR. JACKSON. MS. WARREN SECONDED THE MOTION. MOTION CARRIED (5 IN FAVOR, 0 NAY, 2 ABSENT)

3. **Approval of Minutes:**

MR. LANDIS MOVED TO APPROVE THE AUGUST 14, 2023, MINUTES. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED.
(5 IN FAVOR, 0 NAY, 2 ABSENT)

4. **Public Hearings**

Ms. Phillips read the Public Hearing Procedures.

Case 042-23: Rezoning

Property Directly South of the Intersection of W 32nd St and S Nellie Mae-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District MUC (Mixed Use Commercial)-Jimmer Pinjuv

Lillian Bryant, 811 E. 3rd St., Joplin, Missouri. Ms. Bryant stated she was the engineer representing Wildwood Ranch. They were looking to rezone the property from R-1, roughly 10 acres. It was annexed into the City as R-1, and they would like to do mixed use commercial to keep their flexibility with having some single-family homes and also some retail in the future. She asked if there were any questions.

Mr. Rosenberg proposed a question of City Staff. He asked if this was the first time, they have had a MUC request.

Mr. Bellairs stated no actually they have had one in Wildwood Ranch annexation before.

Mr. Rosenberg stated he had no objection except he was reading MUC zoning and he found no housing listed at all.

Mr. Bellairs said the land use table for permitted uses and article four of the zoning code it discussed which uses are permitted where. If you go to the land use table and all residential building most residential building types including single family and duplexes, apartments and different forms of multi-family are permitted as well as small scale commercial, small offices and small retail.

Mr. Landis asked if there were any covenants or restrictions that would restrict that type of use.

Mr. Bellairs asked if he was speaking about the same development that was just referenced.

Mr. Landis stated just in general the vicinity of where the land is located. That area is in Wildwood Ranch. So was there any covenants or restrictions that would restrict it from being anything other than R-1.

Mr. Bellairs stated there was nothing that would restrict it besides the zoning.

Ms. Phillips asked if there were any other questions from the Commission.

There were none.

Ms. Phillips asked if there was any one to speak in favor of Case 042-23.

There were none.

Ms. Phillips asked if there was any one to speak in opposition of Case 042-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 042-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 2 ABSENT)

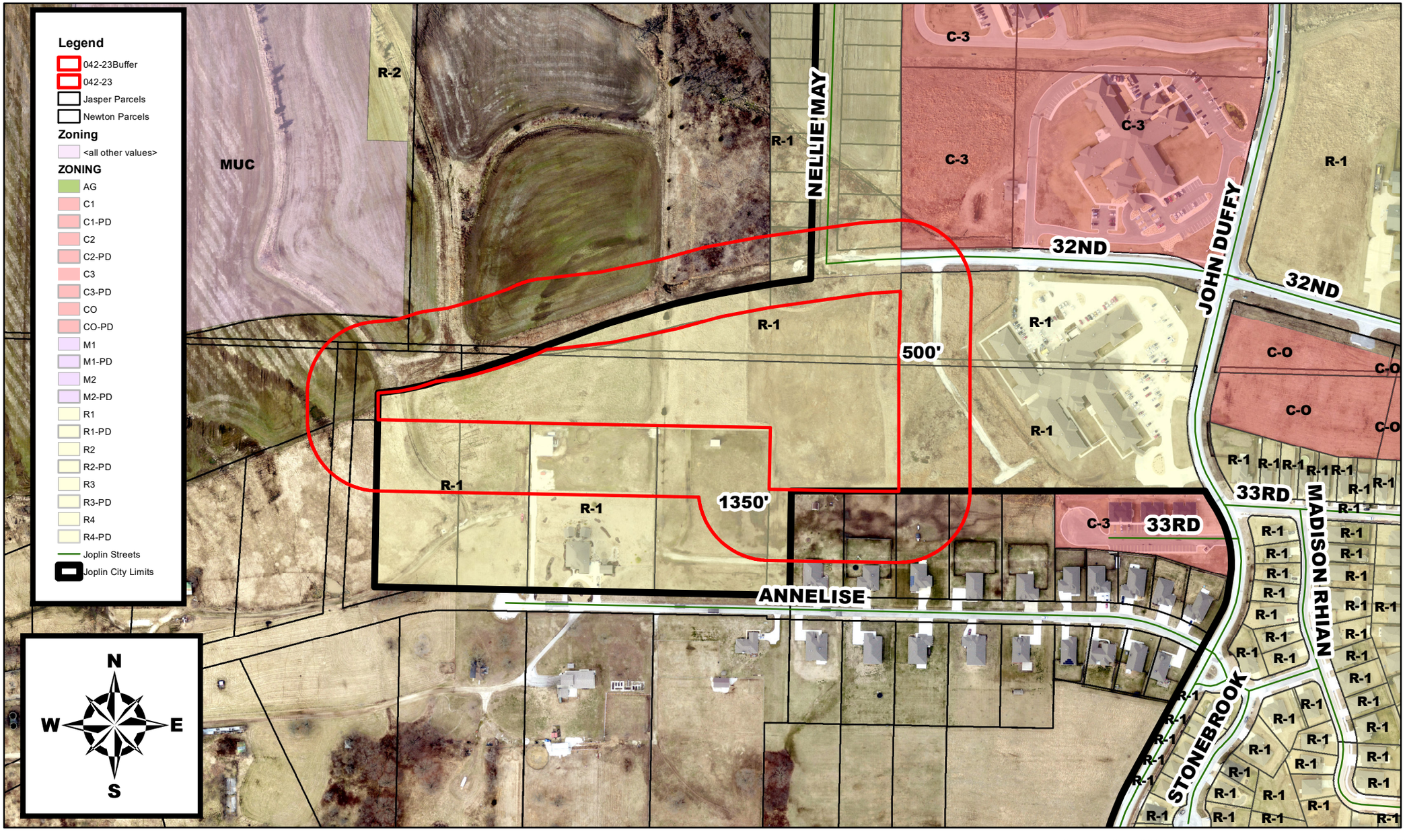
5. Adjournment:

MR. ROSENBERG MOVED, SECONDED BY MS. WARREN TO ADJOURN. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 2 ABSENT)

Approved _____
Drew Kimble, Chairman

Approved _____
Vicky Copeland, Recording Secretary

Case 042-23: Rezoning



Property Directly South of the Intersection of W 32nd St and S Nellie Mae – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District MUC (Mixed Use Commercial) – Jimmer Pinjuv

P & Z Case 042-23
Jimmer Pinjuv
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-285 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District MUC (Mixed-Use Commercial) property as described below and located directly South of the Intersection of W 32nd St and S Nellie Mae.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District MUC (Mixed-Use Commercial).

ALL THAT PART OF THE NORTH HALF (N1/2) OF SECTION 24, TOWNSHIP 27, RANGE 34, AND ALL THAT PART OF LOT 1 OF FOREST VIEW SUBDIVISION, NEWTON COUNTY, MISSOURI, AND THAT PART OF THE SOUTH HALF (S1/2) OF SECTION 13, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE N88°40'30"W ALONG THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 2027.70 FEET TO THE POINT OF BEGINNING;THENCE S00°00'00"W A DISTANCE OF 347.52 FEET;THENCE N88°50'39"W A DISTANCE OF 329.81 FEET; THENCE N01°09'21"E A DISTANCE OF 160.39 FEET; THENCE N88°50'39"W A DISTANCE OF 1080.65 FEET; THENCE N03°12'00"E A DISTANCE OF 236.11 FEET; THENCE S86°40'29"E A DISTANCE OF 264.52 FEET, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 509.78 FEET, WITH A RADIUS OF 1545.00 FEET, WITH A CHORD BEARING OF N83°50'52"E, WITH A CHORD LENGTH OF 507.47 FEET;THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 634.95 FEET, WITH A RADIUS OF 2955.00 FEET, WITH A CHORD BEARING OF N80°33'03"E, WITH A CHORD LENGTH OF 633.73 FEET; THENCE S00°00'00"W A DISTANCE OF 220.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.6 ACRES MORE OR LESS. A location more generally known as Property Directly South of the Intersection of W 32nd St and S Nellie Mae.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
SEPTEMBER 18, 2023
MEETING MINUTES

CALL TO ORDER

The September 18, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Keenan Cortez.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Doug Lawson, Gary Shaw, Phil Stinnett, Kate Spencer, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Absent: Mark Farnham

Motion by Mr. Cortez, second by Mr. DeTar to excuse the absence of Dr. Farnham. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1.

PRESENTATIONS

32nd Street Place Development Update

Drew Snyder, from Woodsonia and Buzz Ball from B&B Theaters presented.

Beautification and Trees Update

Tony Robyn, Assistant City Manager presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

Ready to rock out? Then you'll want to attend Rock-A-Thon - the 24th Annual Gem and Mineral Expo at the Joplin Historical & Mineral Museum this weekend of Friday, September 22 through Sunday, September 24. Come select and crack your own geode, get your mysterious rock identified, and peruse hand-made jewelry, sculpture, and much more with fellow rock hunters and hobbyists.

Admission is free and there will be drawings for door prizes. Hours of the show are 9 a.m. to 5 p.m. on Friday, Sept. 22, and Saturday, Sept. 23, and 9 a.m. to 3 p.m. on Sunday. The event is hosted by the Tri-State Gem and Mineral Society and Joplin Parks and Recreation.

It's back by popular demand and bigger than ever! The Guilty by Association Truck Show is this weekend, Sept 21 - Sept 23, with a majority of the events taking place at 4 State Trucks, south of Exit 4, off I-44.

The excitement for Saturday night is the Big Rig Convoy as they drive to the Street Party at Mercy Park area, at 26th & Maiden Lane. The convoy route and show location will be along West 26th Street. Hundreds of trucks will leave the Joplin Petro area at 6 p.m., heading north on Schifferdecker Avenue to 20th Street. They'll take 20th Street to Main Street, turning right to get to 26th Street where they'll turn right heading to Maiden Lane and the Mercy Park area. Drivers will park their trucks along 26th Street just east of Maiden Lane to approximately Moffet Avenue.

The public is invited to come view the trucks, visit with participants and enjoy the Street Fair and a free concert featuring the Roots & Boots Tour with Aaron Tippin, Sammy Kershaw, and Collin Raye. If planning to attend, bring a lawn chair or blanket for seating. For more info, go to the CVB's website: VisitJoplinMo.com

Just a quick reminder that this week Downtown Joplin Alliance is hosting Third Thursday! This month is hosted by Missouri Southern State University, and they always bring lots of fun energy and enthusiasm to downtown. Hope to see a lot of people there!

Joplin Parks and Recreation invites all Moms and their sons to their Mom-Son Date Night! Moms can treat their favorite guy(s) to an evening of music, games, dancing, buffet dinner, and prizes. A complimentary professional picture is included in the ticket price to commemorate the evening.

This event is offered on Friday, September 29 from 6:30 to 9 p.m. or Saturday, September 30 at 5:30 to 8 p.m. There is a charge of $40 per couple and $20 for an additional son.

For more information or to register, call Joplin Parks & Recreation at 417-625-4750 or visit www.joplinparks.org.

CITIZEN REQUESTS AND PETITIONS

Jennifer Shotwell spoke on update from the Area Agency on Aging Region X- Joplin Senior Center.

Vicki Gray spoke on municipal code clarity and notification procedures of Code Enforcement.

Maurice Filson spoke on motorcycles and unnecessary deaths.
Kathy Martin spoke on homeless issues.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Cortez, second by Ms. Spencer to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1.

Minutes of the September 5, 2023, City Council Meeting

COUNCIL BILL NO. 2023-139 - AN ORDINANCE approving a work authorization with Allgeier, Martin, and Associates in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars ($495,000.00) for professional engineering services associated with the 20th & Malang Lift Station improvements project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2023-135.**

COUNCIL BILL NO. 2023-284 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2023, through October 31, 2024, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City. **Ordinance No. 2023-136.**

RESOLUTIONS

RESOLUTION NO. 2023-013

Mr. Shaw introduced Resolution No. 2023-013 - A RESOLUTION approving a modification to the City of Joplin Purchasing Policy. Motion by Mr. Shaw, second by Mr. Cortez to approve Resolution No. 2023-013 as presented. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-366

Mr. DeTar introduced Council Bill No. 2023-366 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 2119 Manitou St. in the City of Joplin, Missouri, for Six Thousand Four Hundred Ninety dollars ($6,490.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Ms. Spencer that Council Bill No. 2023-366 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-137**.

COUNCIL BILL NO. 2023-452

Mr. Cortez introduced Council Bill No. 2023-452 - AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2023 and running through September 30, 2024, for the amount of up to Seven Hundred Three Thousand, Eight Hundred Ninety One Dollars and no Cents ($703,891.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri: and containing an emergency clause. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2023-452 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-138**.

ORDINANCES – FIRST READING
SECOND AND THIRD READING
UNFINISHED BUSINESS

NEW BUSINESS

Confirm Boards and Commissions Appointments.

Reappointments:

Board of Adjustment - James Pinjuv
CVB - Josh Shackels
Police & Fire Pension Board - Ken Copeland

Appointments:

Board of Adjustment - Chase Kraft
CVB - Dancy Blizzard
Housing Authority Board – Gary Spruce
JIDA - Greg Bowman
Parks and Recreation - Mariah Kraft
Proposition Action Committee – Lisa Nelson
TIF Committee – Nicole Shoaf

Motion by Mr. Cortez, second by Mr. Copple to approve the reappointments and appointments as presented. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1.

Mr. Stinnett would like for the City Manager to look into the cost to do minimal repairs to Memorial Hall.

Mr. Copple would like to solicit public feedback to determine what the options are. Such as the up and ready cost, demolition cost. etc.

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, 2020, 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. Cortez, second by Ms. Spencer to go into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1. The meeting was adjourned at 7:45 p.m.

Respectfully,

Holly Nagy, MRCC, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-145 – An agreement by and between the City of Joplin and Wolen, LLC, for the purchase and installation of upgraded Air Traffic Control Tower (ATCT) equipment at the at the Joplin Regional Airport; and containing an emergency clause.

MEETING DATE
October 2, 2023

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
CB2023-145 Ordinance; Contract Agreement

REVIEWED BY
Director of Public Works: Dan Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and Wolen, LLC, for Four Hundred Ninety-One Thousand Seven Hundred Thirty and 00/100 Dollars ($491,730.00) for the purchase and installation of upgraded ATCT equipment at the Joplin Regional Airport.

BACKGROUND
A request for bidders was advertised for this project on July 22, 2023, for a bid opening date of August 10, 2023. There was one bid received. The total project costs exceeded the engineers estimate. However, the FAA agreed with the airport construction consultant's recommendation to award the contract to Wolen, LLC.

Total project costs for this project and the sister project (installation of a new Airport Lighting and Control Management System) amount to $1,060,310. These costs will be covered by an $860,000 FAA Grant at 100% federal share. The remaining $200,310 will be funded by a Fiscal Year 24 grant at a 95/5 federal to local share. This results in a federal share of $190,295 and local share of $10,015.

FUNDING SOURCE
FAA AIP Grant 3-29-0037-056-2023, Airport Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance related to public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved on an emergency basis to allow construction to begin within FAA funding time limitations.

ATCT PROJECT COSTS
FUNDING SOURCES

ATCT Equipment/ALCMS (Grant 56 BIL FTC 100%, with future grant 58 BIL AIG 95/5)

ALCMS =	$424,800
Tower Equipment =	$491,730
ALCMS engineering =	$61,577
Tower Equipment engineering =	$82,202
Total =	$1,060,310

BIL Grant	$860,000
FY 24 AIP Grant	$190,295
City Local Share	$ 10,015
	Total $1,060,310

***Engineering agreements were previously approved by City Council on July 3, 2023.**

COUNCIL BILL NO. 2023-145 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Wolen, LLC, in the amount of Four Hundred Ninety-One Thousand Seven Hundred Thirty and 00/100 Dollars ($491,730.00) for the purchase and installation of upgraded Air Traffic Control Tower (ATCT) equipment at the Joplin Regional Airport; authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Wolen, LLC, in the amount of Four Hundred Ninety-One Thousand Seven Hundred Thirty and 00/100 Dollars ($491,730.00) for the purchase and installation of upgraded ATCT equipment at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit "A", is hereby approved.

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

Section 3. That fiscal year 2022-2023 budgeted revenue and appropriations as adopted by Ordinance 2022-161 be amended by increasing revenue by the total amount of Eight Hundred Sixty Thousand and 00/100 Dollars ($860,000.00) and by increasing appropriations by the total amount of Nine Hundred Sixteen Thousand Five Hundred Thirty and 00/100 Dollars ($916,530.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenue and appropriations.

Section 6. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved to allow construction to begin within funding time limitations.

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

_____, 2023, by a _____ vote.

_____

Douglas W. Lawson, Mayor

COUNCIL BILL NO. 2023-145

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

PERFORMANCE AND PAYMENT BOND & CONTRACT FORMS

SEPTEMBER 5, 2023

AIR TRAFFIC CONTROL TOWER (ATCT) EQUIPMENT UPGRADE PROJECT

AIP PROJECT NO.: 3-29-0037-056 (2023)

PERFORMANCE BOND	BOND NUMBER
PRINCIPAL *(Legal Name and Business Address)*	
SURETY *(Legal Name and Business Address)*	STATE OF INCORPORATION
PENAL SUM OF BOND *(Expressed in words and numerals)*	CONTRACT DATE

OBLIGATION
KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Joplin, Missouri, 602 S. Main Street, Joplin, MO, 64801**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Air Traffic Control Tower (ATCT) Equipment Upgrade Project

AIP Project No.: 3-29-0037-056 (2023)

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:

a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.

3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

SURETY:

ATTEST: Surety Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Seal) (Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Performance Bond.

ATTEST: Date: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Seal)

PAYMENT BOND	BOND NUMBER
PRINCIPAL *(Legal Name and Business Address)*	
SURETY *(Legal Name and Business Address)*	STATE OF INCORPORATION
PENAL SUM OF BOND *(Expressed in words and numerals)*	CONTRACT DATE

OBLIGATION
KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Joplin, Missouri, 602 S. Main Street, Joplin, MO, 64801,** as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Air Traffic Control Tower (ATCT) Equipment Upgrade Project

AIP Project No.: 3-29-0037-056 (2023)

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract

2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfying obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: _____
(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

SURETY:

ATTEST:

Signature: _____

Name and Title: _____
(Affix Seal)

Surety Name: _____

Signature: _____

Name and Title: _____
(Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond.

ATTEST:

Signature: _____

Name and Title: _____
(Affix Seal)

Date: _____

Signature: _____

Name and Title: _____

FORM OF
CONTRACT AGREEMENT
City of Joplin, MO

AIR TRAFFIC CONTROL TOWER (ATCT) EQUIPMENT UPGRADE PROJECT

AIP Project No.: 3-29-0037-056 (2023)

THIS AGREEMENT, made as of this _____ day of _____, 20_____, is

BY AND BETWEEN

the OWNER: Name: **CITY OF JOPLIN, MO**

Address: **CITY HALL**
602 S. MAIN STREET
4TH FLOOR

City/State/Zip Code: **JOPLIN, MO 64703**

And the CONTRACTOR: Name: **Wolen, LLC**

Address: **605 W. California Ave.**

City/State/Zip Code: **Absecon, NJ 08201**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements **at Joplin Regional Airport** generally described as follows:

Air Traffic Control Tower (ATCT) Equipment Upgrade Project

AIP Project No.: 3-29-0037-056 (2023)

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR (or INDIVIDUAL OR CORPORATION) agree as follows:

Article 1 – Work
It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents
CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized

change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price
In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

$Four Hundred Ninety-One Thousand Seven Hundred and Thirty dollars and no cents. ($491,730.00)
(Amount in Written Words) (Amount in Numerals)

subject to the following:

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement.

b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities.

c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER.

d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment
Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time
The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed for the equipment installation phase. The CONTRACTOR further agrees to complete said work within **thirty calendar days (30)** of the commencement date stated within the Notice-to-Proceed.

