INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of January, 2021 (the "Effective Date"), by and between the City of Joplin, Missouri (hereinafter "City"), and Allgeier, Martin and Associates, Inc., a Missouri Corporation (hereinafter "Contractor"), and with City and Contractor being referred to collectively as the "parties."

WHEREAS, City desires to retain an independent contractor for the purpose of negotiating right of way and easements for the City's street widening project on Connecticut Avenue between 32nd Street and Interstate 44; and

WHEREAS, Contractor desires to be retained as an independent contractor for the purpose of negotiating right of way and easements for the City's street widening project on Connecticut Avenue between 32nd Street and Interstate 44 pursuant to the terms of this Agreement.

NOW THEREFORE, the parties do hereby agree as follows:

1. Term. The term of this Agreement is from the effective date through June 30, 2022, unless terminated as provided herein.

2. Contractor's Services. City shall provide design documents that clearly identify the proposed right of way and easement limits, title work, survey information, and any needed appraisals for up to 47 parcels. Contractor agrees to diligently perform in a professional and workmanlike manner the following scope of services:

a. Using the appraisals, and right of way and easement documents provided by City, check and update the documents to reflect the current property owners and their addresses.

b. Set up and maintain right of way and easement acquisition file for each parcel.

c. Meet with property owners to attempt negotiations for properties.

d. Send appropriate notices to property owners as required by funding source, city policy, and applicable law.

e. Send certified letter of offer to each property owner.

f. Contact owners and arrange on site or office meetings to review project or compensation details.

g. Prepare a detailed Negotiations Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

h. Review counter offers, special requests, or conditions with project manager.

i. Once an agreement has been reached, consultant will obtain signatures and provide

notary services for each required document.

j. Signed documents shall be forwarded to City for appropriate approval, payment processing, and recording.

k. Arrange for payments, if any, by City to property owners in exchange for said right of way. Contractor shall deliver said payment to property owner.

l. In the event that negotiation for right of way is unsuccessful after three attempts, provide to City a prepared report of negotiations and the remainder of the file to allow City to decide the course of future action.

m. Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by Contractor as an additional service.

n. The right of way and easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing Scope of Services for the not to exceed price of $85,000.00. Payment shall be at the hourly labor rates and non-labor rates in the schedule attached hereto and incorporated by reference as Exhibit A. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment. Contractor will submit a monthly invoice that shall be paid within thirty (30) days of receipt.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Affidavit for Contracts Over $5,000. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work

authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

6. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

7. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

8. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

9. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Contractor.

10. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

11. Compliance with Laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

12. Contract Documents. Intentionally omitted.

13. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

14. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, 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 working solely for Contractor, any fee, commission, gift, or contingent fee.

15. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

16. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

17. Intellectual Property. City shall own all right, title, and interest, including all related intellectual property rights, including all copyrights, patents, service marks, trademarks, trade secrets, names, logos, designs, images, websites, social media accounts, and all other related information whatsoever, whether tangible or intangible, in and to the work covered by this Agreement.

18. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

19. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

20. Rights and Benefits. Contractor's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

21. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be

effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

22. Termination. Either party may terminate this Agreement, without cause, by giving the other party thirty (30) days' written notice of the same.

23. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR ALLGEIER, MARTIN AND ASSOCIATES, INC.

By: Kurt Higgins
Its: Sr. Vice President

Date: 12-21-20

FOR THE CITY OF JOPLIN

Nick Edwards
City Manager

ATTEST:

Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

Peter C. Edwards
City Attorney

# EXHIBIT A

RATE SCHEDULE
2021

LABOR RATES

| Classification | Hourly Billing Rate 01/01/2021 thru 12/31/2021 |
|---|---|
| Principal/Engineer V | $232 |
| Principal/Engineer IV | $210 |
| Principal/Engineer III | $194 |
| Project Manager/Engineer II | $172 |
| Project Manager/Engineer I | $156 |
| Technician III/GIS Specialist | $142 |
| Technician III | $120 |
| Technician II | $108 |
| Technician I | $101 |
| Two-Man GPS Survey Crew | $199 |
| One-Man GPS Survey Crew | $156 |
| Three-Man Survey Crew | $216 |
| Two-Man Survey Crew | $172 |
| Registered Land Surveyor II | $183 |
| Registered Land Surveyor I | $161 |
| Survey Crew Member | $82 |
| Right of Way Specialist | $125 |
| Project Representative III | $120 |
| Project Representative II | $108 |
| Project Representative I | $99 |
| Secretary/Assistant | $82 |
| Print Specialist | $82 |

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**NON-LABOR RATES**

| Item | Rate |
|---|---|
| Travel | $0.57 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 |