The CONTRACTOR in good faith acknowledges prosecuting the work without delay is implicit to the Contract. A separate Notice to Proceed will be issued for material procurement before the equipment installation phase Notice to Proceed is issued.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a

formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages
The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **$500.00 per day for each calendar day** required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that:

a. the OWNER has the right to deduct from any moneys due to the CONTRACTOR the amount of said liquidated damages.

b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations
The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications
The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following:

a. **Certification of Eligibility (29 CFR Part 5.5)**

i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the US Criminal Code 18 USC.

b. **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**
The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work.

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER.

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties.

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Crawford, Murphy & Tilly, Inc.
One S. Memorial Drive
Gateway Tower, Suite 500
St. Louis, MO 63102

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER	**CONTRACTOR**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
_____	_____
By: _____	By: _____
Signature	*Signature*
_____	_____
Title of Representative	*Title of Representative*
ATTEST:	ATTEST
By: _____	By: _____
Signature	*Signature*
_____	_____
Title	*Title*

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BID PROPOSAL BOOKLET FORM

ATCT EQUIPMENT UPGRADE PROJECT
BID PROPOSAL AND BUY AMERICAN FORMS
JULY 19, 2023

15 PAGES

RETURN ALL 15 PAGES WITH BID

RETURN WITH BID

BID PROPOSAL FORM

JULY 19, 2023

City of Joplin, MO

PROJECT NUMBER:
AIP No. 3-29-0037-0056 (2023)

TO: The City of Joplin, Missouri

The undersigned, in compliance with the request for bids for the construction of the following project:

ATCT EQUIPMENT UPGRADE PROJECT

AIP PROJECT NO. 3-29-0037-056

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

RETURN WITH BID

BIDDING FORM

BASE BID							
BID ITEM NO.	PAY ITEM NUMBER	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
1	SP-1.1	ATC Equipment Upgrades	1 LS	491,730	00	491,730	00
TOTAL							

TOTAL PROJECT COST - In Numerals $ 491,730.00

TOTAL PROJECT COST - In Words $ FOUR HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED THIRTY AND NO/CENTS

RETURN WITH BID

ACKNOWLEDGEMENTS BY BIDDER

a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".

b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.

c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount equivalent to 5% of the total bid amount including any alternate bid items. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.

e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **one hundred and twenty (120)** calendar days from the stated date of the bid opening.

f. The undersigned agrees that upon written notice of the award of the contract, they will execute the contract, payment, and performance bonds within fifteen (15) days of the notice-of-award or shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the project installation within **thirty (30)** calendar days from the commencement date specified in the Notice-to-Proceed.

The undersigned acknowledges in good faith the expected procurement time is 6 months or less although with supplier justification acceptable to the owner, a longer time can be allowed.

h. The undersigned acknowledges and accepts that for each and every Calendar day the project installation time remains incomplete beyond the awarded contract time of performance, the Contractor shall pay the non-penal amount of **$1,000.00 per calendar day** as a liquidated damage to the OWNER. Liquidaed damages do not apply to material procurement.

i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract at least **four (4.0%) percent** of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating

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to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then **the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces**, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.

j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.

k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.
2. Has 50 or more employees.
3. Is a prime contractor or first tier subcontractor.
4. There is a contract, subcontract, or purchase order amounting to $50,000 or more

l. The undersigned acknowledges receipt of the following addenda:

Addendum No. 01, dated 8/3/23	Date Received 8/4/23
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____

m. Buy American. The prime Contractor with this assures that they will conform to the FAA Buy American Requirements and submit the required Buy American documents, including the checklist and Cost Calculation forms. Appendix A, Buy American Requirements and Worksheets, and Appendix B, Contract Provision Guidelines for Obligated Sponsor and Airport Improvement Program Projects, summarize Buy American requirements.

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.

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b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

c. The BIDDER has fully informed themselves of the project site (or building), the project site (or building) conditions and the surrounding area.

d. The BIDDER has familiarized themselves of the requirements of working on an operating airport with security and limited access conditions and understands the conditions that may in any manner affect cost, progress or performance of the work.

e. The BIDDER has correlated their observations with that of the project documents.

f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.

g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.

h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATION BY BIDDER

a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation.

b. The prime bidder will include the below federal contract provisions in agreements involving any tier subcontractor employed by the prime contractor on this project.

c. Bidders are hereby notified by reference that Federal Contract Provisions are included in this solicitation. The federal contract provisions are located in Appendix B, Federal Contract Provisions and consist of the following:

1. Access to Records and Reports
2. Affirmative Action Requirement: 41 CFR Part 60-4 and EO 11246
3. Breach of Contract Terms: 2 CFR 200, Appendix II(A)
4. Buy American Preference: 49 USC 50101
5. Civil Rights – General &
6. Civil Rights Title VI Assurances: 49 USC § 47123, Solicitation Notice, Nondiscrimination Requirements Contract Clauses and Pertinent Authorities
7. Clean Air and Water Pollution
8. Contract Workhours and Safety Standards Act Requirements: 2 CFR, 200 Appendix II (E)
9. Copeland' Anti-Kickback' Act
10. Davis Bacon Requirements: 2 CFR Part 5
11. Debarment and Suspension: 2 CFR Part 180, Subpart C; 2 CFR Part 1200; DOT Order 4200.5
12. Disadvantaged Business Enterprise 49 CFR Part 26

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13. Distracted Driving: EO 13513
14. Domestic Preferences for Procurements
15. Equal Employment Opportunity (EEO): 2 CFR 200
16. Federal Fair Labor Standards Act (Federal Minimum Wage)
17. Trade Restriction: 49 CFR Part 30
18. Lobbying and Influencing Federal Employees: Appendix A to 49 CFR Part 20
19. Occupational Safety and Health Act of 1970
20. Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment
21. Prohibition of Segregated Facilities
22. Procurement of Recovered Materials: 40 CFR Part 247
23. Rights to Inventions
24. Seismic Safety
25. Tax delinquency and Felony Convictions
26. Termination of Contract
27. Veteran's Preferences

c. Compliance with the Work Authorization Law (as required by Section 285.530, Revised Statues of Missouri)

For all contracts which include state or local funds in excess of $5,000, the Bidder, by submission of an offer and by signing the Worker Eligibility Verification Affidavit for All Contract Agreements in Excess of $5,000, certifies that it:

1. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

2. has enrolled and actively participates in a federal work authorization program.

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT AGREEMENTS IN EXCESS OF $5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF NEW JERSEY)
) ss
COUNTY OF ATLANTIC)

On this 8TH day of AUGUST, 2023, before me appeared PAUL WOLOWNIK, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is PAUL WOLOWNIK, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state or any of its political subdivisions to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the MANAGING MBR. (title) of WOLEN, LLC (business name), and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within contract agreement. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Paul Wolownik
(Affiant Signature)

CHRISTINA DOUGHERTY
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50141291
MY COMMISSION EXPIRES OCT. 22, 2025

Subscribed and sworn to before me this 8th day of August, 2023.

Christina Dougherty
(Notary Public)

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable

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enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The information shown in this section must be completed when a DBE contract goal has been established. The percentage must equal or exceed the DBE contract goal. If the percentage is below the contract goal, then the bidder must submit complete written documentation of good faith efforts taken to meet the DBE contract goal. The prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract at least **four (4.0%) percent** of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal.

a. The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

(A) DBE Name and Address	(B) Bid Item Number(s) Or Work Performed	(C) Dollar Value of DBE Work **	(D) Percent Applicable to DBE Goal (100%, 60%)	(E) Dollar Amount Applicable to DBE Goal (C x D)	(F) Percent of Total Contract (C / Total Contract Amount)
TOTAL DBE PARTICIPATION				$ 0,00	0.0 %

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**Cannot exceed contract amount for given item of work.
Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm
Merchant wholesalers (supply) are credited at 60%.
Brokered services will only receive credit for fees.

(Please reproduce the above sheet if additional space is needed.)

THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED IN THE ORIGINAL BOUND PROJECT MANUAL.

SIGNATURE OF BIDDER

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

( ) sole individual (✓) partnership ( ) joint venture

( ) corporation, incorporated under the laws of state of _____.

Executed by bidder this 8th day of AUGUST 2023.

Name of individual, all partners or joint venturers:	Address of each:
PAUL J WOLOWNIK	605 W. CALIFORNIA AVE, ABSECON, NJ 08201
PAUL E WOLOWNIK	" "

doing business under the name of:	Address of principal place of business in Missouri:
WOLEN, LLC	NONE
(If using a fictitious name, show this name above in addition to legal names)	
(If a corporation, show its name above)	

ATTEST: (SEAL)

_____	Paul J Wolownik, MANAGING
(Signature) Secretary	(Signature) (Title) MEMBER
_____	PAUL J WOLOWNIK
Please print name	Please print name

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under

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the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo.

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FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

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Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

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[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.

b) To faithfully comply with providing U.S. domestic product.

c) To furnish U.S. domestic product for any waiver request that the FAA rejects.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition

Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

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False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

8/8/2023
Date

Paul J. Wolowski
Signature

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-146 – An agreement by and between the City of Joplin and Crossland Construction, Inc., for the Construction of an Aircraft Rescue and Fire Fighting and Snow Removal Equipment building (ARFF/SRE) at the Joplin Regional Airport; and containing an emergency clause.

MEETING DATE
October 2, 2023

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
CB2023-146 Ordinance; Bid Summary; Contract Agreement

REVIEWED BY
Director of Public Works: Dan Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and Crossland Construction, Inc., for Seven Million Nine Hundred Forty-Five Thousand Two Hundred Thirty-Nine and 12/100 Dollars ($7,945,239.12) for the Construction of the ARFF/SRE building at the Joplin Regional Airport.

BACKGROUND
A request for bidders was advertised for this project on April 19, 2023, for a bid opening date of May 25, 2023. There were three bids received. However, there was a bid protest by one of the bidders and the decision was made to rebid the project. A second request for bidders was advertised on June 30, 2023, for a bid opening date of July 21, 2023. Three bids were received all within the engineers estimate. The airport construction consultant recommended the city award the contract to Crossland Construction, Inc. The FAA concurred with that recommendation.

Total project costs for this project amount to $8,681,710. These costs will be covered 95/5 federal to local share with two grants which results in the federal share of $8,226,537 and a local share of $455,173. The local share includes an additional $22,198 for the costs to rebid the project which are not eligible for reimbursement under FAA guidelines.

FUNDING SOURCE
FAA AIP Grants 3-29-0037-054-2023 and 3-29-0037-055-2023, Airport Fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance related to public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved on an emergency basis to allow execution of the agreement within FAA funding time limitations.

ARFF/SRE Cost Breakdown
Funding Sources

ARFF (Grant 54 AIP Entitlement/Discretionary 95/5)

ARFF Cost =		$6,223,989
Construction Management =		$615,634
IFE =		$3,000
	Total =	$6,842,624

SRE (Grant 55 BIL AIG 95/5)

SRE		$1,721,250
SRE Design Amendment		$95,638
	Total =	$1,816,888

Additional Local Cost - Bid Management Fee (Rebid) = $22,198

Total Project Cost = $8,681,710

BID SUMMARY

PROJECT: Aircraft Rescue and Fire Fighting and Snow Removal Equipment building (ARFF/SRE)

DATE OF BID OPENING: May 25th, 2023

CONTRACTOR	BID
Branco	$8,577,000.00
Home Center Construction	$8,843,391.50
Crossland Construction	$7,945,239.12
Engineers Estimate	$8,829,118.16

COUNCIL BILL NO. 2023-146 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crossland Construction, Inc., in the amount of Seven Million Nine Hundred Forty-Five Thousand Two Hundred Thirty-Nine and 12/100 Dollars ($7,945,239.12) for Construction of the Aircraft Rescue and Fire Fighting/Snow Removal Equipment (ARFF/SRE) building at the Joplin Regional Airport; authorizing the City Manager or his designee to execute the agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Crossland Construction, Inc., in the amount of Seven Million Nine Hundred Forty-Five Thousand Two Hundred Thirty-Nine and 12/100 Dollars ($7,945,239.12) for Construction of the Aircraft Rescue and Fire Fighting/Snow Removal Equipment (ARFF/SRE) building at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit "A", is hereby approved.

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

Section 3. That fiscal year 2022-2023 budgeted revenue and appropriations as adopted by Ordinance 2022-161 be amended by increasing revenue by the total amount of Eight Million Two Hundred Twenty-Six Thousand Five Hundred Thirty-Seven and No Cents ($8,226,537.00) and by increasing appropriations by the total amount of Eight Million Six Hundred Eighty-One Thousand Seven Hundred Ten Dollars and No Cents ($8,681,710.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenue and appropriations.

Section 5. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved to allow construction services to be completed within funding time limitations.

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

_____, 2023, by a _____ vote.

_____

Douglas W. Lawson, Mayor

COUNCIL BILL NO. 2023-146

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

PERFORMANCE AND PAYMENT BOND & CONTRACT FORMS

SEPTEMBER 18, 2023

AIRCRAFT RESCUE FIRE FIGHTING (ARFF) & SNOW REMOVAL EQUIPMENT (SRE) FACILITY DEVELOPMENT

AIP PROJECT NO.: 3-29-0037-054 (2023)

BIL PROJECT NO. 3-29-0037-055 (2023)

PERFORMANCE BOND	BOND NUMBER
PRINCIPAL *(Legal Name and Business Address)*	
SURETY *(Legal Name and Business Address)*	STATE OF INCORPORATION
PENAL SUM OF BOND *(Expressed in words and numerals)*	CONTRACT DATE

OBLIGATION
KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Joplin, Missouri, 602 S. Main Street, Joplin, MO, 64801**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Aircraft Rescue Fire Fighting (ARFF) & Snow Removal Equipment (SRE) Facility Development

AIP Project No.: 3-29-0037-054 (2023)
BIL Project No.: 3-29-0037-055 (2023)

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:

    a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.

3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST: Corporate Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST: Surety Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Seal) (Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Performance Bond.

ATTEST: Date: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Seal)

PAYMENT BOND	BOND NUMBER
PRINCIPAL *(Legal Name and Business Address)*	
SURETY *(Legal Name and Business Address)*	STATE OF INCORPORATION
PENAL SUM OF BOND *(Expressed in words and numerals)*	CONTRACT DATE

OBLIGATION
KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Joplin, Missouri, 602 S. Main Street, Joplin, MO, 64801,** as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Aircraft Rescue Fire Fighting (ARFF) & Snow Removal Equipment (SRE) Facility Development

AIP Project No.: 3-29-0037-054 (2023)
BIL Project No.: 3-29-0037-055 (2023)

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract

2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: _____
(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

SURETY:

ATTEST:

Signature: _____

Name and Title: _____
(Affix Seal)

Surety Name: _____

Signature: _____

Name and Title: _____
(Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond.

ATTEST:

Signature: _____

Name and Title: _____
(Affix Seal)

Date: _____

Signature: _____

Name and Title: _____

FORM OF
CONTRACT AGREEMENT
City of Joplin, MO

Aircraft Rescue Fire Fighting (ARFF) & Snow Removal Equipment (SRE) Facility Development

AIP Project No.: 3-29-0037-054 (2023)
BIL Project No. 3-29-0037-055 (2023)

THIS AGREEMENT, made as of this _____ day of _____, 20_____, is

BY AND BETWEEN

the **OWNER:**	Name:	**CITY OF JOPLIN, MO**
	Address:	**CITY HALL** **602 S. MAIN STREET** **4TH FLOOR**
	City/State/Zip Code:	**JOPLIN, MO 64703**
And the **CONTRACTOR**:	Name:	**CROSSLAND CONSTRUCTION COMPANY, INC.**
	Address:	**833 S. AVE** **PO BOX 45**
	City/State/Zip Code:	**COLUMBUS, KANSAS 66725**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements **at Joplin Regional Airport** generally described as follows:

Aircraft Rescue Fire Fighting (ARFF) And Snow Removal Equipment (SRE) Facility Development

AIP Project No.: 3-29-0037-054 (2023)
BIL Project No. 3-29-0037-055 (2023)

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work
It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents
CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are

complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price
In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Seven Million, Nine Hundred and Forty Five Thousand, Two Hundred and Thirty Nine Dollars and 12 cents
(Amount in Written Words)

($7,945,239.12)
Amount in Numerals

Subject to the following:

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement.

b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities.

c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER.

d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment
Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time
The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **three hundred and ninety five (395) calendar days** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages
The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **Three thousand dollars** (**$3,000.00) per day for each calendar day** required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that:

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages.

b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations
The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications
The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following:

a. **Certification of Eligibility (29 CFR Part 5.5)**

i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the US Criminal Code 18 USC.

b. **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**
The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work.

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER.

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties.

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Crawford, Murphy & Tilly, Inc.
One Memorial Drive
Gateway Tower, Suite 500
St. Louis, MO 63102

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have **executed five (5) copies** of this Agreement on the day and year first noted herein.

OWNER	**CONTRACTOR**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
_____	_____
By: _____	By: _____
Signature	*Signature*
_____	_____
Title of Representative	*Title of Representative*
ATTEST:	ATTEST
By: _____	By: _____
Signature	*Signature*
_____	_____
Title	*Title*

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BID PACKET

BID PROPOSAL & BUY AMERICAN FORMS

FOR BID PLAN SET DATED JUNE 28, 2023

20 PAGES

RETURN ALL 20 PAGES WITH BID

RETURN WITH BID

BID PROPOSAL FORM

JULY 14, 2023

City of Joplin, MO

PROJECT NUMBERS:
AIP 3-29-0037-054 - 2023
BIL No. 3-29-0037-0055 - 2023

TO: The City of Joplin, Missouri

The undersigned, in compliance with the request for bids for the construction of the following project:

AIRCRAFT RESCUE FIRE FIGHTING (ARFF) & SNOW REMOVAL EQUIPMENT (SRE) FACILITY DEVELOPMENT

AIP PROJECT NO. 3-29-0037-054
BIL PROJECT NO. 3-29-0037-055

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

RETURN WITH BID

BASE BID

RETURN WITH BID

BASE BID							
BID ITEM NO.	PAY ITEM NUMBER	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
1	C-102-5.1	SILT FENCE	1,000 LF	4	36	4,360.	00
2	C-102-5.2	INLET PROTECTION	7 EA	272	00	1,904	00
3	C-102-5.3	DITCH CHECKS	3 EA	272	00	816	00
4	P-101-4.1	3" ASPHALT PAVEMENT REMOVAL	446 SY	27	08	12,077	68
5	P-101-4.2	UTILITY TRENCH PAVEMENT REMOVAL AND REPLACEMENT	40 SY	381	49	15,259	60
6	P-152-4.1	UNCLASSIFIED EXCAVATION	5,311 CY	31	70	168,358	70
7	P-152-4.2	UNDERCUT EXCAVATION	500 CY	36 PM	98	18,490	00
8	9-154-5.1	12" SUBBASE COURSE	6,763 SY	29.01 PM ~~129~~	~~22~~ PM	~~196,194.64~~ 196,194.63 PM	~~00~~ PM
9	P-209-5.1	6" CRUSHED AGGREGATE BASE COURSE	4,303 SY	9	77	42,040	31
10	P-209-5.2	12" CRUSHED AGGREGATE BASE COURSE	400 SY	70	30	28,120	00
11	MO-209-5.3	4" CRUSHED AGGREGATE BASE COURSE	70 SY	15	35	1,074	50
12	MO-401-5.1	3" ASPHALT SURFACE COURSE	400 TON	203	82	81,528	00
13	MO-403-5.1	3" ASPHALT BASE COURSE	70 TON	165	67	11,596	90
14	P-501-8.1	PORTLAND CEMENT CONCRETE – 8"	4.080 SY	79	40	323,952	00

BASE BID							
BID ITEM NO.	PAY ITEM NUMBER	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		EXTENSION	
15	P-501-8.2	4" PCC SIDEWALK	67 SY	79	11	5,300	37
16	P-501-8.3	TYPE CG-1 CURB AND GUTTER	89 LF	37	72	3,357	08
17	P-501-8.4	ADA CURB RAMP	1 EA	897	00	897	00
18	P-602-5.1	EMULSIFIED ASPHALT PRIME COAT	216 GAL	7	08	1,529	28
19	P-603-5.1	EMULSIFIED ASPHALT TACK COAT	365 GAL	6	81	2,485	65
19	P-620-5.1	PAVEMENT MARKING (WHITE)	675	10	90	7,357	50
20	P-620-5.2	PAVEMENT MARKING (YELLOW)	200	16	35	3,270	00
21	P-620-5.3	PAVEMENT MARKING (BLUE ADA SYMBOL	1	33	00	33	00
22	D-701-5.1	24" RCP STORM DRAIN	330 LF	149	40	49,302	00
23	D-701-5.2	12" SOLID WALL DRAIN PIPE	615 LF	63	69	39,169	35
24	D-751-5.1	INLET	3 EA	10,310	00	30,930	00
25	F-162-5.1	CHAIN LINK FENCE REMOVAL	236	16	62	3,922	32
26	F-162-5.2	8' AIRPORT PERMANENT AIRPORT CHAIN LINK FENCE WITH BARBED WIRE	561 LF	81	27	45,592	47
27	F-162-5.3	8' AIRPORT TEMPORARY TEMPORARY CHAIN LINK FENCE WITH BARBED WIRE	2,317 LF	50	09	116,058	53
28	F-162-5.4	NEW 24' WIDE, 8' CHAIN LINK FENCE GATE	1 LS	18,858	00	18,858	00

RETURN WITH BID

BASE BID							
BID ITEM NO.	PAY ITEM NUMBER	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		EXTENSION	
29	T-901-5.1	SEEDING	3 AC	2,725	00	8,175	00
30	T-908-5.1	MULCHING	3 AC	2,725	00	8,175	00
31	L-108-5.1	#8 XLP USE WIRE	800 LF	2	75	2,200	00
32	L-110-5.1	2 – 4" PVC SCH. 80 CONDUIT, DIRECT BURIED	810 LF	106	43	86,208	30
33	L-110-5.2	1" PVC SCH. 80 CONDUIT, DIRECT BURIED	20 LF	39	67	793	40
34	L-110-5.3	2" PVC SCH. 80 CONDUIT DIRECT BURIED	350 LF	30	39	10,636	50
35	L-115-5.1	ELECTRICAL HANDHOLE – 24"X24" CONCRETE	1 EA	1,487	80	1,487	80
36	L-125-5.1	NEW MANDATORY RUNWAY HOLD SIGN W/CONCRETE BASE	1 EA	24,400	00	24,400	00
37	L-125-5.2	ROADWAY SIGNAGE	4 EA	817	00	3,268	00
38	SP-1-5.1	SANITARY SERVICE - SELF-CONTAINED LOCAL SEPTIC SYSTEM	1 LS	81,746	00	81,746	00
39	SP-2-5.1	10" PVC WATER PIPE	625 LF	55	81	34,881	25
40	SP-2-5.2	2.5" PVC WATER LINE	15 LF	43	60	654	00
41	SP-2-5.3	FIRE HYDRANT AND RELATED ITEMS	1 EA	7,848	00	7,848	00
42	SP-2-5.4	WATER SYSTEM VALVE VAULT	1 LS	8,720	00	8,720	00

RETURN WITH BID

BASE BID							
BID ITEM NO.	PAY ITEM NUMBER	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		EXTENSION	
43	SP-3-5.1	BOLLARDS WITH PLASTIC COVER	26 EA	994	00	25,844	00
44	SP-4-5.1	ALLOWANCE FOR TOTAL ELECTRONICS INC.	1 LS	$68,000	00	$68,000	00
45	SP-4-5.2	COMMUNICATION SYSTEM ROUGH IN	1 LS	46,129	00	46,129	00
46	SP-5-5.1	ARFF BUILDING	1 LS	4,570,988	00	4,570,988	00
47	SP-5-5.2	SRE BUILDING	1 LS	1,721,250	00	1,721,250	00

TOTAL PROJECT COST - In Numerals $ 7,945,240.12

TOTAL PROJECT COST - In Words $ Seven million nine hundred forty-five thousand, two hundred forty dollars and twelve cents

RETURN WITH BID

ACKNOWLEDGEMENTS BY BIDDER

a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".

b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.

c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount equivalent to 5% of the total bid amount including any alternate bid items. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.

e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **one hundred and twenty (120)** calendar days from the stated date of the bid opening.

f. The undersigned agrees that upon written notice of the award of the contract, they will execute the contract, payment, and performance bonds within fifteen (15) days of the notice-of-award or shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **three hundred and ninety five (395)** calendar days from the commencement date specified in the Notice-to-Proceed.

h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the awarded contract time of performance, the Contractor shall pay the non-penal amount of **$3,000.00 per calendar day** as a liquidated damage to the OWNER.

i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract at least **four (4.0%) percent** of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then **the prime contractor must perform at least thirty percent (30%) of the total contract value work with**

RETURN WITH BID

its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.

j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.

k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.
2. Has 50 or more employees.
3. Is a prime contractor or first tier subcontractor.
4. There is a contract, subcontract, or purchase order amounting to S50,000 or more

l. The undersigned acknowledges receipt of the following addenda:

Addendum No. 1, dated 07/14/23	Date Received 07/14/23
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____

m. Buy American. The prime Contractor with this assures that they will conform to the FAA Buy American Requirements and submit the required Buy American documents, including the checklist form in this bid package dated 7 14 2023. Within 3 week after the bid opening the Contractor must submit the FAA detailed Cost Calculation forms with a breakdown of the Buy American for all component parts of the project.

Appendix B, Buy American Preference Requirements and Worksheets, and Appendix C, Contract Provision Guidelines for Obligated Sponsor and Airport Improvement Program (AIP) Projects, summarize the (FAA) Buy American requirements. The AIP Buy American preference does NOT recognize US trade agreements such as NAFTA. The American Recovery and Reinvestment Act (ARRA) does not satisfy the AIP Buy American requirement.

RETURN WITH BID

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.

b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.

d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work

e. The BIDDER has correlated their observations with that of the project documents.

f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.

g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.

h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATION BY BIDDER

a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation.

b. Compliance With Federal Provisions as detailed in Part II, General Construction Items, Part A, Federal Provisions:

1. Access to Records and Reports
2. Affirmative Action Requirement: 41 CFR Part 60-4 and EO 11246
3. Breach of Contract Terms: 2 CFR 200, Appendix II(A)
4. Buy American Preference: 49 USC 50101
5. Civil Rights – General & Title VI Assurances: 49 USC § 47123
6. Clean Air/Water Pollution
7. Contract Workhours and Safety Standards Act Requirements: 2 CFR, 200 Appendix II (E)
8. Copeland' Anti-Kickback' Act
9. Davis Bacon Requirements: 2 CFR Part 5
10. Debarment and Suspension: 2 CFR Part 180, Subpart C; 2 CFR Part 1200; DOT Order 4200.5

RETURN WITH BID

11. Disadvantaged Business Enterprise 49 CFR Part 26
12. Distracted Driving: EO 13513
13. Equal Employment Opportunity (EEO): 2 CFR 200
14. Federal Fair Labor Standards Act (Federal Minimum Wage)
15. Foreign Trade Restriction: 49 CFR Part 30
16. Lobbying and Influencing Federal Employees: Appendix A to 49 CFR Part 20
17. Occupational Safety and Health Act of 1970
18. Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment
19. Prohibition of Segregated Facilities
20. Procurement of Recovered Materials: 40 CFR Part 247
21. Rights to Inventions
22. Seismic Safety
23. Tax delinquency and Felony Convictions
24. Termination of Contract
25. Veteran's Preferences

c. Compliance with the Work Authorization Law (as required by Section 285.530, Revised Statues of Missouri)

For all contracts which include state or local funds in excess of $5,000, the Bidder, by submission of an offer and by signing the Worker Eligibility Verification Affidavit for All Contract Agreements in Excess of $5,000, certifies that it:

1. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

2. has enrolled and actively participates in a federal work authorization program.

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

RETURN WITH BID

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT AGREEMENTS IN EXCESS OF $5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Kansas)
) ss
COUNTY OF Cherokee)

On this 21st day of July, 20 23, before me appeared Ivan Crossland Jr., personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Ivan Crossland Jr., and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state or any of its political subdivisions to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the CEO (title) of Crossland Construction Company, Inc. (business name), and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within contract agreement. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Ivan Crossland
(Affiant Signature)

Subscribed and sworn to before me this 21st day of July, 20 23.

Paige N. Melaven
(Notary Public)

My commission expires: 01/22/2024

PAIGE N. MELAVEN
Notary Public - State of Kansas
My Appt. Expires 01/22/2024

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[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

RETURN WITH BID

Company ID Number: 57201

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Crossland Construction Company, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Crossland Construction Company, Inc.

Beverly G Davis	
Name (Please type or print)	Title
Electronically Signed	**10/03/2007**
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 57201

USCIS Verification Division

Name (Please type or print)	Title
Electronically Signed	**10/03/2007**
Signature	Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The information shown in this section must be completed when a DBE contract goal has been established. The percentage must equal or exceed the DBE contract goal. If the percentage is below the contract goal, then the bidder must submit complete written documentation of good faith efforts taken to meet the DBE contract goal. The prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract at least **four (4.0%) percent** of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal.

a. The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

(A) DBE Name and Address	(B) Bid Item Number(s) Or Work Performed	(C) Dollar Value of DBE Work **	(D) Percent Applicable to DBE Goal (100%, 60%)	(E) Dollar Amount Applicable to DBE Goal (C x D)	(F) Percent of Total Contract (C / Total Contract Amount)
			TOTAL DBE PARTICIPATION	$	%

**Cannot exceed contract amount for given item of work.
Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm
Merchant wholesalers (supply) are credited at 60%.
Brokered services will only receive credit for fees.

(Please reproduce the above sheet if additional space is needed.)

RETURN WITH BID

THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED IN THE BID PACKET CONSISTING OF 20 PAGES.

SIGNATURE OF BIDDER

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

( ) sole individual ( ) partnership ( ) joint venture

(x) corporation, incorporated under the laws of state of Kansas.

Executed by bidder this 21st day of ~~June~~ July 2023.

Name of individual, all partners or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names)

Crossland Construction Company, Inc.
(If a corporation, show its name above)

ATTEST: (SEAL)

(Signature) Secretary

(Signature) (Title)

Travis Sills
Please print name

Ivan Crossland Jr., CEO
Please print name

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under

RETURN WITH BID

the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo.

RETURN WITH BID

No. F00257723

STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

Certificate of Authority

WHEREAS, CROSSLAND CONSTRUCTION COMPANY, INC.

(using in Missouri the name CROSSLAND CONSTRUCTION COMPANY, INC.

incorporated under the Laws of the State of KANSAS for a term

of PERPETUAL years and now in existence and in good standing in said State has filed in the office of the Secretary of State, duly authenticated evidence of its incorporation, as provided by law, and has, in all respects, complied with the requirements of General and Business Corporation Law governing Foreign Corporations;

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, by virtue of the authority vested in me, do hereby certify that said corporation is from the date hereof duly authorized to carry on the business of

SEE APPLICATION

in the State of Missouri, and is entitled to all rights and privileges granted to Foreign Corporations under The General and Business Corporation Law; that the entire amount of its stated capital and surplus is 169,913.83 and 10,000.00 of the amount of stated capital of said corporation is represented by 100 common @$100.00

that the proportion of stated capital and surplus represented in Missouri is $ 15,292.24

and that its registered office in Missouri is located at 112 N. Webb St., Webb City, MO. 64870
P.O.Box 647

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 2nd day of November, 19 83

Secretary of State

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

A1.1.1 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

WITH BID

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code

07/21/23
Date

Signature

Crossland Construction Company, Inc.
Company Name

Ivan Crossland Jr., CEO
Title

RETURN V BID

A1.1.2 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.

b) To faithfully comply with providing U.S. domestic product.

c) To furnish U.S. domestic product for any waiver request that the FAA rejects.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

RETURN WITH BID

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

07/21/23
Date

Signature

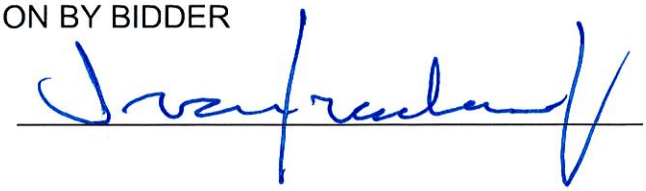
Crossland Construction Company, Inc.

Ivan Crossland Jr., CEO

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this ***Addendum No. 1*** *of AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) & SNOW REMOVAL EQUIPMENT BUILDING FACILITY DEVELOPMENT* by his/her signature affixed hereto and shall attach this Addendum to the bid proposal package.

CERTIFICATION BY BIDDER

SIGNATURE 

TITLE CEO

COMPANY Crossland Construction Company, Inc.

DATE 07/14/23

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-151 Work Authorization with Allgeier, Martin and Associates, Inc. for the MS4 Program and Floodplain Management Support and containing an emergency clause.

MEETING DATE
October 2, 2023

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2023-151 Ordinance; Work Authorization AMA-OC23-019; Exhibit Map

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter C. Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the MS4 Program and Floodplain Management Support in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00).

BACKGROUND
The Missouri State Emergency Management Agency (SEMA) is updating the floodplain maps on behalf of its federal counterpart (FEMA). Properties located within the resultant floodplain maps are subject to flood insurance requirements, as well as elevation requirements of any building or structure constructed on them. The current floodplain model, in use since 2012, has served Joplin residents well, matching observed water surface elevations with reasonable reliability. The floodplain in Joplin, as seen, in the attached Exhibit Map. Currently, SEMA is updating its map through modeling efforts across the state. AMA will assist the city in presenting to SEMA the case for a different methodology on the floodplain mapping efforts in Joplin. AMA will also assist with getting critical stormwater improvements made since 2012 incorporated into SEMA's new model. Lastly, AMA will assist staff with Municipal Separate Storm Sewer Systems (MS4) reporting and plan finalization. AMA has been chosen as the most qualified on-call engineering firm to provide these professional engineering services. The consultant's fees are within industry standards for studies of this nature.

FUNDING SOURCE
Stormwater

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving a work authorization on an Emergency basis being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, adoption of this Council Bill on an emergency basis allows the consultant's work to coincide with The Missouri State Emergency Management Agency (SEMA) floodplain map update.

COUNCIL BILL NO. 2023-151 ORDINANCE NO

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00) for professional engineering services associated with the MS4 Program and Floodplain Management Support on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and containing emergency clause.

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

Section 1. That the work authorization with Allgeier, Martin and Associates, Inc in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00) for professional engineering services associated with the MS4 Program project on behalf of the City of Joplin; A true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon final approval and acceptance of Allgeier, Martin and Associates, Inc work under said contract, in substantial conformance with the attached work authorization, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, Allgeier, Martin and Associates, Inc shall be paid from the Stormwater Fund.

Section 4. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved on an emergency basis allows the consultant's work to coincide with The Missouri State Emergency Management Agency (SEMA) floodplain map update.

Passed by the Council of the City of Joplin, Missouri, this_____day of

_____, 2023 by a_____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

COUNCIL BILL NO. 2023-151 **ORDINANCE NO**
APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Stormwater Fund to pay the amounts called for this project.

_____
Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Daniel Johnson, P.E. Public Works Director		Attention: Kurt Higgins, P.E., Sr. Vice President	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 581	Fax: 417-625-4738	Project: MS4 Program and Floodplain Management Support	

WORK AUTHORIZATION NUMBER AMA-OC23-019
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement Dated January 21, 2021.

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC23-019 exceed the sum of One Hundred Thousand and no/100 Dollars ($100,000.00).

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

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

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

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Kurt Higgins

Title: Sr. Vice President

Date: September 22, 2023

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC23-019 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Design Services Associated with the MS4 Program and Floodplain Management Support

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform review services as hereinafter stated which shall include customary civil engineering services for evaluation of the City's Draft Floodplain Mapping currently being proposed by SEMA and current MS4 Program.

1.1.2 The ENGINEER shall perform review services on an hourly basis up to the contract amount with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Review current proposed floodplain mapping by SEMA and provide comments. The proposed floodplain mapping utilizes NRCS Type II for the analysis, which overestimates peak flowrates and increases the footprint of the regulated floodplain. Allgeier Martin will assist the City in presenting to SEMA why Huff's distributions is more representative of observed events in Joplin. Allgeier Martin will also make comments on the proposed mapping identifying critical stormwater improvements the City has made to their system over the past 20-years that are not currently in the SEMA modeling.
1.1.3.2 Regulated Small Municipal Separate Storm Sewer Systems (MS4)/Stormwater assistance.
1.1.3.3 Review of draft stormwater management plan including but not limited to the Minimum Control Measures, TMDL's, and monitoring, recording keeping and reporting documents.
1.1.3.4 Provided Comments, suggestions and draft forms and documents.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Floodplain Mapping and Ongoing MS4 assistance (Identified in Section 1.1)	Engineering Services anticipated through a period ending October 31, 2025.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2023-2025"; with a total compensation ceiling of $100,000, as set forth in Work Authorization Number AMA–OC23-019 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services Floodplain Mapping and Ongoing MS4 assistance (Paragraphs 1.1)	$100,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

Classification	Hourly Billing Rate 01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	$279	$289	$302
Principal/Engineer V	$248	$257	$269
Principal/Engineer IV	$225	$233	$243
Principal/Engineer III	$207	$215	$224
Project Manager/Engineer II	$184	$190	$199
Project Manager/Engineer I	$167	$173	$181
Technician IV	$152	$157	$164
Technician III/GIS Specialist	$152	$157	$164
Technician III	$129	$133	$139
Technician II	$115	$119	$125
Technician I	$109	$112	$118
Two-Man GPS Survey Crew	$213	$220	$230
One-Man GPS Survey Crew	$167	$173	$181
Three-Man Survey Crew	$232	$240	$251
Two-Man Survey Crew	$184	$190	$199
Registered Land Surveyor II	$196	$203	$212
Registered Land Surveyor I	$173	$179	$187
Survey Crew Member	$88	$91	$95
Right of Way Specialist	$134	$139	$145
Project Representative III	$129	$133	$139
Project Representative II	$115	$119	$125
Project Representative I	$106	$110	$115
Secretary/Assistant	$88	$91	$95
Print Specialist	$88	$91	$95

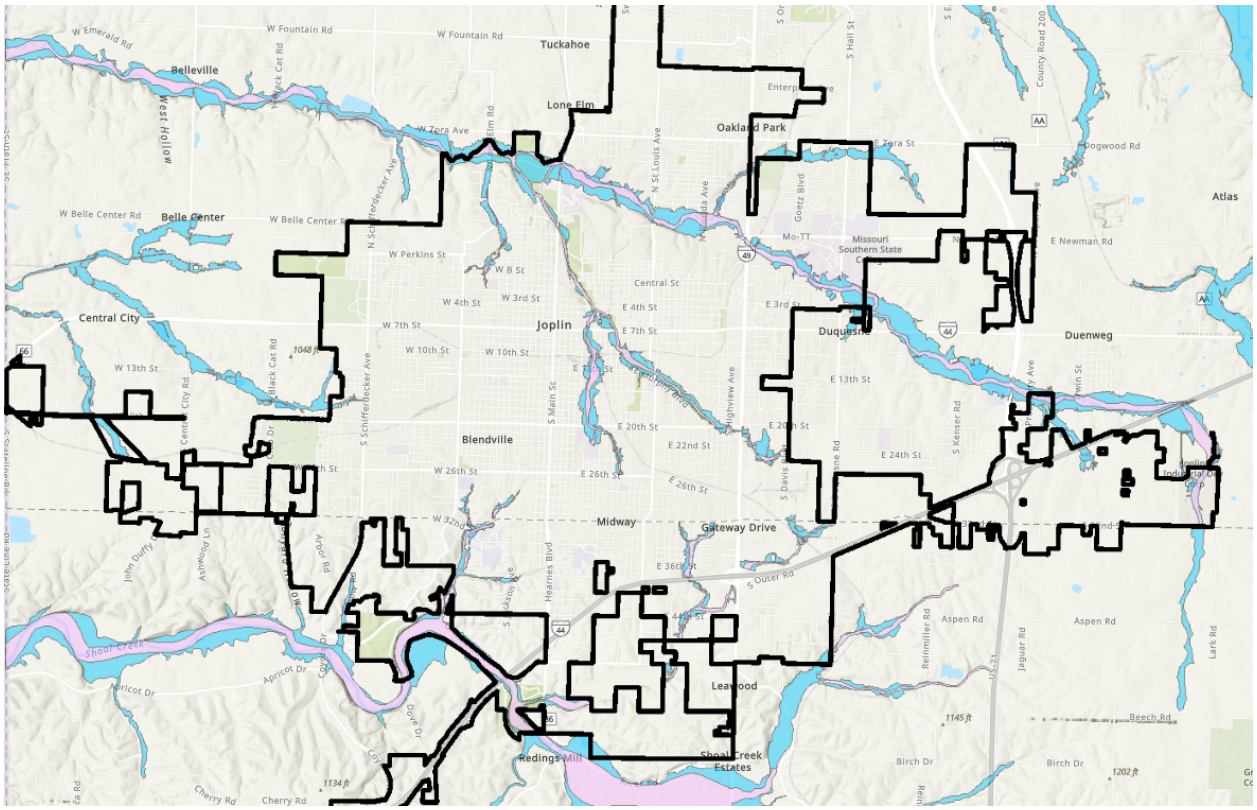
Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.65 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

Exhibit Map for Council Bill 2023-151



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-152 – An agreement by and between Reinbold Electric, Inc, for the purchase and installation of a new Airport Lighting and Control Management System (ALCMS) at the Joplin Regional Airport; and containing an emergency clause.

MEETING DATE
October 2, 2023

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
CB2023-152 Ordinance; Contract Agreement

REVIEWED BY
Director of Public Works: Dan Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves an agreement by and between Reinbold Electric, Inc, in the amount of Four Hundred Twenty-Four Thousand Eight Hundred and 00/100 Dollars ($424,800.00) for the purchase and installation of a new ALCMS at the Joplin Regional Airport.

BACKGROUND
A request for bidders was advertised for this project on July 22, 2023, for a bid opening date of August 10, 2023. There was one bid received. The bid amount exceeded the engineers estimate. However, the FAA agreed with the airport construction consultant's recommendation to award the contract to Reinbold Electric, Inc.

Total project costs for this project and the sister project (Air Traffic Control Tower Equipment Replacement) amounts to $1,060,310. These costs will be covered by an $860,000 FAA Grant at 100% federal share. The remaining $200,310 will be funded by a Fiscal Year 24 grant at a 95/5 federal to local share. This results in a federal share of $190,295 and local share of $10,015.

FUNDING SOURCE
FAA AIP Grant 3-29-0037-056-2023, Airport Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance related to public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved on an emergency basis to allow construction to begin within FAA funding time limitations.

ATCT TOTAL PROJECT COSTS
FUNDING SOURCES

ATCT Equipment/ALCMS (Grant 56 BIL FTC 100%, with future grant 58 BIL AIG 95/5)

ALCMS =	$424,800
Tower Equipment =	$491,730
ALCMS engineering =	$61,577
Tower Equipment engineering =	$82,202
Total =	$1,060,310

BIL Grant	$860,000
FY 24 AIP Grant	$190,295
City Local Share	$ 10,015
	Total $1,060,310

***Engineering agreements were previously approved by City Council on July 3, 2023.**

COUNCIL BILL NO. 2023-152 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Reinbold Electric, Inc., in the amount of Four Hundred Twenty-Four Thousand Eight Hundred and 00/100 Dollars ($424,800.00) for the purchase and installation of a new Airport Lighting and Control Management System (ALCMS) at the Joplin Regional Airport; authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Reinbold Electric, Inc., in the amount of Four Hundred Twenty-Four Thousand Eight Hundred and 00/100 Dollars ($424,800.00) for the purchase and installation of a new ALCMS at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit "A", is hereby approved.

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

Section 3. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved to allow construction to begin within funding time limitations.

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

_____, 2023, by a _____ vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

PERFORMANCE AND PAYMENT BOND & CONTRACT FORMS

SEPTEMBER 5, 2023

AIP PROJECT NO.: 3-29-0037-056 (2023)

BASE BID: ATCT AIRFIELD LIGHTING CONTROL AND MONITORING SYSTEM (ALCMS) REPLACEMENT PROJECT

ALTERNATE BID ITEM ONE: INSTALL FIBER OPTICS CABLE-

PERFORMANCE BOND	BOND NUMBER
PRINCIPAL *(Legal Name and Business Address)*	
SURETY *(Legal Name and Business Address)*	STATE OF INCORPORATION
PENAL SUM OF BOND *(Expressed in words and numerals)*	CONTRACT DATE

OBLIGATION
KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Joplin, Missouri, 602 S. Main Street, Joplin, MO, 64801**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Base Bid: Air Traffic Control Tower (ATCT) Airfield Lighting Control and Monitoring System (ALCMS) Replacement Project

Alternate Bid Item No. 1.: Install Fiber Optics Cable

AIP Project No.: 3-29-0037-056 (2023)

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice

of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:

a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.

3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

SURETY:

ATTEST: Surety Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Seal) (Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Performance Bond.

ATTEST: Date: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Seal)

PAYMENT BOND	BOND NUMBER
PRINCIPAL *(Legal Name and Business Address)*	
SURETY *(Legal Name and Business Address)*	STATE OF INCORPORATION
PENAL SUM OF BOND *(Expressed in words and numerals)*	CONTRACT DATE

OBLIGATION
KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Joplin, Missouri, 602 S. Main Street, Joplin, MO, 64801,** as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Base Bid: Air Traffic Control Tower (ATCT) Airfield Lighting Control and Monitoring System (ALCMS) Replacement Project

Alternate Bid Item No. 1.: Install Fiber Optics Cable

AIP Project No.: 3-29-0037-056 (2023)

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract

2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfying obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST: Corporate Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST: Surety Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Seal) (Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond.

ATTEST: Date: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Seal)

FORM OF
CONTRACT AGREEMENT
City of Joplin, MO

Base Bid: Air Traffic Control Tower (ATCT) Airfield Lighting Control and Monitoring System (ALCMS) Replacement Project

Alternate Bid Item No. 1.: Install Fiber Optics Cable

AIP Project No.: 3-29-0037-056 (2023)

THIS AGREEMENT, made as of this _____ day of _____, 20_____, is

BY AND BETWEEN

the OWNER:	Name:	**CITY OF JOPLIN, MO**
	Address:	**CITY HALL** **602 S. MAIN STREET** **4TH FLOOR**
	City/State/Zip Code:	**JOPLIN, MO 64703**
And the CONTRACTOR:	Name:	**Reinhold Electric, Inc**
	Address:	**2511 Lemay Ferry Rd..**
	City/State/Zip Code:	**St Louis, MO 63125**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements **at Joplin Regional Airport** generally described as follows:

Base Bid: Air Traffic Control Tower (ATCT) Airfield Lighting Control and Monitoring System (ALCMS) Replacement Project

Alternate Bid Item No. 1.: Install Fiber Optics Cable

AIP Project No.: 3-29-0037-056 (2023)

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR (or INDIVIDUAL OR CORPORATION) agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents
CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price
In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

$ Four Hundred Twenty Four Thousand, Eight Hundred dollars and no cents. **($424,800.00)**
(Amount in Written Words) (Amount in Numerals)

subject to the following:

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement.

b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities.

c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER.

d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment
Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time
The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. The CONTRACTOR further agrees to complete said work within **thirty calendar days (30)** of the equipment installation phase commencement date stated within the Notice-to-Proceed.

The CONTRACTOR in good faith acknowledges prosecuting the work without delay is implicit to the Contract. A separate Notice to Proceed will be issued for material procurement before the equipment installation phase Notice to Proceed is issued.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages
The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **One Thousand Dollars ($1,00.00) per day for each calendar day** required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that:

a. the OWNER has the right to deduct from any moneys due to the CONTRACTOR the amount of said liquidated damages.

b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations
The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications
The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following:

a. **Certification of Eligibility (29 CFR Part 5.5)**

i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the US Criminal Code 18 USC.

b. **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**
The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking

lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work.

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER.

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties.

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Crawford, Murphy & Tilly, Inc.
One S. Memorial Drive
Gateway Tower, Suite 500
St. Louis, MO 63102

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER	**CONTRACTOR**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
_____	_____
By: _____	By: _____
Signature	*Signature*
_____	_____
Title of Representative	*Title of Representative*

ATTEST:

By: _____
Signature

_____
Title

ATTEST

By: _____
Signature

_____
Title

BID PROPOSAL BOOKLET

BID PROPOSAL & BUY AMERICAN FORMS

BASE BID: ACLMS REPLACEMENT PROJECT

ALTERNATE BID ITEM 1: INSTALL FIBER OPTICS CABLE

ALTERNATE BID ITEM 2: INSTALL RADIO COMMUNICATION SYSTEM

AIP PROJECT NO.: 3-29-0037-056-2023

RETURN WITH BID

JULY 19, 2023

16 PAGES

RETURN ALL 16 PAGES WITH BID

BID PROPOSAL FORM

JULY 19, 2023

City of Joplin, MO

PROJECT NUMBERS:
AIP No. 3-29-0037-0056 -2023

TO: The City of Joplin, Missouri

The undersigned, in compliance with the request for bids for the construction of the following project:

BASE BID: ACLMS REPLACEMENT PROJECT
ALTERNATE BID ITEM NO. 1.: INSTALL FIBER OPTICS CABLE
ALTERNATE BID ITEM NO. 2.: INSTALL RADIO COMMUNICATION SYSTEM
AIP PROJECT NO. 3-29-0037-056

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hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project proposal, contract documents and specifications, project drawings and issued Addenda within the specified time of performance for the following prices:

Award of Project

Award of the contract will be made to the responsible Bidder whos bid is responsive, and whose bid conforms with all the terms and conditions of the Invitation for Bids and Instructions to Bidders.

The selected proposal will be the lowest bid amount submitted for the Base Bid plus either of the Alternate Bid Items from one bidder.

Award of a contract is contingent upon the FAA providing a federal grant to the **City of Joplin, MO**. If the funding from the FAA is enough, the **City of Joplin, MO,** will award the project to the lowest amount bid from one bidder for the Base Bid plus Alternate Bid item No. 1.

If the FAA funding is not adequate to award the Base Bid plus Alternate Bid Item No. 1, the **City of Joplin, MO,** will award the project to the lowest amount bid from one bidder for the Base Bid plus Alternate Bid Item No. 2.

The City of Joplin, MO will not award the base bid alone

The City of Joplin, MO will not award both alternate bid items.

The **City of Joplin, Missouri** reserves the right to evaluate all bids, to reject any or all bids and to re-advertise this solicitation at a later date. The City may waive any irregularities in the bid and make awards that are in the best interest of the City.

BASE BID

BASE BID – ACLMS Replacement Project							
BID ITEM NO.	PAY ITEM NUMBER	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
1	SP-1.1	INSTALL L-890 ALCMS	1 LS	243 000	00	243 000	00
TOTAL							

TOTAL BASE BID PROJECT COST - In Numerals $ 243,000.00

TOTAL BASE BID PROJECT COST - In Words $ two hundred forty three thousand dollars

The base bid alone will not be awarded.

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ALTERNATE BID ITEMS

ALTERNATE BID ITEM 1 – Install Fiber Optic Cable							
BID ITEM NO.	PAY ITEM NUMBER	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
1	L-108-5.1	12-STRAND, SINGLE-MODE FIBER OPTIC CABLE IN TRENCH AND HDPE DUCT	3500 LF	30	00	105 000	00
2	L-110-5.1	COMMUNICATIONS HANDHOLE 2' X 2	4 EA	19,200	00	76,800.	00
		TOTAL				181,800	00

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ALTERNATE BID ITEM ONE (1) COST - In Numerals $ 181,800.00

ALTERNATE BID ITEM ONE (1) COST - In Words $ one hundred eighty one thousand eight hundred dollars

BASE BID PLUS ALTERNATE BID ITEM ONE (1)

BASE BID + ALTERNATE BID ITEM ONE (1) - In Numerals $ 424 800.00

BASE BID + ALTERNATE BID ITEM ONE (1) - In Words $ four hundred twenty four thousand eight hundred dollars

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ALTERNATE BID ITEM 2 – Install Radio Communication System							
BID ITEM NO.	PAY ITEM NUMBER	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
4	SP-1-2	WIRELESS COMMUNICATION NETWORK	1 LS	28,000	00	28,000	00
		TOTAL				28,000	00

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ALTERNATE BID ITEM TWO (2) COST - In Numerals $ 28,000.00

ALTERNATE BID ITEM TWO (2) COST - In Words $ twenty eight thusand dollars

BASE BID + ALTERNATE BID ITEM TWO (2) - In Numerals $ 271,000.00

BASE BID + ALTERNATE BID ITEM TWO (2) - In Words $ two hundred seventy one thusand dollars

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ACKNOWLEDGEMENTS BY BIDDER

a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".

b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.

c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount equivalent to 5% of the total bid amount including any alternate bid items. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.

e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **one hundred and twenty (120)** calendar days from the stated date of the bid opening.

f. The undersigned agrees that upon written notice of the award of the contract, they will execute the contract, payment, and performance bonds within fifteen (15) days of the notice-of-award or shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **thirty (30)** calendar days from the commencement date specified in the Notice-to-Proceed.

h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the awarded contract time of performance, the Contractor shall pay the non-penal amount of **$1,000.00 per calendar day** as a liquidated damage to the OWNER.

i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract at least **four (4.0%) percent** of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then **the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces**, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.

RETURN WITH BID

j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.

k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.
2. Has 50 or more employees.
3. Is a prime contractor or first tier subcontractor.
4. There is a contract, subcontract, or purchase order amounting to $50,000 or more

l. The undersigned acknowledges receipt of the following addenda:

Addendum No. 1, dated Aug 3 Date Received Aug 3
Addendum No. _____, dated _____ Date Received _____
Addendum No. _____, dated _____ Date Received _____
Addendum No. _____, dated _____ Date Received _____
Addendum No. _____, dated _____ Date Received _____

RETURN WITH BID

m. Buy American. The prime Contractor with this assures that they will conform to the FAA Buy American Requirements and submit the required Buy American documents, including the checklist and Cost Calculation forms. Appendix A, Buy American Requirements and Worksheets, and Appendix B, Contract Provision Guidelines for Obligated Sponsor and Airport Improvement Program Projects, summarize Buy American requirements.

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.

b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.

d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work

e. The BIDDER has correlated their observations with that of the project documents.

f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.

g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.

h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATION BY BIDDER

a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation.

b. Compliance With Federal Provisions as detailed in APPENDIX B:

1. Access to Records and Reports
2. Affirmative Action Requirement: 41 CFR Part 60-4 and EO 11246
3. Breach of Contract Terms: 2 CFR 200, Appendix II(A)
4. Buy American Preference: 49 USC 50101
5. Civil Rights – General & Title VI Assurances: 49 USC § 47123
6. Clean Air/Water Pollution
7. Contract Workhours and Safety Standards Act Requirements: 2 CFR, 200 Appendix II (E)
8. Copeland' Anti-Kickback' Act
9. Davis Bacon Requirements: 2 CFR Part 5
10. Debarment and Suspension: 2 CFR Part 180, Subpart C; 2 CFR Part 1200; DOT Order 4200.5
11. Disadvantaged Business Enterprise 49 CFR Part 26
12. Distracted Driving: EO 13513
13. Equal Employment Opportunity (EEO): 2 CFR 200
14. Federal Fair Labor Standards Act (Federal Minimum Wage)
15. Foreign Trade Restriction: 49 CFR Part 30
16. Lobbying and Influencing Federal Employees: Appendix A to 49 CFR Part 20
17. Occupational Safety and Health Act of 1970
18. Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment
19. Prohibition of Segregated Facilities
20. Procurement of Recovered Materials: 40 CFR Part 247
21. Rights to Inventions
22. Seismic Safety
23. Tax delinquency and Felony Convictions
24. Termination of Contract
25. Veteran's Preferences

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c. Compliance with the Work Authorization Law (as required by Section 285.530, Revised Statues of Missouri)

For all contracts which include state or local funds in excess of $5,000, the Bidder, by submission of an offer and by signing the Worker Eligibility Verification Affidavit for All Contract Agreements in Excess of $5,000, certifies that it:

1. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

2. has enrolled and actively participates in a federal work authorization program.

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

RETURN WITH BID

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT AGREEMENTS IN EXCESS OF $5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)
) ss
COUNTY OF Saint Louis)

On this 8 day of August, 2023, before me appeared Kris Schmittgens, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Kris Schmittgens, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state or any of its political subdivisions to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the Project Mgr (title) of Reinhold Electric (business name), and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within contract agreement. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

(Affiant Signature)

Subscribed and sworn to before me this 9 day of August, 2023.

MARK PALMER
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
JEFFERSON COUNTY
COMMISSION # 14627471
MY COMMISSION EXPIRES: 6/15/2026

(Notary Public)

My commission expires

[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum

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of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The information shown in this section must be completed when a DBE contract goal has been established. The percentage must equal or exceed the DBE contract goal. If the percentage is below the contract goal, then the bidder must submit complete written documentation of good faith efforts taken to meet the DBE contract goal. The prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract at least **four (4.0%) percent** of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal.

a. The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

(A) DBE Name and Address	(B) Bid Item Number(s) Or Work Performed	(C) Dollar Value of DBE Work **	(D) Percent Applicable to DBE Goal (100%, 60%)	(E) Dollar Amount Applicable to DBE Goal (C x D)	(F) Percent of Total Contract (C / Total Contract Amount)
Eagle Distributors	Base	20,0000	60%	12,00000	5%
		TOTAL DBE PARTICIPATION		$ 12000	5% %

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**Cannot exceed contract amount for given item of work.
Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm
Merchant wholesalers (supply) are credited at 60%.
Brokered services will only receive credit for fees.

(Please reproduce the above sheet if additional space is needed.)

THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED IN THE ORIGINAL BOUND PROJECT MANUAL.

SIGNATURE OF BIDDER

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

( ) sole individual ( ) partnership ( ) joint venture

(✓) corporation, incorporated under the laws of state of Missouri.

Executed by bidder this 8 day of August 20 23.

Name of individual, all partners or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names)

Reinhold Electric Inc
(If a corporation, show its name above)

2511 Lemay Ferry RD
St Louis MO 63125

ATTEST: (SEAL)

(Signature) Secretary/Treasurer
Secretary

(Signature) Project Mgr
(Title)

Judy Reinhold
Please print name

Kris Schmidgens
Please print name

RETURN WITH BID

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo.

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

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[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.

b) To faithfully comply with providing U.S. domestic product.

c) To furnish U.S. domestic product for any waiver request that the FAA rejects.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

DO NOT BID

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

8/8/23

Date

Signature

RETURN WITH

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-153 – An agreement by and between the City of Joplin and Crawford, Murphy, and Tilley (CMT) for Construction Management services for the construction of the Aircraft Rescue and Fire Fighting and Snow Removal Equipment building (ARFF/SRE) at the Joplin Regional Airport; and containing an emergency clause.

MEETING DATE
October 2, 2023

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
CB2023-153 Ordinance; Construction Management agreement

REVIEWED BY
Director of Public Works: Dan Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and Crawford, Murphy, and Tilley for Construction Management services for the Construction of the ARFF/SRE building at the Joplin Regional Airport. This agreement is for the not to exceed amount of Six Hundred Thirty-Seven Thousand Eight Hundred Thirty-Two and 44/100 Dollars ($637,832.44).

BACKGROUND
In May 2023, an Independent Fee Estimate (IFE) was conducted by JVIATION, an independent engineering firm specializing in airport projects, to provide reasonable costs for the work expected for this project. The CMT agreement costs are below the IFE estimate of $898,746.69.

Total project costs for the construction of the ARFF/SRE amount to $8,681,710. These costs will be covered 95/5 federal to local share with two grants which results in the federal share of $8,226,537 and a local share of $455,173.

FUNDING SOURCE
FAA AIP Grants 3-29-0037-054-2023 and 3-29-0037-055-2023, Airport Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance related to public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved on an emergency basis to allow execution of the agreement within FAA funding time limitations.

COUNCIL BILL NO. 2023-153 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between Crawford, Murphy and Tilley, Inc. for Construction Management services in the not to exceed amount of Six Hundred Thirty-Seven Thousand Eight Hundred Thirty-Two and 44/100 Dollars ($637,832.44) relating to the construction of the Aircraft Rescue and Fire Fighting/Snow Removal Equipment (ARFF/SRE) building at the Joplin Regional Airport; and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Management Services not to exceed the amount of Six Hundred Thirty-Seven Thousand Eight Hundred Thirty-Two and 44/100 Dollars ($637,832.44); a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit "A", is hereby approved.

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

Section 3. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved to allow design services to be completed within funding time limitations.

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

_____, 2023, by a _____ vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Airport Name:	Joplin Regional Airport
Project No.:	3-29-0037-054 & -055 (2023)
County:	Jasper

AVIATION PROJECT CONSULTANT AGREEMENT (FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Crawford Murphy and Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport; and

WHEREAS, the Federal Aviation Administration (FAA) is not a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by the FAA; and

WHEREAS, the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) “SPONSOR’S REPRESENTATIVE” means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) Not Used.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related

services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by the FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies

or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of the FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and

the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted

toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and FAA.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons

beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0% of

the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRA	(D) PERCENT APPLICABLE TO DBE GOAL	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT
TOTAL DBE PARTICIPATION				$0.00	0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to the FAA.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Palmerton and Parrish, Inc.	15958 State Highway 47 Marthasville, MO	Geotechnical and Special Building Inspections	$ 56,942.75

	63357		
Wellner Architects, Inc.	802 Broadway, 4th Floor, Kansas City, MO 64105	Architect	$ 150,656.00
Allgeier Martiin and Associates, Inc.	7231 East 24th Street, Joplin, MO 64804	Construction Observation On-Site Services	$ 180,749.50

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by the FAA, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be

reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or the FAA. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars ($25,000). Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of **$30,891.48** except that the combined costs and fee will not exceed a maximum amount payable of **$637,832.44** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies,

insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or the FAA. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and the FAA will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15

days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and the FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work

is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to FAA approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless

for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor’s breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing

details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, and the FAA in data files compatible with MicroStation V8i (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the

quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Not withstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement is for construction phase services. Review of shop drawings and other construction phase services are detailed by Exhibit II (Scope of Services). The agreement is based on the period of time established for construction and the necessary testing requirements.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction

work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant’s noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in

whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*.).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of the FAA.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a

foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may

rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180

(Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: https://www.sam.gov.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisitive for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E)):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or

subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Seismic Safety – 49 CFR Part 41: In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the

Consultant agrees to furnish the Sponsor a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

(O) Rights to Inventions – 2 CFR §200 Appendix II(F), 37 CFR §401. Not Used.

(P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Warren County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin Regional Airport, Missouri, by reason of which the Consultant consents to venue of any action against it in Warren County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax

message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S	Bart Starkey		
SPONSOR'S NAME	City of Joplin, MO		
SPONSOR'S ADDRESS	602 S. Main Street, Joplin, MO 64801		
PHONE	(417) 623-0262	FAX	
E-MAIL ADDRESS	bstarkey@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S	Ty Sander, P.E.		
CONSULTANT'S NAME	Crawford Murphy and Tilly, Inc.		
CONSULTANT'S ADDRESS	One S. Memorial Drive, Suite 500 St Louis, MO 63102		
PHONE	(314) 436-5500	FAX	(314) 436-0723
E-MAIL ADDRESS	tsander@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named

at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant’s lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to

provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and Engineering Briefs

(D) Exhibit III: Services Provided by the Sponsor.

(E1) Exhibit IV: Summary Sheet of CM and Rebid Costs

(E2) Exhibit IV Derivation of Consultant Project Costs for Construction Management

(E3) Exhibit IV Derivation of Consultant Project Costs for Rebidding

(F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.

(G) Exhibit VI: Performance Schedule

OTHER ATTACHMENTS

Attachment A	AMA, Inc. Proposal
Attachment B	Wellner Architects, Inc. Proposal
Attachment C	Palmerton and Parrish, Inc. Proposal

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the 18th day of September, 2023.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:	Sponsor:
By: _____ Signature	By: _____ Signature
Title: SV Vice President	Title:
ATTEST:	ATTEST:
By: _____ Signature	By: _____ Signature
Title: Project Engineer	Title: _____

EXHIBIT I

PROJECT DESCRIPTION

A. Perform Construction Management Services for the proposed Project.

Aircraft Rescue and Fire Fighting (ARFF) and Snow Removal Equipment (SRE) Facility Development
Joplin Regional Airport
BIL No. 3-29-0037-054 (2023)
AIP No. 3-29-0037-055 (2023

Allotted Project Calendar Days = 395

B. Perform Rebidding Services for the referenced project

-

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

This Scope of Services will consist of providing Construction Management Services for the referenced project. The Consultant will perform preliminary engineering, construction administration, conducting project meetings, on-site field engineering, geotechnical support for anticipated poor soil conditions, shop drawing reviews, record plans and final project closeout report.

The Consultant will assist the Sponsor with the preparation of any change orders consultation service and present at the preconstruction meeting. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and local requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

The following is a detailed description of the specific services that are required by this Agreement.

CONSTRUCTION MANAGEMENT SERVICES

1. Preliminary Engineering (Task 01)

a. Define scope of services for construction management services for fee determination.

b. Request proposals and coordination with the subconsultants.

   1. Civil Engineer providing on-site daily Resident Project Representative (RPR) services, formally referred to as the resident engineer (RE).
   2. Architectural for building construction management related.
   3. Geotechnical for materials testing, subgrade management and special building inspections.

c. Prepare documentation for independent fee review.

d. Prepare and coordinate construction contracts for the City.

e. Attend Pre-Construction Meeting
f. Prepare and distribute pre-construction meeting minutes
g. Prepare copies of conformed plans and specifications for use by Contractor.
h. Prepare electronic files for Contractor use.

2. Provide Construction Administration (Task 02)

a. Preparation and weekly conference calls with RPR & subs. 1 Project Manager (PM), and 1 Project Engineer @ 1 meeting per week (estimate 56 weeks) @ 4 hours per meeting.

b. Preparation, travel and Monthly Site Visit with Airport, RPR & subs and Contractor as needed. 1 Project Manager (PM), and 1 Project Engineer @ 1 meeting per month (estimate 13) @ 12 hours per meeting.

c. Preparation, travel for on-site consultation & miscellaneous site visits as needed. 1 Project Manager (PM) @ 8 visits @ 12 hours per visit.

d. Review shop drawings and material certification submittals as provided by the Contractor.

e. Verification of Buy American Certification on submittals.

f. Respond to field issues throughout the duration of the project. Provide on-call consultation services as needed to address concerns that develop during the construction phase of the project.

g. Review Requests for Information (RFI's).

h. Review field modification proposals.

i. Finalize Contractor's progress estimates and Sponsor's request for reimbursement of funds.

j. Prepare change orders and supplemental agreements necessary for construction of the project.

k. Construction Correspondence.

l. Calls/coordination with RPR and Contractor.

m. Coordinate with FAA and local inspectors.

n. Coordinate material(s) testing (field and laboratory) as required by the COP. Assemble and coordinate materials testing reports.

o. Review the Contractors' pay requests (estimate 28).

p. Process certified payroll every two weeks (estimate 28).

q. Construction observation reports.

r. Punchlist inspection.

s. Final inspection.

t. Coordinate with surveyor (as-builts).

u. Record drawings.

v. Coordination and subcontractor administration.

w. Final construction report.

x. DBE documentation and reports.

y. Preparation, travel for QC workshop meeting. 1 Project Engineer (PE) @ 1 visit @ 12 hours per visit.

z. Preparation, travel for pre-paving meeting. 1 Project Engineer (PE) @ 1 visit @ 12 hours per visit.

aa. Preparation, travel for final inspection meeting. 1, Project Manager, 1 Project Engineer (PE) @ 1 visits @ 12 hours per visit.

3. Provide On-Site Construction Observation Services (Task 03)

Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.

a. On-Site RPR Responsibilities include:

1. Overall Site Inspection and Monitoring
2. Coordination with Contractors and other Construction Management Team Members
3. Record DBE Usage
4. Maintain project diary and weekly reports.
5. Measure and document quantities
6. Assemble and review pay estimates
7. Review shop drawings, schedules and drawings issued by the engineer.
8. Order or perform material(s) testing (field and laboratory) as required by the COP.
9. Respond to field issues throughout the duration of the project.
10. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
11. Prepare change orders and supplemental agreements necessary for construction of the project.
12. Attend and conduct a final review of the Project with the CM Team, Sponsor, FAA, and the Contractor

b. Estimated Effort for On-Site RPR:

1. Overall Daily Civil/Site work/ Building Inspection: 1 Resident Engineer (RPR) @ 70 calendar days @ 12 hours per day
2. Overall Daily Civil/Site work/ Building Inspection: 1 RPR @ 15 days @ 12 hours per day
3. Overall Weekly Building Inspection: 1 RPR @ 1 visit per week (56 weeks) @ 10 hours per day

4. Overall Weekly Building Inspection Supplemental: 1 RPR @ 15 days @ 8 hours per day
5. Monthly On-Site Meeting and Site Visit: 1 PM, 1 RPR, 1 Engineer @ once per month @ 12 hours per day.
6. Final Inspection and final inspection punch list items: 1 RPR @ 5 days @ 10 hours per day
7. Preconstruction conference: 1 RPR @ 1 day @ 10 hours per day
8. QC workshop meeting: 1 RPR @ 1 day @ 4 hours
9. Pre paving meeting: 1 RPR @ 1 day @ 4 hours

4. Project Closeout (Task 04)

a. Prepare and finalize the last construction change order, retainage and distribution of the final pay out.

b. Prepare and submit to the Sponsor and FAA one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.

c. Prepare and submit to the Sponsor and FAA a Final Testing Report as required by the COP.

d. Prepare and submit to the Sponsor an updated Airport Layout Drawing (ALD) showing as-built conditions. The sponsor will approve and sign as necessary and forward four (4) full size copies to FAA for approval. FAA will distribute the copies as one (1) to the Sponsor, one (1) to FAA, and one (1) to the Consultant. An electronic copy of the updated sheets will be submitted to both FAA and the City in .pdf format, with CADD files submitted to the City of Joplin.

e. Provide FAA with all closeout documents requirements as required for project final acceptance.

f. Provide an AGIS compliant post-construction survey of safety critical elements in accordance with FAA AC 150/5300-16A, 17C, and 18B and submit for approval to the FAA AGIS website. This scope item shall not include re-acquisition of obstruction data including aerial imagery.

5. Subcontracted Services (Task 05)

a. Allgeier Martin and Associates, Inc. (AMA). AMA to provide an on-site project representative (RPR). See attached for RPR firm on-site services including office time Scope of Work.

b. Wellner Architects, Inc. Wellner to provide building construction phase services. The Wellner team will include MEP, FP, Structural and Communications services. See attached for the architects building construction management services Scope of Work.

c. Palmerton and Parrish, Inc. (PPI). PPI to provide geotechnical engineering includes on-site representation. The project geotechnical report anticipates potential adverse soil conditions during the construction phase of the project. See attached for the geotechnical report Scope of Work.

CONSTRUCTION MANAGEMENT SERVICES

1. Rebid Services (Task 06)

a. Crawford Murphy and Tilly, Inc. CMT to provide re-bidding phase services consisting of revising plans and specifications, incorporating addendum modifications from the first bid package, assembling a conformed document with all disciplines, addressing questions, preparing addenda, virtual pre-bid meeting, present at bid opening to open bids, and any necessary correspondence and coordination to make it all happen.

b. Wellner Architects, Inc. Wellner to provide rebidding phase documents consisting of revised plan drawings, and revised specifications, incorporating addendum modifications from the first bid package, preparing addenda and answering questions for the rebid package.

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Attachment A

AMA (On-Site Project Representative) Scope of Work & Proposal

(Task 51)

Construction Observation Services

Allgeier Martin and Associates, Inc.

Estimate of Costs

May 11, 2023

Joplin Regional Airport

Aircraft Rescue and Fire Fighting, and Snow Removal Equipment Building (ARFF/SRE)
Scheduled for Fall of 2023 through Spring of 2024

CLASSIFICATION	Hours	RATE	EXTENDED COST
Construction Observation Services			
Project Representative III	1308	$ 133.00	$ 173,964.00
Principle Engineer IV	20	$ 233.00	$ 4,660.00
Direct Pass thru Costs			
Travel	3270	$ 0.65	$ 2,125.50
		Established Contract Ceiling	**$ 180,749.50**

Summary of Hours - Breakdown

Description	Days	Hrs/Day	Total Hrs
Civil site work Inspection	50	12	600
Remaining Inspection	47	12	564
Supplemental Inspection	12	12	144
		Total	**1308**

Description	Travel Days	Miles/Day	Total Miles
Mileage	109	30	3270

Notes:

Daily inspection includes preconstruction conference and project meetings pursuant to CMT Letter dated May 8, 2023
Estimate is based upon 395 Calendar Duration as noted below.

-Civil site work based upon 70 Calendar Days. (5 days per week, 12 hours per day)
-Remaining work outside of Civil site work based upon 325 Calendar Days. (1 day per week, 12 hours per day)

Supplemental Inspection days estimated at 12 days at 12 hours per day.
Engineering Support Estimated at 20 hours total.

Construction Observation Services

Allgeier Martin and Associates, Inc.

Estimate of Costs

May 11, 2023

Joplin Regional Airport

Aircraft Rescue and Fire Fighting, and Snow Removal Equipment Building (ARFF/SRE)
Scheduled for Fall of 2023 through Spring of 2024

CLASSIFICATION	Hours	RATE	EXTENDED COST
Construction Observation Services			
Project Representative III			
Principle Engineer IV			
Direct Pass thru Costs			
Travel			
		Established Contract Ceiling	

Summary of Hours - Breakdown			
Description	**Days**	**Hrs/Day**	**Total Hrs**
Civil site work Inspection			
Remaining Inspection			
Supplemental Inspection			
		Total	
Description	**Travel Days**	**Miles/Day**	**Total Miles**
Mileage			

Attachment B

Wellner (Building Construction Management) Scope of Work & Proposal

(Task 52)

WELLNER architects
1627 Main, #100 . Kansas City, MO . P. 816.221.0017 . . E. wai@wellner.com . www.wellner.com

May 10, 2023

TY SANDER, P.E. | Vice President & Aviation Group Manager
Crawford, Murphy & Tilly | Engineers & Consultants
One Memorial Drive, Suite 500 | St. Louis, MO 63102
w 314.571.9066 | w 816.272.8356 | m 314.369.5337 | tsander@cmtengr.com

Re: JLN ARFF/SRE:
Architectural and Engineering Services for Construction Phase

Ty,

Wellner Architects, Inc. is pleased to provide this revised proposal for construction phase services of the ARFF/SRE project in Joplin. Our team will include Olsson for MEP, FP, structural, and communications.

Scope/Fee:

SCOPE/FEE: Architectural Services - Construction Phase		Sr Project	Designer	Interior	Total	
Discipline	Principal	Architect		Designer	Hours	
Construction Phase						
Pre Construction Meeting	8	8			16	$ 3,008.00
Review Submittals	8	100		16	124	$ 21,328.00
Respond to RFIs	8	100		16	124	$ 21,328.00
Issue Supplemental Instruction, WCD, or Proposal Requests as required	8	100		16	124	$ 21,328.00
Issue Change Order as required		16			16	$ 2,816.00
Pay Application review		36			36	$ 6,336.00
Site Observation (12 during progress meetings)		96			96	$ 16,896.00
Progress Meetings 36 online		72			72	$ 12,672.00
Substantial Completion walk-thru and punch list		8		8	16	$ 2,472.00
Final Walk-thru and Close-out reveiew of O&M Manuals, contractor's as-builts and Final Pay Application		8		8	16	$ 2,472.00
Subtotal Arch hours	32	544	0	64	640	$ 110,656.00
Totals						
Architecture						$ 110,656.00
Structural/MEP/FP/Comm/AV (olsson - all phases, see attached)						**$ 37,000.00**
Olsson expenses						**$ 1,500.00**
Wellner Expenses (does not include permit cost)						**$ 1,500.00**
Total			**Fees + Reimbursable**			**$ 150,656.00**

Fee:

Wellner Architects, Inc. proposes a maximum fee of $150,656.00, to be billed monthly, at standard hourly rates, for the scope outlined above, and schedule identified below.

Schedule: 12 month + 30 days for final completion

Not Included:

- Civil Engineering/Planning or estimating
- Material Testing or Special Inspections during Construction

Thank you for the opportunity. Please let us know if you have comments or questions.

Julie Wellner, AIA
Wellner Architects, Inc

Attachment C

Palmerton and Parrish (Geotech Services) Scope of Work & Proposal

(Task 53)

PALMERTON & PARRISH, INC.

4168 West Kearney Street
Springfield, Missouri 65803
Ph: (417) 864-6000
www.ppimo.com

CLIENT : Crawford Murphy & Tilly, Inc.
PROJECT : ARFF & SRE Facility Development
LOCATION: Joplin Regional Airport - Joplin, Missouri
DATE : May 11, 2023

Projected Costs QA Testing & Special Inspections

ITEM DESCRIPTION	UNIT COST		UNITS	EXTENSION
Clerical & Management / Review				
Engineer Review & Attend Site Meetings	$178.00	/hr.	24.00	$4,272.00
Clerical	$70.00	/hr.	30.00	$2,100.00
Engineer Truck Mileage	$0.69	/mi.	600.00	$414.00
Subtotal; Clerical & Management / Review				**$6,786.00**
Unclassified Excavation (P-152) - 5,300 CY				
Field Tech w/ Travel to Perform Proof Rollings	$81.00	/hr.	24.00	$1,944.00
- assumes 8 trips				
Field Tech w/ Travel to Address Poor Soil Conditions	$81.00	/hr.	24.00	$1,944.00
- assumes 8 trips				
Mileage	$0.69	/mi.	560.00	$386.40
Subtotal; Unclassified Excavation				**$4,274.40**
Bituminous Material Testing (P-401) - 470 Tons				
Field Tech(s) w/ Travel to perform Asphalt Sampling	$81.00	/hr.	24.00	$1,944.00
- assumes 2 trips				
Field Tech to Transport Samples	$81.00	/hr.	12.00	$972.00
- assumes 2 trips				
Hot Mix Asphalt Testing	$525.00	/ea.	3.00	$1,575.00
- 1 test per lot				
Field Tech to Cut Cores (by Contractor)	$96.00	/ea.	0.00	$0.00
Core Density	$47.59	/ea.	8.00	$380.72
Core Thickness Measurement & Photograph	$20.25	/ea.	8.00	$162.00
Mileage	$0.69	/mi.	600.00	$414.00
Subtotal; Bituminous Material Testing				**$5,447.72**
PCC Testing (P-501) - 4,080 SY of 8"				
Field Tech w/ Travel for Concrete Testing	$81.00	/hr.	20.00	$1,620.00
-assumes 5 trips (or 5 Lots)				
Field Tech to Pickup Concrete Beams	$81.00	/hr.	7.50	$607.50
- assumes 5 trips				
Concrete Beams - Tested (8 Beams per Lot)	$463.12	/lot	5.00	$2,315.60
Field Tech to Cut Cores (by Contractor)				
Core Thickness Measurement & Photograph	$20.25	/ea.	20.00	$405.00
Mileage	$0.67	/mi.	400.00	$268.00
Subtotal; PCC Testing				**$5,216.10**
Structure - Foundations, Reinforcing Steel & Structural Concrete				
Field Tech to observe footing excavation & reinforcing steel placement	$81.00	/hr.	6.00	$486.00
- assumes 6 trips				
Field Tech to perform concrete testing for foundations	$81.00	/hr.	18.00	$1,458.00
- assumes 6 trips				
Field Tech to observe anchor bolt post installation	$81.00	/hr.	12.00	$972.00
Field Tech to observe reinforcing steel & test concrete for stem walls	$81.00	/hr.	6.00	$486.00
- assumes 2 trip				
Field Tech to perform concrete testing for slab trenches	$81.00	/hr.	6.00	$486.00
- assumes 2 trips				
Field Tech to observe vapor barrier	$81.00	/hr.	3.00	$243.00
Field Tech to perform concrete testing for slabs-on-grade & elevated decks	$81.00	/ea.	16.00	$1,296.00
- assumes 8 trips				
Field Tech to Pickup Concrete Cylinders	$81.00	/hr.	12.00	$972.00
-assumes 8 trips				
Concrete Cylinders - Tested (5 cylinders per set)	$77.50	/set	16.00	$1,240.00
Mileage	$0.67	/mi.	1240.00	$830.80
Subtotal; Foundations, Reinforcing Steel & Structural Concrete				**$8,469.80**
Structure - Masonry & Structural Connections				
Field Tech to observe CMU, test grout & document reinforcing steel	$81.00	/hr.	125.00	$10,125.00
-assumes 50 trips				
Senior Technician to observe structural connections	$95.00	/hr.	24.00	$2,280.00
-assumes 6 trips				
Technician to pickup samples	$81.00	/hr.	15.00	$1,215.00
- assumes 10 trips				
UltraSonic Testing	$234.34	day	3.00	$703.02
Grout Samples Tested	$62.00	/set	50.00	$3,100.00
Mileage	$0.69	/mi.	2560.00	$1,766.40
Subtotal; Masonry & Structural Connections				**$19,189.42**
Structure - Sidewalks & Exterior Concrete				
Field Tech to reobserve subgrade prior to placement of baserock	$81.00	/hr.	4.00	$324.00
-assumes 2 trips				
Field Tech to perform concrete testing for sidewalks & stoops	$81.00	/hr.	4.00	$324.00
- assumes 2 trips				
Field Tech to perform baserock testing prior to concrete placement	$81.00	/hr.	6.00	$486.00
- assumes 3 trips				
Field Tech to perform concrete testing for Drop Inlet	$81.00	/hr.	2.00	$162.00
- assumes 1 trip				
Field Tech to perform concrete testing for Airfield Sign foundation	$81.00	/hr.	1.50	$121.50
Field Tech to Pickup Concrete Cylinders	$81.00	/hr.	4.00	$324.00
- assumes 2 trips				
Concrete Cylinders - Tested (5 cylinders per set)	$77.50	/set	4.00	$310.00
Mileage	$0.69	/mi.	480.00	$331.20
Subtotal; Sidewalks & Exterior Concrete				**$2,382.70**
TOTAL ESTIMATED COST FOR QA TESTING & SPECIAL INSPECTIONS				**$51,766.14**
NOT-TO-EXCEED COST W/ 10% CONTINGENCY				**$56,942.75**

EXHIBIT IIA

Current FAA Advisory Circulars Required for Use in AIP Funded Projects

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at http://www.faa.gov/airports/resources/advisory_circulars/ and https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design

150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures

150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Contractor to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Notify consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the project construction.

4. Provide copies of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. Issue airport badges for AOA access.

6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

7. Designate airport contact persons in addition to Airport Manager

JLN

NEW ARFF BUILDING
3-29-0037-054 & 055 - 2023

COST BREAKDOWN FOR CONSTRUCTION MANAGEMENT AND REBIDDING PHASE SERVICES ON FOLLOWING PAGES

EXHIBIT IV (E1)

SUMMARY SHEET (ONE PAGE)

EXHIBIT IV (E2)

DERIVATION OF CONSULTANT PROJECT COSTS FOR CONSTRUCTION MANAGEMENT (CM) (ONE PAGE)

&

EXHIBIT IV (E3)

DERIVATION OF CONSULTANT PROJECT COSTS FOR REBIDDING PHASE SERVICES (ONE PAGE)

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN FOR CM AND REBIDDING PHASE SERVICES (FOUR PAGES)

EXHIBIT IV - SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT

JOPLIN, MISSOURI

ARFF and SRE FACILITY CONSTRUCTION MANAGEMENT SERVICES AND REBID SERVICES

SUMMARY OF COSTS

August 16, 2023

	Fee	CMT HOURS
Construction Management		
CMT	$227,286.28	1,338
AMA	$ 180,749.50	
Wellner	$ 150,656.00	
PPI	$ 56,942.75	
Subtotal	$615,634.53	1,338
ReBid Services		
CMT	$ 19,896.41	101
Wellner	$ 2,301.50	
Subtotal	$ 22,197.91	101
Total	**$637,832.44**	**1,439**

EXHIBIT IV - DERIVATION CONSTRUCTION MANAGEMENT SERVICES

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
ARFF and SRE FACILITY CONSTRUCTION MANAGEMENT SERVICES

August 16, 2023

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$98.40	$0.00
Senior Project Engineer	342	79.33	$27,130.86
Project Manager	0	60.91	$0.00
Senior Engineer	612	46.69	$28,574.28
Engineer	370	35.40	$13,098.00
Senior Planner	0	44.97	$0.00
Planner	0	35.45	$0.00
Registered Land Surveyor	0	47.34	$0.00
Senior Technician	14	44.22	$619.08
Technician	0	36.46	$0.00
Project Administrative Asst.	0	28.99	$0.00
	1,338		

Total Direct Salary Costs = $69,422.22

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 172.26 % = $119,586.72

3 SUBTOTAL:

Items 1 and 2 = $189,008.94

4 PROFIT:

15 % of Item 3 Subtotal = $28,351.34

Subtotal $217,360.28

5 OUT-OF-POCKET EXPENSES:

a. Mileage	10,440	Miles @	$0.65	/ Mile =	$6,786.00
b. Meals	20	Days @	$45.00	/ Day =	$900.00
c. Motel	20	Nights @	$112.00	/ Night=	$2,240.00
d. Printing and Shipping				=	$0.00

Total Out-of-Pocket Expenses = $9,926.00

6 SUBCONTRACT COSTS:

a. Wellner Architects	=	$150,656.00
b. Geotechnical Investigation (P&PI)	=	$56,942.75
c. Allgier Martin (AMA)	=	$180,749.50
TOTAL SUBCONTRACT COSTS	=	$388,348.25

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = **$615,634.53**

EXHIBIT IV - DERIVATION REBID SERVICES

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
ARFF and SRE FACILITY CONSTRUCTION MANAGEMENT SERVICES
AND REBID SERVICES
August 16, 2023

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$98.40	$0.00
Senior Project Engineer	12	79.33	$951.96
Project Manager	83	60.91	$5,055.53
Senior Engineer	0	46.69	$0.00
Engineer	6	35.40	$212.40
Senior Planner	0	44.97	$0.00
Planner	0	35.45	$0.00
Registered Land Surveyor	0	47.34	$0.00
Senior Technician	0	44.22	$0.00
Technician	0	36.46	$0.00
Project Administrative Asst.	0	28.99	$0.00
	101		

Total Direct Salary Costs = $6,219.89

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 172.26 % = $10,714.38

3 SUBTOTAL:

Items 1 and 2 = $16,934.27

4 PROFIT:

15 % of Item 3 Subtotal = $2,540.14

Subtotal $19,474.41

5 OUT-OF-POCKET EXPENSES:

a. Mileage	580 Miles	@	$0.65	/ Mile =	$377.00
b. Meals	1 Days	@	$45.00	/ Day =	$45.00
c. Motel	Nights	@	$112.00	/ Night=	$0.00
d. Printing and Shipping				=	$0.00

Total Out-of-Pocket Expenses = $422.00

6 SUBCONTRACT COSTS:

a. Wellner Architects	=	$2,301.50
b. Geotechnical Investigation (P&PI)	=	
c. Allgier Martin (AMA)	=	

TOTAL SUBCONTRACT COSTS **=** $2,301.50

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = **$22,197.91**

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
ARFF and SRE FACILITY CONSTRUCTION MANAGEMENT SERVICES
AND REBID SERVICES
August 16, 2023

Classification: Gross Hourly Rate:	Principal $308.09	Senior Project Engineer $248.38	Project Manager $190.71	Senior Engineer $146.19	Engineer $110.84	Senior Planner $140.80	Planner $110.99	Registered Land Surveyor $148.22	Senior Technician $138.45	Technician $114.16	Clerk/ Secretary $90.77	Other Costs
CONSTRUCTION MANAGEMENT SERVICES												
1. Preliminary Engineering TASK 01												
Define CM scope of services		2		4								
Request and coordinate with subconsultants				4								
Prepare documentation for independent fee review		2		16								
Prepare and coordinate construction contracts for the City				4								
Attend Pre-Construction Meeting		12		12								
Prepare and distribute pre-construction meeting minutes												
Total hours = 56	0	16	0	40	0	0	0	0	0	0	0	
Subtotal = $ 9,821.54	$ -	$ 3,974.10	$ -	$ 5,847.44	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
2. Provide Construction Administration TASK 02												
Weekly conference calls with RPR and Subs: 1 Project Manager (PM), and 1 Project Engineer @1 meeting per week (estimate 56 weeks) @ 2 hours per meeting		56		112								
Preparation, travel and monthly site visit with the Airport, RPR and Subconsultants and Contractor as needed: 1 Project Manager (PM), and 1 Project Engineer (PE) 1 meeting per month (estimate 13) @ 12 hours per visit		156		156	10				4 10			
Preparation, travel for on-site consultation @ miscellaneous site visits as needed: 1 Project manager (PM) @ 4 visits '@ 12 hours per visit		48										
Review shop drawings ad material certifications submittals as provided by the Contractor. Verification of Buy American Certification on submittals				80	40							
Respond to field issues throughout the duration of the project. Provide on-call consultation services as needed to address concerns that develop during the construction phase of the project		12		40	12							
Review Requests for Information (RFI's)		4		8	8							
Review field modification proposals		4		8	8							
Finalize Contractor's progress estimates and Sponsor request for reimbursement of funds				8	8							
Prepare change orders and supplemental agreements necessary for construction of the project				6	12							
Construction Correspondance		4		8	8							

Classification: Gross Hourly Rate:		Principal $308.09	Senior Project Engineer $248.38	Project Manager $190.71	Senior Engineer $146.19	Engineer $110.84	Senior Planner $140.80	Planner $110.99	Registered Land Surveyor $148.22	Senior Technician $138.45	Technician $114.16	Clerk/ Secretary $90.77	Other Costs
Calls/coordination with RPR and Contractor													
Coordinate with FAA and local inspectors			2		2								
Coordinate materials(s) testing (field and laboratory) as required by the COP. Assemble and coordinate materials testing reports			2		4	4							
Review Contractors Pay Requests (estimate 28)					4	4							
Process certfied payroll every two weeks (estimate 28)						8							
Review Construction observation reports					4	4							
Punch list inspection					4								
Coordinate with surveyor					2								
Record Drawings			2		8	24							
Misc Coordination Admin & In-House Meeting			6		6	6							
Final construction report			2		16	48							
DBE documentation and reports					2	4							
Preparation & travel for QC workshop meeting: 1 Project Engineer (PE) @ 1 visit @ 12 hours per visit					12	4							
Preparation & travel for pre-paving meeting: 1 Project Engineer (PE) @ 1 visit @ 12 hours per visit					12	4							
Preparation & travel for final inspection meeting: 1 Project Manager (PM), 1 Project Engineer (PE) @ 1 visit 12 hours per visit			12		12	4							
Total hours =	1,058	0	310	0	514	220	0	0	0	14	0	0	(1,2,3,4,5)
Subtotal =	$188,386.29	$0.00	$76,998.25	$0.00	$75,139.56	$24,384.15	$0.00	$0.00	$0.00	$1,938.33	$0.00	$0.00	$9,926.00

Classification: Gross Hourly Rate:		Principal $308.09	Senior Project Engineer $248.38	Project Manager $190.71	Senior Engineer $146.19	Engineer $110.84	Senior Planner $140.80	Planner $110.99	Registered Land Surveyor $148.22	Senior Technician $138.45	Technician $114.16	Clerk/ Secretary $90.77	Other Costs
3. Provide Construction Observation Services	**(TASK 03)**												
Overall daily civil/site work/ building Inspection: 1 Resident Project Representative (RPR) @ 70 calendar days @ 12 hours per day		AMA - Civil Subconsultant											
Overall daily civil/site work/ building Inspection Supplementa 1 RPPR @ 15 days @ 12 hours per day		AMA - Civil Subconsultant											
Overall weekly building inspection: 1 RPR @ 1 visit per week (56 weeks) @ 10 hours per day		AMA - Civil Subconsultant											
Overall Weekly Building Inspetion Supplemental: 1 RPR @ 15 days @ 8 hours per day		AMA - Civil Subconsultant											
Final Inspection and punch list items: 1 RPR @ 5 days @ 10 hours per day		AMA - Civil Subconsultant											
Preconstruction Conference: 1 RPR @ 1 day @ 10 hour		AMA - Civil Subconsultant											
QC Workshop: 1 RPR @ 1 day @ 4 hours		AMA - Civil Subconsultant											
Pre-Paving meeting: 1 RPR @ 1 day @ 4 hours		AMA - Civil Subconsultant											
Total hours =	0	0	0	0	0	0	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
4. Project Closeout & Record Drawings	**(TASK 04)**												
Prepare and finalize final change order and payout			2		4	8							
Prepare and submit to the Sponsor and FAA record drawings					8	60							
Prepare and submit a Final Testing Report per the COP					12	24							
Prepare ans submit to the Sponsor and FAA an update ALP showing as-built conditions					6	18							
Provide FAA with all required closeout documents as required for project acceptance			2		12	40							
Provide AGIS post-construction survey for safetly critical elements (not used)													
Total hours =	196	0	4	0	42	150	0	0	0	0	0	0	
Subtotal =	$23,758.89	$0.00	$993.53	$0.00	$6,139.81	$16,625.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	

Classification: Gross Hourly Rate:		Principal $308.09	Senior Project Engineer $248.38	Project Manager $190.71	Senior Engineer $146.19	Engineer $110.84	Senior Planner $140.80	Planner $110.99	Registered Land Surveyor $148.22	Senior Technician $138.45	Technician $114.16	Clerk/ Secretary $90.77	Other Costs
5. Subcontracting Management	**(TASK 05)**												
Subcontracting coordination and Management			12		16								
	AMA												$ 180,749.50
	Wellner												$ 150,656.00
	PPI												$ 56,942.75
Total hours =	28	0	12	0	16	0	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$393,667.80	$0.00	$2,980.58	$0.00	$2,338.97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$ 388,348.25
6. Re Bid Task	**(TASK 06)**												
Assemble rebidding documents, virtual pre-bid, bid opening distribute docs, addenda, responding to questions			12	81		6							
	Travel												$ 422.00
	Wellner												$ 2,301.50
Total hours =	101	0	12	83	0	6	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$22,197.91	0.00	2980.58	15828.81	0.00	665.02	0.00	0.00	0.00	0.00	0.00	0.00	$ 2,723.50
TOTAL HOURS =	**1,338**	**-**	**354**	**83**	**612**	**376**	**-**	**-**	**-**	**14**	**-**	**-**	
TOTAL COST =	**$ 637,832.44**	**$ -**	**$ 87,927.03**	**$ 15,828.81**	**$ 89,465.78**	**$ 41,674.73**	**$ -**	**$ -**	**$ -**	**$ 1,938.33**	**$ -**	**$ -**	**$ 400,997.75**

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

Exhibit V-1

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

CONSTRUCTION MANAGEMENT SERVICES

Construction management services will be provided as required to fulfil the scope of work requirements – delineated in Exhibit II. The project duration is estimated to be 395 calendar days.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-453 – approving a Program Services Contract between the Missouri Department of health and Senior Services (DHSS) and the City of Joplin Health Department (City) to provide maternal child health services.

MEETING DATE
October 02, 2023

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2023-453 Council Bill; Missouri Department of Health and Senior Services Contract for Maternal Child Health Services.

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services to provide maternal child health services. The City Council has previously approved similar annual contracts.

BACKGROUND
This is the third year of a five-year contract work plan that was developed to address a priority health issue for the maternal and child health population in the City of Joplin. The priority health issue of focus is reducing unintentional injuries among children and adolescents. As part of the work plan, City staff will work with other community health partners, agencies and organizations in activities that will lead to improved health of children ages one to nineteen focused on motor vehicle injuries.

These activities include promotion of educational materials on healthy living and advocacy for reducing death and injury due to motor vehicle accidents. Additionally, partnerships will be developed with area stakeholders to increase the efficiency and effectiveness in reducing unintentional injuries in the target population of youth and adolescents.

The period for this agreement is October 1, 2023, through September 30, 2024 and the total anticipated reimbursement from this agreement is up to $34,706.46. No local match is required for participation in this contract.

FUNDING SOURCE
The source of funding is the Missouri Department of Health and Senior Services contract.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis to prevent delay of implementation of contract and prevent delay of contract for invoicing purposes.

COUNCIL BILL NO. 2023-453 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2023 and running through September 30, 2024, for the amount of up to Thirty Four Thousand, Seven Hundred Six Dollars and Forty Six Cents ($34,706.46), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for maternal child health services to residents of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and has a time limitation for approval of contract and use of funds.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 2nd day of October, 2023, by a vote of

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	51095	**State:** 0%	$0.00	**Federal:** 100%	$100,783.37

Contract Title: MATERNAL CHILD HEALTH SERVICES

Contract Start: 10/1/2021 **Contract End:** 9/30/2024 **Amend#:** 03 **Contract #:** DH220051095

Vendor Name: JOPLIN CITY HEALTH DEPARTMENT

CFDA: 93.994 **Research and Development:** N

CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION

Federal Award: 1B04MC40144-01, 6B04MC40144-01

Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES

Federal Award Year: 2021 **DHSS #:** 21MCH **Federal Obligation:** $32,584.72

CFDA: 93.994 **Research and Development:** N

CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION

Federal Award: 1B04MC45226-01, 6B04MC45226-01

Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES

Federal Award Year: 2022 **DHSS #:** 22MCH **Federal Obligation:** $0.00

CFDA: 93.994 **Research and Development:** N

CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION

Federal Award: 1B04MC47428-01

Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES

Federal Award Year: 2023 **DHSS #:** 23MCH **Federal Obligation:** $68,198.65

*** The Department will provide this information when it becomes available.**

Project Description:

The purpose of this contract is to support a leadership role for LPHAs at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children access to quality MCH services; reduce health disparities for women, infants, and children, including those with special health care needs; promote the health of mothers and infants by assuring prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low income children.

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Paula F. Nickelson
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Return the contract to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed blue page to the appropriate person within your organization. It explains the process for completing the Annual Subrecipient Information Form (ASIF).

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosures

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Paula F. Nickelson
Director

Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, primary financial executive, Board President, or authorized representative with knowledge of administrative operations of your organization/entity.

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to complete the Annual Subrecipient Information Form (ASIF). **Keep in mind the form is completed only once per calendar year for each twelve digit Unique Entity ID (UEI) number.** One submission will cover all contracts with DHSS issued under that specific UEI.

If you have not already done so this calendar year, complete and submit the ASIF within 15 calendar days.

Do NOT Delay You will need a Unique Entity ID (UEI) prior to completing the ASIF if your organization doesn't have one already. Information on the UEI can be found at the link below.

- There is not a "Save" feature. Prolonged periods of inactivity may cause your form to expire and the information will not be submitted.
- **A notice will appear if the form is successfully submitted** and you will have the opportunity to download a copy. This is the only report you will be able to produce. DHSS can confirm submission, but will not be able to reproduce the report.
- To complete the ASIF or find more information to assist you (including how get a UEI), go to www.health.mo.gov/asif

For questions concerning the ASIF call 573.751.6471 or email ASIF@health.mo.gov.

06/ 16 /2023

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking #	**Contract Title:**	
51095	MATERNAL CHILD HEALTH SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2021	9/30/2024	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
DH220051095		03

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	UEI NUMBER
*********	HRWZCYY8MWJ3
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

AMENDMENT #3 TO CONTRACT DH220051095

CONTRACT TITLE: Maternal Child Health Services

CONTRACT PERIOD: October 1, 2023 through September 30, 2024

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

1.1 The contract amount shall not exceed $34,706.46 for the period of October 1, 2023 through September 30, 2024.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1. Delete Section 1.6 in its entirety and replace with revised Section 1.6 as follows:

   1.6 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

   Program Name: Maternal Child Health Services
   Program Contact: Sara Gorman, MCH Services Program Manager
   Address: 930 Wildwood, Jefferson City MO 65109
   Phone: 573-522-2731
   Email: Sara.Gorman@health.mo.gov

2. Delete Section 2.3 in its entirety and replace with revised Section 2.3 as follows:

   2.3 Joint submission of a FFY2022-2026 contract work plan is allowable for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a work plan used within the scope of work and guidance for the contract. The glossary is posted here: https://health.mo.gov/living/families/mch-services-program/contractresources/pdf/glossary-for-the-mch-services-contract.pdf and is incorporated by reference as if fully set forth herein.

3. Delete Section 4.1 in its entirety and replace with revised Section 4.1 as follows:

   4.1. Refer to the Glossary for the Maternal Child Health (MCH) Services Contract as reference for clarification of terminology used within the scope of work for the

contract. The glossary is posted here: https://health.mo.gov/living/families/mch-services-program/contractresources/pdf/glossary-for-the-mch-services-contract.pdf

4. Add Section 5.7 in its entirety as follows:

   5.7 The Contractor shall recruit and retain qualified public health professionals to assure a workforce that possesses the knowledge, skills and attitudes to meet unique MCH population needs. All Contractor employees, including subcontracted employees, supported with MCH Services contract funding shall complete designated MCH orientation and initial and ongoing MCH training requirements within required time frames as directed by the MCH Services Program Manager. Documentation of training completion shall be maintained on file and submitted as part of contract reporting.

5. Delete Section 6.2.b in its entirety and replace with revised Section 6.2.b as follows:

   6.2.b Assessment and evaluation of progress toward achieving the system outcomes.

6. Delete Section 6.6 in its entirety and replace with revised Section 6.6 as follows:

   6.6 The Contractor, at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require partner-level access to the Department's Missouri Public Health Information Management System (MOPHIMS). The Contractor shall perform verification and updates by emailing the MOHIMS Program Security Officer (PSO) at MOPHIMSUSERGROUP@health.mo.gov and in the Subject Line type "MOPHIMS ACCESS UPDATES" to notify the PSO of employees who are no longer employed with the Contractor and need to have access removed. To request partner-level access for MOPHIMS, please submit an Automated Security Access Processing (ASAP) request.

7. Delete Section 8.2 in its entirety and replace with revised Section 8.2 as follows:

   8.2 The Contractor shall invoice the Department on the Vendor Request for Payment form and the Invoicing Tool worksheet. The Invoicing Tool worksheet will be sent via email to the LPHA. The Vendor Request for payment form (DH-38) can be found here: dh38.doc (live.com). The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

8. Delete Section 15.1 in its entirety and replace with revised Section 15.1 as follows:

15.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publications. The Contractor must obtain approval from MCH Services Program via email to the MCH Services Program Manager prior to the release or use of such items. If prior approval is not obtained or the publicity statement was not used, expenditures may not be approved for reimbursement.

9. Delete Section 15.2.1 in its entirety and replace with revised Section 15.2.1 as follows:

15.2.1 "This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, subaward amount and percentage financed with nongovernmental sources)". This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government. The publicity statement can be found here: https://health.mo.gov/living/families/mch-services-program/contractresources/pdf/title-v-mch-contract-publicity-statement-for-lpha-contractors.pdf.

10. Delete Attachment E in its entirety and replace with revised Attachment E, which is attached hereto and incorporated by reference as if fully set forth herein.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

Joplin City Health Department			
Completed By:	Misty Hammer, RN	Date:	8/1/2023
Contact Email:	mhammer@joplinmo.org	Phone #:	417-623-6122

FFY2024 Maternal Child Health Services Contract Budget

Section A			
Total Allowed Contract Amount	60% or more	40% or less	TOTAL
Minimum/Maximum Budget	20,823.88	13,882.58	34,706.46
Planned Budget	20,823.88	13,882.58	34,706.46
Operational Expenses	20,823.88	13,882.58	34,706.46
Personnel Services	11,894.33	8,329.55	20,223.88
Fringe Benefits	7,929.55	5,553.03	13,482.58
Travel	500.00	0.00	500.00
Supplies	500.00	0.00	500.00
Other			0.00
Equipment			0.00
Rental/Lease Costs			0.00
Total Contractual	0.00	0.00	0.00
Subcontract #1			
Subcontract #2			
Subcontract #3			
Subcontract #4			
Subcontract #5			
Total Direct Costs	**20,823.88**	**13,882.58**	**34,706.46**
Indirect (Administrative Cost) 0%	**0.00**	**0.00**	**0.00**
MCH Contract Total	**20,823.88**	**13,882.58**	**34,706.46**
Surplus/Deficit	0.00	0.00	0.00

Section B - CALCULATION ONLY. ENTER AMOUNTS IN SECTION A

Indirect Computation		
Operational Expenses	0.00	0.00
Contractual	0.00	0.00
Subcontract #1	0.00	0.00
Subcontract #2	0.00	0.00
Subcontract #3	0.00	0.00
Subcontract #4	0.00	0.00
Subcontract #5	0.00	0.00

Operational Expenses Before Indirect

60% or more	40% or less	TOTAL
20,823.88	13,882.58	34,706.46

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-454 – approving a Program Services Contract between the Missouri Department of health and Senior Services (DHSS) and the City of Joplin Health Department (City).

MEETING DATE
October 02, 2023

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2023-454 Council Bill; Missouri Department of Health and Senior Services Contract for Local Public Health Agency Infrastructure.

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services to provide funding to assist with providing or implementing activities to support, strengthen, and enhance the public health workforce.

BACKGROUND
This contract provides funding to the health department for the continuation of public health programs.

These activities include planning and implementing worksite wellness activities such as coordinating classes, speakers, seminars, health fairs and fitness assessments; developing health promotion materials and newsletters targeted to City of Joplin employees; attending off site seminars and conferences to identify best practices for employee wellness programs; and evaluating statistical health data to determine areas of need for reducing health risks and medical costs, and conducting other activities that can enhance the health of employees. These activities will be facilitated by a Wellness Coordinator to be funded by this contract.

The period for this agreement is August 1, 2023, through November 30, 2027 and the total anticipated reimbursement from this agreement is $239,050.00. No local match is required for participation in this contract.

FUNDING SOURCE
The source of funding is the Missouri Department of Health and Senior Services contract.

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Paula F. Nickelson
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification;
4. Complete and sign the exhibit labeled Terms and Conditions for Contractor Receipt of Federal ARPA SERF Funds; and
5. Return the contract to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed blue page to the appropriate person within your organization. It explains the process for completing the Annual Subrecipient Information Form (ASIF).

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosures

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Paula F. Nickelson
Director

Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, primary financial executive, Board President, or authorized representative with knowledge of administrative operations of your organization/entity.

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to complete the Annual Subrecipient Information Form (ASIF). **Keep in mind the form is completed only once per calendar year for each twelve digit Unique Entity ID (UEI) number.** One submission will cover all contracts with DHSS issued under that specific UEI.

If you have not already done so this calendar year, complete and submit the ASIF within 15 calendar days.

Do NOT Delay You will need a Unique Entity ID (UEI) prior to completing the ASIF if your organization doesn't have one already. Information on the UEI can be found at the link below.

- There is not a "Save" feature. Prolonged periods of inactivity may cause your form to expire and the information will not be submitted.
- **A notice will appear if the form is successfully submitted** and you will have the opportunity to download a copy. This is the only report you will be able to produce. DHSS can confirm submission, but will not be able to reproduce the report.
- To complete the ASIF or find more information to assist you (including how get a UEI), go to www.health.mo.gov/asif

For questions concerning the ASIF call 573.751.6471 or email ASIF@health.mo.gov.

06/ 16 /2023

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking #	**Contract Title:**
54258	LOCAL PUBLIC HEALTH AGENCY INFRASTRUCTURE

Contract Start:	**Contract End:**	**Questions/Please Contact:**
8/1/2023	11/30/2027	PROCUREMENT UNIT @ (573)751-6471

Contract #:	**Amend #:**
	00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	UEI NUMBER
*********	HRWZCYY8MWJ3
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Local Public Health Agency Infrastructure

1. GENERAL

1.1 The contract amount shall not exceed $239,050.00 for the period of August 1, 2023 through November 30, 2027.

1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.4.1 Registration of business name (if applicable) with the Secretary of State at https://www.sos.mo.gov/business/startBusiness.asp.

1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.4.3 Taxes (e.g., city/county/state/federal)

1.4.4 State and local certifications (e.g., professions/occupations/activities)

1.4.5 Licenses and permits (e.g., city/county license, sales permits)

1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.5 If the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

1.6 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Center for Local Public Health Services
Program Contact: Chelsea Robbins
Address: 930 Wildwood Drive, Jefferson City, MO 65109
Phone: 573-751-6770
Email: Chelsea.Robbins@health.mo.gov

2. PURPOSE

2.1 The purpose of the contract is to use funds to establish, expand, train and sustain public health workforce.

3. DELIVERABLES AND OUTCOMES

3.1 The Contractor shall use funds to assist with providing or implementing any of the following activities to support, strengthen and enhance the public health workforce:

3.1.1 Recruit, hire, and train new public health staff;

3.1.2 Support, sustain, retain and train the existing public health workforce;

3.1.3 Strengthen workforce planning, systems, processes, and policies;

3.1.4 Strengthen accountability and performance management, including accreditation;

3.1.5 Strengthen organizational abilities addressing information technology, human resources, financial management, contract and procurement services;

3.1.6 Improve equity and organizational competencies addressing leadership, governance and strategic planning;

3.1.7 Enhance communication; enhance or increase policy development and legal services and analysis

3.2 The Contractor shall follow the Appendix of Activities , Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein, provided by the CDC for guidance on activity examples for each strategy.

3.3 The Contractor shall ensure equitability for all activities within their health department.

3.4 The Contractor shall follow the guidance within the Notice of Funding Opportunity (NOFO) that will be provided to the Contractor by the Department.

3.5 The Contractor shall participate in on-going program evaluation activities outlined within the NOFO to assure program compliance with funding agency requirements throughout the contract period.

3.6 The Contractor shall participate and provide information on program planning, implementation, performance metrics and any other information necessary to perform a comprehensive evaluation for this grant.

3.7 The Contractor shall participate in the Department led monthly office hours via telephone and/or WebEx to provide technical assistance, build a sharing community of infrastructure grant related activities, answer grant-related questions, share successes, and seek peer input for quality improvement/information sharing.

3.8 The Contractor shall report activities of progress to the Department utilizing the survey designed by the Department's Evaluation Team for their 6 month progress reporting and the final summary report.

3.9 The Contractor must provide all staff within the Local Public Health Agency (LPHA) well-being or mental wellness support through one of the following means at a minimum; training, conference, program, access to counseling, assessments.

4. REPORTS

4.1 The Contractor must submit a progress report to the Department every 6 months in accordance to the following schedule:

Years 1 - 4 Time Period:	**Due Date:**
July 1 - December 30	January 15
January 1 - June 30	July 15
Fifth Year Period (Final)	**Due Date:**
January 1 – June 30	July 15
July 1 - November 30	December 30

4.2 The Contractor must submit a final summary report to the Department on December 30, 2027, to report all activities the LPHAs completed within the 5 year grant period.

4.3 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this

report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

5. BUDGET AND ALLOWABLE COSTS

5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment E, which is attached hereto and incorporated by reference as if fully set forth herein.

5.1.1 The Contractor shall request reimbursement for all expenses directly related to fulfill the contract deliverables during the period of performance December 1, 2022 through November 30, 2027. The Department will allow for expenses to be reimbursed backdated to December 1, 2022.

5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

5.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

5.4 Indirect costs

5.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

5.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and

fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

5.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

5.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

5.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.

5.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

5.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

5.7 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

6.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

6.2 The Contractor shall invoice the Department using the Vendor Request for Payment form and an invoicing tool. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. The Contractor shall indicate an invoice number for each invoice submitted in the following format: PHIGmmyy. For example, an invoice submitted for the month of March 2023 would

have the following invoice number PHIG0323. The Department will provide the Vendor Request for Payment form and invoicing tool to the Contractor.

6.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

6.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

6.5 The Contractor shall submit invoices and reports to:

Missouri Department of Health and Senior Services
Division of Community and Public Health/Center for Local Public Health Services
P.O. Box 570
Jefferson City, MO 65102-0570
Email: CLPHSCONTRACTS@health.mo.gov

6.6 The Contractor shall submit the final invoice no later than December 30, 2027. The Department shall have no obligation to pay any invoice submitted after the due date.

6.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

6.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

6.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

6.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

6.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services

Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

6.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://sam.gov/content/assistance-listings.

6.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

8.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

9. MONITORING

9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

11.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

12. LIABILITY

12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

14.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

15.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

15.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

15.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

15.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

16. TERMINATION

16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

16.1.2 A change in federal or state law relevant to this contract occurs; or

16.1.3 A material change of the parties to the contract occurs; or

16.1.4 By request of the Contractor.

16.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

16.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

16.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

17. SUBCONTRACTING

17.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

17.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

17.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

17.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

17.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

17.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

17.5 **REQUIREMENTS FOR FEDERAL ARPA SFRF**

17.5.1 The Contractor shall understand and agree that the contract involves the use of Federal American Rescue Plan Act (ARPA) State Fiscal Recovery Fund (SFRF) funds and the Contractor must comply with Exhibit 3, which is attached hereto and incorporated by reference as if fully set forth herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at https://health.mo.gov/information/contractorresources/ for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth. http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

Appendix 1: Sample Activities for Component A

This appendix lists the Key Activities for Strategies A1 – A3 of Component A, OE22-2203. The Key Activities are broad by design and intended to provide recipients with maximum flexibility to meet their needs. Below each Key Activity is a list of sample activities for recipients to consider. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this appendix. State recipients should consider these sample activities for their own agency as well as for work that could be done to support local health departments and tribes. There are no sample activities provided for Component B.

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Appendix 1 2

Strategy A1: Workforce

There are six Key Activities included in Component A, Strategy 1. Below each of these Key Activities are sample activities for recipients to consider for their own agency. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this appendix. Statewide recipients should also consider this a sample list of activities to support in local health departments and tribes, to strengthen the workforce of public health systems.

A1.1. Recruit and hire new public health staff.

a. Conduct systematic workforce needs assessments to identify priority needs now and, in the future.

b. Expand and improve recruitment efforts to reach wide and diverse pools of potential applicants, particularly through partnerships with relevant institutions.

c. Change application and selection methods and provide training to reduce unconscious or conscious negative biases and to improve fairness.

d. Create new job descriptions to better meet needs.

e. Revise job pay scales.

f. Establish, expand, and use a range of mechanisms to rapidly hire public health staff, including direct hire mechanisms (term-limited and not), formal agreements or contracts with staffing agencies, as well as partnerships with community-based organizations, academic institutions including minority-serving institutions (e.g. HBCUs, HACUs, etc.), and other local, state, and national partners that may provide efficient and effective ways to supplement the public health workforce.

g. Offer a range of hiring incentives to attract new talent, including hiring or other bonuses, student loan repayment, moving expenses, remote work, and telework.

h. Work with and recruit from the Public Health AmeriCorps program, Preventive Medicine Residencies, and other programs that provide a pathway into public health as a career.

i. Establish or expand internships, fellowships, apprenticeships, and related programs for entry-level staff and mid-level staff.

j. Establish or strengthen programs that provide capacity for surges in public health staffing as needed, in response to emergencies or outbreaks.

k. For jurisdictions with Native American Tribes, consider hiring a Tribal Liaison Director preferably from a Tribal community.

l. Hire health education specialists, instructional designers, and other staff with training development skills to support the training needs of public health staff.

A1.2. Retain public health staff.

a. Identify and use hiring mechanisms to effectively transition staff from one type of contract or mechanism to a new one, to maintain continuity of service.

b. Offer a range of retention incentives, including bonuses, student loan repayment, benefits, moving expenses, remote work, and telework.

c. Revise the terms or classification of existing jobs or job series to allow for increases in pay or benefits.

d. Create or expand new promotional opportunities and leadership tracks.

Appendix 1 3

e. Establish or strengthen supportive services available to the workforce, to provide additional flexibility to help balance work-life responsibilities and maximize hybrid work opportunities.

A1.3. Support and sustain the public health workforce.

a. Expand employee well-being programs to address burnout, work-life balance, and job satisfaction.

b. Adopt new evidence-based workplace programs that support staff emotional and physical well-being.

c. Review and strengthen workplace policies that support staff emotional, mental, and physical well-being.

d. Strengthen employee engagement programs and methods.

e. Expand employee involvement in professional networks and in relevant support groups.

f. Strengthen and conduct staff viewpoint surveys and other ways to assess staff experiences and attitudes to better understand areas for improving workplace culture and practices.

g. Share and use employee input in strategic planning and other workplace and workforce initiatives.

h. Implement sabbatical programs that allow staff to reset and learn, while remaining in the workforce.

A1.4. Train new and existing public health staff.

a. Conduct training needs assessments of existing and new staff to identify priority areas for training investments.

b. Establish or expand contracts or partnership with training partners to add training offerings that meet CDC quality training standards across a wide range of needs.

c. Revise and upgrade existing training programs to improve their quality or relevance.

d. Establish or expand contracts or partnership with accreditation providers to offer continuing education credits to help staff maintain licensures and certifications.

e. Create or enhance incentive programs for staff to seek and complete training or to mentor peers.

f. Establish or revise training tracks or certificate programs to incentivize and guide staff who seek to build deeper skillsets in a particular area.

g. Establish or expand leadership development programs for staff who demonstrate leadership potential or are in management positions.

h. Support staff to enroll in trainings offered through academic or other institutions, including support for travel.

i. Establish follow-up support programs that provide opportunities for continued learning after trainings, such as job-aids, coaching, and communities of practice.

j. Strengthen training evaluation capacity.

k. Promote learning opportunities through a variety of channels.

A1.5. Strengthen workforce planning, systems, processes, and policies.

a. Create or revise a comprehensive workforce development strategy.

Appendix 1 4

a. Create workforce development boards and other new organizational structures and teams, to guide and implement a comprehensive workforce development strategy.

b. Create or modify staff positions within the organization to focus on key crosscutting workforce issues, such as staff engagement; diversity, equity, inclusion, and accessibility; succession planning and career pathways; and workforce science and forecasting.

c. Catalyze the collection and use of workforce data, to guide workforce planning, development, management, and forecasting.

d. Upgrade human resource and other information systems and improve interoperability among systems.

e. Refresh online recruitment and hiring portals to be more user friendly, useful, and modern.

f. Purchase, maintain, and improve workforce training systems including annual subscription costs for using the TRAIN Learning Network.

g. Strengthen policies related to hybrid work environments, telework, and related requirements to maximize flexibility to hire and retain talent.

h. Identify opportunities to modify or amend internal policies that might hinder internal workforce development practices (e.g., improving recruitment and selection procedures, cross-training opportunities).

i. Identify opportunities to educate policy makers about state, local, or territorial policies, to better meet workforce development needs of the recipient or the public health sector as a whole (e.g., addressing inflexible hiring, firing, and salary rules or rigid criteria for eligibility for promotion).

j. Conduct quality improvement on existing systems or processes to identify areas ripe for change and track outcomes associated with changes made.

k. Strengthen partnerships with relevant labor unions to discuss opportunities for collaboration and for improving workplace conditions.

l. Establish or strengthen partnerships with human resource and other organizational systems experts to provide advice and support for strengthening.

A1.6. Strengthen support for implementation of this grant.

a. No sample activities are provided for this Key Activity.

Strategy A2: Foundational capabilities

There are seven Key Activities included in Component A, Strategy 2. Below each of these Key Activities are sample activities for recipients to consider for their own agency. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this appendix. Statewide recipients should also consider this a sample list of activities to support in local health departments and tribes, to strengthen foundational capabilities and the ability to meet national accreditation standards at the local level.

Appendix 1 5

A2.1. Strengthen accountability and performance management, including accreditation.

a. Support all efforts required to apply for public health department accreditation or reaccreditation through the Public Health Accreditation Board (http://www.phaboard.org); this may include contracting or hiring for support to help with accreditation readiness efforts, support for accreditation fees, or relevant training or technical assistance.

b. Support efforts required to address identified gaps or areas for improvement identified through the accreditation process and in accreditation reports, for those health departments that are accredited or in the process of seeking accreditation or reaccreditation.

c. Establish and/or support statewide activities that advance the ability of local health departments to meet national accreditation standards, participate in the Pathways Recognition program, and seek or maintain accreditation, which can include the developing and delivering training and technical assistance, developing and implementing an accreditation learning community to share best practices, and fostering peer-to-peer support.

d. Develop and maintain a performance management system, which may include procuring appropriate performance management software, to monitor achievement of organizational objectives.

e. Develop processes to identify and use evidence-based and/or promising practices when implementing new or revised processes, programs and/or interventions at the organizational level.

f. Procure external contract assistance and establish partnerships to improve or maintain an organization-wide culture of continuous quality improvement and the organizational use of quality improvement tools and methods.

g. Develop and improve recruitment, retention, and succession planning of a qualified and diverse workforce; training based on workforce competencies; and performance evaluation and accountability of the workforce (see also Strategy A1 Workforce, which can also be used to support this work).

h. Develop a workforce surge plan with actual processes, MOU's and/or contracts put in place with a staffing agency or agencies with the proven experience and track record for hiring and deploying qualified and expert staff for any public health all-hazards emergency within 45 days of the emergency declaration (e.g., The Hurricane Response Hub initiative) (see also Strategy A1 Workforce, which can also be used to support this work).

i. Develop a workforce development plan that assesses workforce capacity and gaps using recognized staff competencies and includes strategies for action (see also Strategy A1 Workforce, which can also be used to support this work).

A2.2. Strengthen organizational competencies addressing information technology, human resources, financial management, contract, and procurement services.

a. Upgrade human resource and other administrative information systems, which may include software and hardware, and improve interoperability.

Appendix 1 6

a. Develop standard policies and practices for the efficient and effective use of bona fide agents or an administrative partner. https://www.cdc.gov/publichealthgateway/grantsfunding/expediting.html

b. Upgrade and/or improve the financial management, contract, and procurement systems and services, including facilities and operations by updating or improving systems that maintain a high quality of budgeting, auditing, billing, and financial system and chart of expense and revenue accounts in compliance with federal, state, and local standards and policies.

c. Improve all systems and processes to procure, maintain, and manage safe facilities and efficient operations. Including streamlining procurement processes when possible.

d. Develop policies, practices and tools to improve the management of financial, information management, and human resources effectively.

e. Advance information technology services, including privacy and security by maintaining and procuring the hardware and software needed to access electronic health information and to improve the department's operations and analysis of health data.

f. Develop policies and practices that will improve financial systems that will allow department-wide use and accountability for innovative financing strategies, such as braiding and layering funds from multiple funding sources to focus on social determinants of health and other health equity initiatives.

g. Develop policies and practices to include an equity lens in contracting, purchasing, and budgeting procedures; implementing processes to consider power in internal decision making; or integrating equity concepts in human resources policies.

A2.3. Enhance communications.

a. Improve, develop, and implement strong communications capability and products

b. Work with partners in developing culturally/linguistically relevant and responsive communication products and strategies.

c. Develop and use health communication strategies to support prevention and well-being, including collaborating.

d. Develop or enhance the department's ability to use social media platforms, which may include hiring a communications firm to establish/advance the department's social media presence.

e. Procure, upgrade or maintain communication technologies needed to interact with community residents in a timely manner, as well as establish and maintain ability to transmit and receive communications to and from the public on a 24/7 basis.

f. Provide information on public health issues and public health functions through multiple methods, languages, and media to a variety of audiences. This may include support for a public information officer role and/or media training for health department staff.

A2.4. Enhance or increase policy development and legal services and analysis.

a. Develop and implement strong policy development and support capabilities.

b. Invest in legal services and analysis to access and appropriately use legal services in planning, implementing, and enforcing public health initiatives, including relevant administrative rules and due process.

c. Create, champion, and implement policies, plans, and laws that impact health.

d. Promote compliance of affected individuals or organizations with public health laws including through communication, education, and training.

e. Conduct assessment of existing public health policies and their impact on social and structural determinants of health, generating data to inform health equity decision-making.

A2.5. Strengthen community partnership development and engagement.

a. Set up processes and systems to better collaborate with behavioral health partners and experts by funding behavioral health services in medically underserved communities as appropriate.

b. Support efforts to create, convene, and sustain strategic, non-program specific relationships with key health-related organizations; community groups or organizations representing populations in U.S. communities that have been economically or socially marginalized, are located in rural geographic areas, are composed of people from racial and ethnic minority groups, are medically underserved, and are disproportionately affected by COVID-19 or other priority public health problems; private businesses and health care organizations; and relevant federal, tribal, state, and local government agencies and non-elected officials.

c. Provide forums and opportunities for direct access, conversation, and engagement with communities and populations to identify and understand key health needs, gaps, and opportunities.

d. Support leadership efforts to convene external partners to consensus, with movement to action, and to serve as the trusted public face of governmental public health in the department's jurisdiction.

e. Participate in or lead a cross-sector collaborative process resulting in a comprehensive state/community health assessment (nationally recognized frameworks and tools such as Mobilizing for Action through Planning and Partnerships, County Health Rankings, and Healthy People, can be used to inform or conduct these assessments).

f. Develop and implement cross-sector state/community health improvement plans based on comprehensive community health assessment; nationally recognized frameworks and tools should be used to develop these plans.

g. Engage with the public health system and the community in identifying, prioritizing, and addressing key health needs through collaborative processes.

h. Engage with partners in the health care system to assess and improve health service availability and access.

i. Develop and implement multisector or system strategies to increase access to social services.

a. Build relationships with educational programs that promote the development of future public health workers, including partnerships to create pathways into the public health workforce.

b. Connect communities to services that support the whole person by providing robust linkages and navigation for community resources, which can include partnerships with healthcare in conducting social and structural determinants of health screening.

c. Support and resource local health department's ability to strengthen and deliver environmental health services, which can include delivering technical assistance and training, and providing timely and locally relevant information on environmental public health threats.

A2.6. Improve equity and organizational competencies addressing leadership, governance, and strategic planning.

a. Support all efforts to strategically coordinate health equity programming and practice at all levels, through a strategic vision and/or subject matter expertise which can lead and act as a resource to support such work across the department.

b. Conduct a department-wide strategic planning process, which may include hiring a facilitator external to the department or organization.

c. Support organizational improvement efforts, including reorganization processes or efforts to explore cross-jurisdictional sharing, which may be put in place to better align the agency processes, resources, and capabilities to meet today's public health needs.

d. Develop policies that foster accountability and transparency within the organizational infrastructure to prioritize equity, ethical practice, decision-making, and governance.

A2.7. As appropriate, implement plans to transition from COVID-19 emergency response and other emergency response and preparedness projects.

a. No sample activities are provided for this Key Activity.

Strategy A3: Data Modernization

There are six Key Activities included in Component A, Strategy 3. Below each of these Key Activities are sample activities for recipients to consider for their own agency. Recipients are encouraged to work closely with CDC on any activities they may want to implement that are not included in this appendix. Statewide recipients should also consider this a sample list of activities to support in local health departments and tribes, to strengthen data modernization efforts.

A3.1. Identify a data modernization director and supporting team.

a. Identify enterprise-wide steering committee to guide assessment, planning and implementation of identified priority activities.

b. Expand departmental policies, procedures, and practices to orient towards an agile procurement, planning and implementation approach for DMI implementation.

c. Engage contractors with technology, assessment, planning, system design, and implementation expertise to support activities, if needed.

Appendix 1 9

A3.2. Assess and report the current capacity, gaps, and opportunities to modernize the public health data infrastructure and workforce.

a. Complete required assessment outlining current capacity, gaps and opportunities. CDC has an assessment tool available for use by jurisdictions.

A3.3. Create implementation plans

a. Identify enterprise-wide vision and goals for data modernization. Reference the CDC-developed "north star" vision for public health data infrastructure.

b. Define technical standards for tools and services needed to achieve data modernization vision.

c. Incorporate services and resources available from CDC, other jurisdictions, public health partners, health care partners, and city/county/state governmental infrastructure.

d. Plan towards iterative outcomes that first focus on addressing problems of highest public health value and lowest technical complexity.

e. Utilize agile-focused methodologies to develop implementation plans that can be quickly implemented, are flexible and adaptable, and whose lessons learned can readily propagate and scale successes.

A3.4. Implement developed work plans to realize data infrastructure enhancements and improvements.

a. Implement agile-focused work plans to address prioritized areas of focus. Domain areas of focus can include, but are not limited to, the following areas: o Data Exchange and Systems Interoperability

- o Data and IT Governance
- o Data Analytics, Visualization, and Dissemination
- o Data Standardization and Linkage
- o System Security and Data Protection
- o Process Automation
- o Achieving Efficiencies

A3.5. Accelerate implementation by proposing innovative modernization projects to enhance data quality, exchange, dissemination, and use.

a. There are no sample activities provided for A3.5. Refer to A3.4. for areas that can be accelerated.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	
5. UEI Number	6. EIN	7. Report Type	
		☐Annual	☐Final

8. Transactions

Contract Expenditures:

8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00

Match Requirements (if required by the contract):

8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (10-2022)

Joplin City Health Department

Completed By:	Ryan Talken	Date Completed:	7/17/2023
Contact Email:	RTalken1@joplinmo.org	Contact Phone Number:	417-623-6122

Infrastructure Contract Budget

		Budget Amount		Amount allowed for Indirect
Total Contract Amount		$ 239,050.00		
Programmatic Operational Expenses (can be included in indirect)				
Personnel Services		$ 138,630.00		$ 138,630.00
Fringe Benefits		$ 92,420.00		$ 92,420.00
Travel		$ 1,000.00		$ 1,000.00
Supplies		$ 7,000.00		$ 7,000.00
Other		$ -		$ -
Contractual				
Subcontract #1	$ -			$ -
Subcontract #2	$ -			$ -
Subcontract #3	$ -			$ -
Subcontract #4	$ -			$ -
Subcontract #5	$ -			$ -
Subcontract #6	$ -			$ -
Contractual Total		$ -	Total	$ 239,050.00
Indirect (Administrative) Percent	0%			
Indirect (Administrative) Total		$ -		
Total Programmatic Operational Expenses		$ 239,050.00		
Additional Expenses (cannot be included in indirect)				
Equipment		$ -		
Rental/Lease Costs		$ -		
Participant support costs		$ -		
Tuition remission/scholarships/fellowships/student loan repayment		$ -		
Capital expenditures		$ -		
Total Additional Expenses (cannot be included in indirect)		$ -		
Total Contract Budget		$ 239,050.00		
Surplus/(Deficit)		$ -		

Budget Narrative/Justification

Programmatic Operational Expenses

Personnel Services - include name, title, role, salary or hourly rate

New posiiton Worksite Wellness Program Coordinator or similar title. Expected Salary range $45,440 to $69,143 Annually. Position will be City of Joplin Health Department Employee. Job duties will inlcude point person for programs designed to improve mental and physical health outcomes for all City of Joplin employees and their families.

Fringe Benefits - include fringe benefits as either a percentage or hourly rate for personnel listed above

Fringe Benefits calculated 40% of salary. Fringe benefits include health insurance, workmans compensation, FICA, LAGERS retirement, Life Insurance, Dental and Disability.

Supplies - include all supply purchases including general office supplies, paper, pens, toner cartridges and program supplies, etc.

Supplies will include general office supplies, Office Furniture, Computer. No single item above $5000.

Travel - include all travel anticipated and include hotel, meals, and mileage according to agency policy or CONUS rate (whichever is lower)

General Work related travel, conferences and seminars

Other - include any other expenditures that cannot be classified above and include expense details (quantities, unit price, etc.)

Contractual -include contractor name, period of performance, method of accountability, scope of work, estimated amount

Modified Total Direct Costs (MDTC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

The contractor is entitled to charge their negotiated rate. If you have an approved negotiated rate please contact CLPHSCONTRACTS@health.mo.gov as we will need to modify this document to allow the proper calculation of Indirect Cost. In lieu of using their federally negotiated indirect cost rate or if you do not have an approved federally negotiated rate, the contractor may opt to accept an indirect cost rate up to 10% of the modified total direct costs or the contractor may waive charging indirect costs. The alternative method cannot result in more indirect earnings for the contractor than their negotiated rate If taking less than 10% MTDC for indirect please enter the percent into cell

Additional Expenses

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000, include items, unit price, and quantity

0

Rental/Lease - include monthly or yearly cost and rental/lease period

0

Participant Support Cost means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.

0

Tuition Remission/Scholarship and Fellowship - include description of degree and/or program and costs

$0.00

Capital Expenditures means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

$0.00

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Local Public Health Agency Infrastructure (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the Contractor must perform/provide each of the following. The Contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.uscis.gov/e-verify; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed, at minimum, by the Contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

> **Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.
>
> **Boycott Israel** and **Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by a Contractor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a Contractor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a Contractor that meets the definition of "Company" and has ten or more employees.

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Entity Name Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name Date

EXHIBIT 3

TERMS AND CONDITIONS FOR CONTRACTOR RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: Joplin City Health Department ("Contractor") understands and agrees that the funds disbursed under this contract may only be used in compliance with section 602(c) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury ("Treasury")'s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement.

Period of Performance: The period of performance for this award begins on the date hereof and ends no later than December 31, 2026. Contractor may use funds provided under this agreement to cover eligible costs incurred during the period of performance, but no later than December 31, 2024.

Reporting: Contractor agrees to comply with any reporting obligations established by Treasury or the State of Missouri ("State"), as it relates to this agreement. Those reporting obligations shall include, without limitation, the following:

Maintenance of and Access to Records: Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Contractor shall also maintain records and financial documents: 1. sufficient for the State, with respect to Contractor's participation in this agreement, to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Contractor's participation in this agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Contractor in order to conduct audits or other investigations or reviews. Records shall be maintained by Contractor for a period of five (5) years after the end of the period of performance. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Contractor's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents:

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this agreement.

Compliance with Applicable Law and Regulations: Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Contractor also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this agreement.

Federal regulations applicable to this agreement include, without limitation, the following:

i. If the amount of this agreement is expected to equal or exceed $25,000, or if this agreement is for federally-required audit services, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

ii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

iii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

iv. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Contractor's receipt of this funds under this agreement, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of funds under this agreement in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Contractor's acts or omissions respecting this agreement. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Contractor's receipt of funds under this agreement or to recoup such funds in whole or in part, under this agreement or other applicable law.

Hatch Act: Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this agreement must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Contractor's debt to the State. Debts owed by Contractor to the State must be paid promptly by Contractor. A debt owed the State by Contractor under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Contractor.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this agreement.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is hereby encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles, and to encourage any subcontractors to do the same.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Contractor to adopt and enforce policies that ban text messaging while driving, and to encourage any subcontractors to do the same.[1]

II. By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Contractor acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor's programs, services, and activities.

Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d* et seq.*, as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.*

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is,

[1] Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Contractor is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Contractor.[2]

_____ Date: _____

Signature of Authorized Representative

_____

Printed Name of Authorized Representative

III. This agreement shall be conducted in accordance with the standards set forth at 2 C.F.R. §§ 200.317 through 200.327, as applicable. Pursuant to 2 C.F.R. § 200.327 and Appendix II to Part 200 of Title 2 of the C.F.R.:

i. Contracts for more than $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of $10,000 must address termination for cause and for convenience by the State, including the manner by which it will be effected and the basis for settlement.

[2] Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

iii. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

iv. When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

v. Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.[3]

vi. If the State or Contractor wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the State's award of ARPA funds or this agreement, the State and/or Contractor must comply with the requirements of 37 C.F.R. Part 401,

[3] Additionally, "in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 C.F.R.] § 5.1," 29 C.F.R. § 5.5(c) requires that another clause be included "in any such contract," *id.* For language appropriate to construction of this additional clause, see 29 C.F.R. § 5.5(c).

"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This requirement applies when the amount of the agreement is expected to equal or exceed $25,000, or if the agreement is for federally-required audit services. 2 C.F.R. § 180.220.

ix. Contractors that apply or bid for an award exceeding $100,000 must file the certification required by 31 U.S.C. § 1352, the Byrd Anti-Lobbying Amendment. Under that law, each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

x. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. competitively within a timeframe providing for compliance with this agreement's performance schedule; 2. meeting this agreement's performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

xi. Pursuant to Pub. L. No. 115-232, H.R. 5515 (115th Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to

procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, "covered telecommunications equipment or services" has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. *See also* 2 C.F.R. § 200.216.

xii. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this provision: 1. "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	54258	**State:** 0% $0.00	**Federal:** 100% $239,050.00
Contract Title:	LOCAL PUBLIC HEALTH AGENCY INFRASTRUCTURE		
Contract Start:	8/1/2023 **Contract End:** 11/30/2027	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT		

CFDA: 93.967	**Research and Development:** N
CFDA Name:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award:	1NE11OE000072-01, 6NE11OE000072-01
Federal Award Name:	STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS
Federal Award Year:	2023 **DHSS #:** OE00007201A1 **Federal Obligation:** $239,050.00

*** The Department will provide this information when it becomes available.**

Project Description:

Contractor shall use funds to establish, expand, train and sustain public health workforce.

COUNCIL BILL NO. 2023-454 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing August 1, 2023 and running through November 30, 2027, for the amount of up to Two Hundred Thirty-Nine Thousand, Fifty Dollars and No Cents ($239,050.00), to enable the Health Department to establish, expand, train and sustain the public health workforce, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, to sustain a public health workforce to provide services to residents of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 2nd day of October, 2023, by a vote of

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney