EXHIBIT A

REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECTURAL SERVICES

(2015-RFQ-01)

REQUEST FOR QUALIFICATIONS (RFQ)
FOR ARCHITECTURAL SERVICES
FOR JOPLIN PUBLIC LIBRARY
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CITY OF JOPLIN
REQUEST FOR ARCHITECTURAL SERVICES

The City of Joplin, Missouri will accept sealed qualifications until 2:00 P. M., November 24, 2014 at the Joplin City Hall, 602 S Main, Joplin, Missouri, 64801 for the following:

ARCHITECTURE/DESIGN SERVICES
JOPLIN PUBLIC LIBRARY

Specifications and bid forms are available from Tony Robyn, Disaster Recovery Coordinator at 417-624-0820, ext. 541, by writing to the address indicated above or by visiting www.joplinmo.org/bids. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals on all City purchases.

A general description of scope of work for this RFQ is attached as Exhibit “A”.

CITY OF JOPLIN reserves the right to refuse and reject any or all qualifications and to waive any or all formalities or technicalities or to accept the firm(s) who CITY OF JOPLIN in its sole discretion determines to be most qualified, and hold the qualification for a period of 90 days without taking action. Qualifications submitted past the deadline date and time will not be accepted. Caution to those submitting qualifications; those not in the proper form may be rejected.

CITY OF JOPLIN
REQUEST FOR ARCHITECTURAL SERVICES

PURPOSE OF RFQ

CITY OF JOPLIN invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing architectural services in connection with the Joplin Public Library as herein outlined.

LOCATION

CITY OF JOPLIN is planning to construct a new approximately 50,000SF public library. The City and its designated Project Development Manager, CBC Real Estate Group "CBC" are interested in obtaining the services of an architectural design firm for a new library complex to assist in the design and programming of the facility including such items as estimating and compiling budgets, full architectural design, coordinating for the project, and assist with various grant reporting requirements. All work is in Joplin, Missouri. CITY OF JOPLIN/CBC intends to competitively bid the project to qualified general contractors who will perform the work according to plans and specifications proposed by the qualified firm chosen pursuant to this RFQ.

OBJECTIVE

CITY OF JOPLIN proposes to retain a highly qualified, capable firm(s) to act as the Architect during the planning and execution of the project for not-to-exceed price as will be determined with the selected firm based upon a detailed scope of work.

Those firm(s) who participate in this RFQ process are sometimes referred to as "Respondents" and "Architects". CITY OF JOPLIN will give prime consideration to the Architect with significant, current experience in the development, design, renovation, and construction, of similar buildings and projects. CITY OF JOPLIN reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any Respondent on any terms or conditions.

SCOPE OF WORK

The selected Architect will be required to perform the basic architectural and engineering services to be specified more fully in a contract agreement. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. CITY OF JOPLIN anticipates a contract which will include schematic design, production of computer generated renderings, and cost estimations; however, CITY OF JOPLIN reserves the right to include additional project elements in the initial or subsequent professional services agreements as CITY OF JOPLIN may (in its sole discretion) deem appropriate. CITY OF JOPLIN will not use the standard AIA contract documents to secure the professional services herein described. The Architect will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, and structural engineering as appropriate for the Scope of Work negotiated. Civil engineering and landscape architecture will be under separate RFQ. The Architect is also required to identify and select the appropriate sub-consultants; however, CITY OF JOPLIN reserves the

right to approve proposed sub-consultants that will be associated with the Project.

PROJECT FUNDING

Funding for the work described herein will be provided through the Economic Development Administration (EDA) with additional funding from the CITY OF JOPLIN.

FEDERAL GRANT REQUIREMENTS

Use of Federal Funds: All contracts, services, purchasing, and activities must conform to U.S. Department of Commerce - Economic Development Administration federal assistance and guidelines to include the following:

Access to and Retention of Records: The Owner, EDA, the Controller General of the United States, the inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the Company (which are directly pertinent to this contract) for the purpose of making an audit, examination, excerpts, and transcriptions. The Company shall maintain all required records for at least three years after the Owner makes final payment and all pending matters are closed.

Discrimination: The contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national original or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. 60.1(a)(7), 29 C.F.R. Part o471 Appendix A to Subparty A, 41 C.F.R. 60-300.5 (a) ii and 41 C.F.R. 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60 -300.5 (a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60 -741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

SELECTION PROCESS

Selection of firm(s) will follow the submittal-interview process.

From a review of the statements of qualification received, CITY OF JOPLIN intends to evaluate the proposals and possibly invite one or more firms to be interviewed before making a final selection of a firm for this project. CITY OF JOPLIN will notify firms of the date and time of the interview. CITY OF JOPLIN reserves the right to make a selection based solely on statements of qualifications received. CITY OF JOPLIN may request that presentations be made to Selection committee consisting of city staff, city project manager, CBC and library staff.

EVALUATION CRITERIA

The criteria used to evaluate the RFQ responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

Stage 1 Mandatory Criteria -

"MANDATORY CRITERIA"	SATISFIED (YES/NO)
Demonstrated experience providing requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.	
Demonstrates direct industry experience and familiarity with modern library design, construction and operations	

The CITY OF JOPLIN may discontinue the evaluation of, and reject, any Proposal that does not satisfy the Mandatory Criteria.

Stage 2 Rated Criteria - 100 possible points

"RATED CRITERIA"	MINIMUM RATED CRITERIA THRESHOLD (Minimum 3 out of 5)	WEIGHTING
Methodology - that the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein	30 Maximum Points Possible	30%
Experience - previous experience performing related projects of complex nature	25 Maximum Points Possible	25%
References - will be based on references submitted as part of RFQ, but can include clients not submitted	15 Maximum Points Possible	15%
Has experience and knowledge of working with similarly sized communities and ability to comply with City of Joplin codes, policies and regulations.	15 Maximum Points Possible	15%
Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner	15 Maximum Points Possible	15%
TOTAL	100 Maximum Points Possible	100%

ADDITIONAL INSTRUCTIONS , NOTIFICATIONS AND INFORMATION

No Gratuities - Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of CITY OF JOPLIN for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means other than disclosure of qualifications and credentials through

the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with members of CITY OF JOPLIN, which are outside of the establish process should not be initiated.

ADMINISTRATIVE REQUIREMENTS

A. RFQ Schedule

Activity	Date
RFQ issued	October 26, 2014
Final questions due from potential vendors	November 14, 2014
City responses to questions and/or addenda issuance	November 18, 2014
Proposal Submission Deadline	November 24, 2014
Proposed Shortlist Selection Date	December 2, 2014
Proposed Interviews and Contract Discussions	Week of Dec 8, 2014

This timetable may be modified based on number of proposals received and extent of interview and discussion timeframes.

B. Addenda to the RFQ and Requests for Information: The City may, at its sole discretion, issue Addenda to this Request for Qualifications containing responses to questions and requests for information, clarifications or revisions of the RFQ, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFQ. Addenda or clarifications will be posted on the City of Joplin's website.

Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than 2 p.m., November 14 2014 via e-mail to both trobyn@joplinmo.org and mkaiser@cbcrealestategroup.com or in writing, to Tony Robyn, City of Joplin, 602 South Main, 3rd Floor, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Contractor finds any inconsistency or ambiguity in the RFQ, the Contractor is requested to contact the City Attorney at the enclosed address. Access to a digital copy of this RFQ, as well as any additional Addenda issued, may be found at http://joplinmo.org/bids

The City may at its discretion dictate multiple design phases and construction contracts for any project. Staying within the proposed project budget will be of primary concern to the

City staff. Innovative solutions outside of the proposed project plan will be given serious consideration. The City reserves the right to award one or more projects to one or more firms.

C. All Information True

By submitting a response, Respondents represent and warrant that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, may be excluded.

D. Interviews

After the initial evaluation of the statements of qualifications, Respondents will be notified of their status in the selection process. Respondents who are "short-listed" should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent's approach, but on an appraisal of the persons who would be directly involved in the Project. "Short listed" respondents may be asked to make a presentation to the CITY OF JOPLIN project team and leadership.

E. Inquires

Please refrain from contacting CITY OF JOPLIN staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.

F. Cost of Responses

CITY OF JOPLIN will not be responsible for the costs incurred by anyone in the submittal of responses.

G. No Obligation

CITY OF JOPLIN reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all Respondents submitting responses, should it be deemed in CITY OF JOPLIN's best interest; or cancel the entire process.

H. Professional Liability Insurance

The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Missouri.

SUBMITTAL INSTRUCTIONS

Sealed submittals are required. An original and one copy of the responses are to be delivered to:

Contact: Tony Robyn, Disaster Recovery Coordinator
602 S. Main Street, 3rd Floor
Joplin, MO 64804
Phone: (417) 624-0820 ext. 541, Fax: (417) 624-4620
Email: trobyn@joplinmo.org

Michelle Kaiser, Senior Project Manager
CBC Real Estate Group, LLC – Project Development Manager
Phone: 816-285-9550
Email: mkaiser@cbcrealestategroup.com

Submittals will be received by the Disaster Recovery Coordinator and Project Manager at the specified location until the time and date cited above. Only submittals received by the correct time and date will be recorded.

Submittals must be submitted in an envelope with the Request for Qualifications number **(2015-RFQ-01)** and the Vendor's name and address clearly indicated on the envelope. All submittals must be completed in ink or typewritten and submitted by the time and date above. A digital copy in Word or PDF format should be included on CD or flash drive.

Proposers are strongly encouraged to carefully read the entire Request for Qualifications.

To enable CITY OF JOPLIN to efficiently evaluate the responses, it is important that the Respondents follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required.

PLEASE CLEARLY MARK "CONFIDENTIAL/PROPRIETARY" ANY INFORMATION THAT YOU SEEK TO PROTECT FROM PUBLIC DISCLOSURE UNDER THE MISSOURI PUBLIC INFORMATION ACT AND SUBMIT SUCH INFORMATION A SEPARATELY MARKED ENVELOPE. CITY OF JOPLIN CANNOT ASSURE ANY RESPONDENT THAT INFORMATION THAT IS MARKED CONFIDENTIAL/PROPRIETARY WILL REMAIN PRIVATE, HOWEVER, IN THE EVENT OF A REQUEST FOR SUCH INFORMATION UNDER THE PUBLIC INFORMATION ACT, CITY OF JOPLIN WILL TIMELY NOTIFY YOU IN WRITING OF THE REQUEST AND YOU WILL BE AFFORDED THE RIGHT TO SUBMIT BRIEFING TO THE MISSOURI ATTORNEY GENERAL.

CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project.

Each submittal shall include the following:

The submittal must detail how the design firm will provide the Scope of Services required by this RFQ as required by federal procurement guidelines. The design firms are encouraged

to present in their submittals any alternate or creative means of providing any item specified in the Scope of Services.

1) Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.

B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.

C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.

D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

2) Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

3) Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

4) Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ. The Proposal should provide all information which the Contractor considers pertinent to its qualifications for performing the work called for by the RFQ; including, but not limited to work detailed in the Scope of Work. Please limit representative projects to a maximum of 5 projects. These projects should have been completed in the last 5

years.

5) References

Each Contractor must furnish a minimum of five (5) references. At least three (3) of the five (5) references should be from projects of similar complexity and community size as the City of Joplin. Each reference must identify and describe the project worked on, and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

6) Disclosures

Disclose and detail whether your firm, staff, or proposed subcontractors have been involved in any library predevelopment discussion, design, planning, cost-estimating, or related work of the city-retained master developer, Wallace Bajjali Development Partners, to include brokerage relationships, commission arrangements, overrides or any other compensation arrangements. Disclosure of previous activity will not automatically disqualify your firm. Failure to disclose participation in predevelopment activities will disqualify the applicant.

7) Pending Claims

Each Contractor must describe any pending or ongoing administrative or judicial proceedings material to its business or finances, including, but not limited to litigation, consent orders, or agreements with state or federal regulatory agencies, and any claims, whether past, current, or pending, that involve work similar to the work sought by this RFQ. The nature of any such claim or proceeding must be described, together with its current status, final disposition (if any), and the parties involved.

EXHIBIT "A"
GENERAL DESCRIPTION OF SCOPE OF WORK

Purpose

The City and its designated Project Development Manager, CBC Real Estate Group "CBC" are interested in obtaining the services of an architectural design firm for a new library complex to assist in, design and programming of the facility including such items as estimating and compiling budgets, developing a conceptual design, coordinating additional RFQ's for the project, and assist with various grant reporting requirements such as quarterly progress reports.

Background

Joplin's *Blueprint for the Future* and the Citizens Advisory Recovery Team *Implementation Next Steps* both identify opportunities to continue to develop, invigorate, and nurture the areas most devastated by the tornado, as well as create synergy among major anchor projects and other projects underway in the community. By design, the library, like many of the proposed redevelopment projects and programs have ripple effects beyond the tornado damage zone and are intended to reach a broad base of citizenry and their expressed needs and issues. Since the early stages of recovery, the city's objective and actions have been to stabilize and minimize population loss. In addition to the reconstruction and development underway across the city and disaster area, the importance of this project stems from the fact that it is part of a suite of priority reconstruction and recovery efforts, including critical infrastructure improvements and anchor developments intended to transform the face of Joplin into an interconnected, vibrant and growing city moving forward. These projects together provide a powerful catalytic effect within and adjacent to the tornado recovery zone and provide incentives and implications for associated ancillary development, while specifically addressing a multitude of community challenges and needs. The whole of these projects will benefit the Joplin community well into the future and represent an unprecedented, once in a life time opportunity.

In 2012, the City of Joplin was awarded a grant from the U.S. Economic Development Administration, EDA Award No.: 05-79-05345, to relocate and build a modern library facility in the heart of the disaster area, to in part, help generate growth and economic resiliency in the wake of the 2011 tornado disaster. This EDA grant is for the redevelopment of the tornado impact zone including 20th Street corridor improvements. This project will be partially funded with Federal funds from the US Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

The City currently employs approximately 500 full-time employees. Our commitment to safety, our people, our work environment, and the reconstruction of the Joplin community, is principal. Our citizens are a vital ingredient in our success; they are in part what keep us informed and focused on maintaining and growing the community and stewarding its resources for the future.

CBC Real Estate Group, LLC has been selected as Project Development Manager, and is responsible for all aspects of procurement, programming, construction management and delivery of the Joplin Library Complex. The successful bidder will work closely with designated City staff and CBC personnel and will be under the direction of the CBC project manager.

General Requirements

The selected Design Firm will be responsible for:

a) Design of a modern public library facility of approximately 50,000 - 60,000 square feet (subject to final design) at 20th and Connecticut Streets in Joplin, Missouri, together with approximately 150 surface parking spots, landscaping, streetscaping, pedestrian access improvements, and an intermodal trailhead/pocket-park interface.

Overall library structure will be a single-story with a primarily masonry exterior, and will be durable construction, steel-frame, with decorative elements incorporated into the masonry exterior. Building should be designed for a usable life of greater than forty years, and sufficient to provide shelter in the event of threatening weather conditions. Level of finish should be good quality, but not luxury; the intent is to contain costs to the extent reasonable, but still provide Joplin an innovative and modern civic asset that speaks to the strength and pride of the citizens and their efforts to rebuild the City effectively and efficiently.

Subject to final design, current estimates are that the library would allocate approximately 36,000 square feet for book stacks, patron seating, work areas, and circulation; 7,000 square feet of meeting and program rooms; 5,000 square feet for administrative functions; 12,000 square feet for rest rooms, support services (including climate-controlled space for computer network equipment), and storage. At least 3,000 square feet of designated space is needed for the Post Memorial Art Museum and Reference Library. A small café and/or coffee bar should be incorporated into space design and visible and accessible from street. Approximately 5,500 square feet will be dual-use, shared space for a storm shelter designed and constructed in accordance with *FEMA 361 Design and Construction Guidance for Community Shelters*. The professional library consultant will analyze space utilization and needs for various elements of library operations.

While not seeking Leadership in Energy and Environmental Design certification, the overall facility should incorporate Leadership in Energy and Environmental Design-type standards and include sustainable technologies and innovations related to climate control, energy and space efficiency, water efficiency, landscaping, daylighting, site usability, and storm water management. Facility lighting and

significant sound mitigation will vary to fit the needs of various proposed facility operations. Technological capacity will be designed to accommodate flexibility, growth and digital needs for both wired and wireless applications for library operations. Exterior glass will be designed to avoid UV impact on the print collection as well as heating/cooling problems and security issues. However, if feasible, the southern exposure will be utilized for passive solar heating in cooler months; this would also provide a more open, inviting frontage on the 20th Street side. Facility exterior glass must incorporate angling and/or anti-bird glazing to mitigate bird collisions.

Additional facility innovations and improvements should be explored and cost-projected:

1. “Maker-Spaces” – a media-type center where small business or general public can utilize digital equipment, like video, camera, 3-D printing, scanning, printing, and computers geared toward business and artist incubator needs
2. Business Center – Quality desk-top publishing, printing and copying center
3. Self-publishing Book Machine – Prints and binds an author’s work
4. Electronic Device Charging Station – Multi-device capabilities
5. Automated Materials Handling – 7 to 9 bin automated book drop and retrieval system. Include a book drive-thru for drop offs.
6. Satellite Mini-Library – portable mini-library located in an identified area of the community
7. Digital book distribution system for E-readers
8. An outdoor amphitheater and pocket park that can be utilized by the general public and programmed for library patrons
9. A Public Trolley Transfer Station for four trolley-type buses

b) Site design will include surface parking for visitors, estimated at 150 spaces; capacity will be determined by the final site plan and will include a networked cluster of at least four Electric Vehicle Charging Station spaces with additional electrical conduit capacity allowing future expandability to ten spots. The charging station will be located near the electrical breaker panels and will also necessitate Wi-Fi, cellular coverage or a repeater. *{Note: Construction documents will be completed by civil engineer. Architect will be expected to work in collaboration with civil design team for final design}*

The conceptual site design should incorporate landscape and streetscape elements which will tightly integrate–visually as well as in terms of pedestrian and traffic circulation–the facility with the proposed future adjacent mixed-use development to the east, as well as with 20th Street, Connecticut Avenue, and the surrounding residential neighborhoods. Considerable screening and berming should be incorporated providing residential privacy. The overall design concept is to create an anchor facility that is a landmark for the 20th and Connecticut intersection and serves as a modern key element of an integrated, family-friendly destination for adults, students and children, which integrate seamlessly with the surrounding neighborhoods to enhance the community's vitality and viability as a walkable community. Library and site streetscape, frontage, and pedestrian elements should conform to, and integrate with, overall 20th Street Corridor design elements in design, aesthetics, and functionability and conform to all City codes and regulations.

c) Infrastructure and Site Conditions and requirements are modest; the site is currently cleared of vegetation and buildings with the exception of an asphalt parking lot remaining from buildings destroyed by the tornado. The site is relatively level, with minimal excavation work required. Completed Phase I and II Environmental studies give no indication of undermining or mine tailings issues at or surrounding the site; however some lead soil remediation will take place during construction in accordance with Jasper County procedures. Existing streets (20th and Connecticut) are adequate to serve the site. Adequate utility infrastructure is already in place to the site. Innovative stormwater management, run-off quality, and quality Missouri native landscaping approaches are important and will be incorporated in the conceptual site plan; exterior lighting and signage will be modest in keeping with the City's corridor overlay design standards and will mitigate light pollution. North and South Public Trolley Stops on Connecticut will be incorporated. Based on adjacent neighborhood residents' recommendations of any final design, the design will incorporate significant landscaped berming and buffering to minimize any adverse noise or view shed impacts for privacy. Include traffic lights at 18th and Connecticut and any other necessary traffic control provisions. *{Note: Construction documents will be completed by civil engineer. Architect will be expected to work in collaboration with civil design team for final design}*

d) Site Plan Opportunity: See attached map of site- Exhibit D. Also, to the east of the site is a proposed 100,000 square feet of future mixed-use retail/residential private development; library site designs should allow for interconnectivity with pedestrian access, parking and traffic flow. While not a part of the EDA-supported project, this private development is indicative of the economic development envisioned in the 20th and Connecticut area that will be catalyzed by the project and, in turn, will be an additional draw for traffic to the library. The site plan should at least include a pocket-park setting with intermodal trailhead features including benches, signage, lighting, art and water features, however, a small outdoor amphitheater should also be explored. *{Note: Construction documents will be completed by civil engineer.*

Architect will be expected to work in collaboration with civil design team for final design}

e) Feasibility: The site presents no major obstacles to the proposed construction. It is relatively level and devoid of any structures or significant vegetation as a result of the tornado damage, as it has been entirely cleared of previous structures (with the exception of four foundation slabs and an asphalt parking lot from buildings destroyed by the storm), trees and major vegetation. Adjacent streets are in place and all utilities are readily available.

f) Library Operations: It is the intent of the Project Manager to engage the selected Design Firm in strategic planning activities with Library leadership and staff as a part of the larger site and facility design process. The selected Design Firm must demonstrate expertise on their team to provide guidance on all aspects of library operations, including the impact on staffing levels, collections, patron activities & programs with the increased functionality of the building design and new technology that will be integrated into the facility.

EXHIBIT "B"
SPECIFIC REQUIREMENTS

Conceptual Design - Master Planning

Programming to be included as part of this submittal. Selected firm will be required to work with CBC/CITY OF JOPLIN to finalize program of space to ensure needs of CBC/CITY OF JOPLIN as well as commitments made in grant application are satisfied. Selected firm should include professional library design service expertise to work with library director, board, city staff and citizens on what types of elements are proposed in the new facility. Based on this information, your firm will develop preliminary exterior elevations and preliminary interior layout based on building committee direction. A formal presentation will be made to building committee and CBC/CITY OF JOPLIN Board members in order to finalize design intent. Presentation materials should be in full color.

In collaboration with the Joplin Public Library Staff and Board, the facilitator will:

1. Work with the Staff and Board of the Library to complete a strategic plan that identifies service priorities for the Library. The planning process will be based on the Public Library Association's "Strategic Planning for Results" and will include input from community residents, Staff, and Board members.
2. Facilitate meetings of the Community Planning Committee, during which the participants will develop a vision for the communities served by the Library and identify a set of service priorities that will be recommended to the Library Board.
3. Work with Staff to write goals and objectives after they have been approved by the Board of Trustees.
4. Develop a process for identifying and evaluating current and proposed activities to support each of the final goals and for training Library administrators, supervisors, and other key Staff to use the process.
5. Work with Library administrators to develop criteria to be used to evaluate the proposed activities for the Library.
6. Work with Library administrators and the Board of Trustees to help them replicate the project in the future.

Schematic Design

Based upon CBC/CITY OF JOPLIN's approved Program, Architect shall prepare, document and develop Schematic Design Documents. The Schematic Design will be subject to their satisfaction based upon their desired budget, schedule and it's consistency with the established requirements developed in the master plan. Additionally, firm will be responsible for contracting with an acceptable structural, mechanical, electrical, plumbing and fire protection engineer and providing timely coordination of their documents. Civil and landscape design will be under separate contract, but architect and its sub-contractors will be expected to collaborate with this team. Additionally, participation in a minimum of 2 neighborhood meetings should be included in your proposal.

Schematic Design documents shall further display:

1. Site Plan; review of the program of requirements and the characteristics of the site; (coordinate with selected civil);
2. Single line drawings showing building layout, indicating site, shell and core;
3. Identification of all proposed exterior/interior finishes;
4. Preliminary interior finish selections as proposed by interior design firm;
5. Present alternative approaches to the design of the Project, if requested;
6. Review applicable statutes, regulations, codes, and by-laws and where necessary review the same with the authorities having jurisdiction;
7. Work with team to establish that the Project is within the Construction Budget, and schedule constraints;
8. Based on the mutually agreed upon program of requirements, schedule and construction budget, the architect will prepare for team review and approval, schematic design documents to illustrate the scale and character of the Project and how the parts of the Project functionally relate to each other.

Design Development

Based upon CBC/CITY OF J approved Schematic Design Documents, Architect shall N further prepare, document and develop a complete dimensioned design and information, primary building systems and major finishes for the project premises to the satisfaction of the Building Committee. The Design Development Documents will be sufficient to allow for complete and accurate pricing and construction of the intended space.

Documents for this submittal shall consist of as a minimum:

1. Site and Civil Plans (coordinated with selected civil engineer)
2. Preliminary Structural, Mechanical, Electrical and Fire Protection systems.
3. Preliminary Landscape design
4. Architectural Floor plans with core area room locations.
5. Exterior building elevations.
6. Develop and present Shell and Core Materials and Color selections.
7. Preliminary audio visual and information technology design
8. Sketches including special treatment, features, and design amenities.
9. Preliminary material selections to communicate colors, materials and finishes, including wall treatments and floor covering recommendations.
10. Preliminary Plan Check: Review the preliminary plans with appropriate governmental agencies, and prepare a building code analysis for the project.

11. Work with team to establish that the Project is within the construction budget and schedule constraints.
12. Continue to review applicable statutes, regulations, codes and by laws as the design of the project is developed.

Construction Documents and Administration

Based upon CBC/CITY OF J approved Design P Development t Documents, Architect N shall further prepare, document and develop final Construction Documents to cover all Work.

1. Preparation of complete set of construction documents developed from a client approved set of scope documents. One (1) reproducible of each sheet shall be provided to the client for review at 50% and 90% completion stages. One (1) reproducible of each sheet shall be provided to General Contractors, as directed by client, and to client after all required corrections are made on the original reproducible documents. At 100% completion, two complete sets of as-builts will be delivered to the City of Joplin disaster recovery coordinator.
2. The construction documents will be sufficient to allow for complete and accurate pricing and construction. Documents shall be complete, thorough, well-coordinated between consultants, etc.
3. The construction documents will be sufficient to allow for complete and accurate pricing and construction. Documents shall be complete, thorough, well-coordinated between consultants, etc.
4. The firm shall be responsible for coordinating its construction documents with plans prepared by others. The firm will provide timely interpretations of the construction documents to the selected mechanical, electrical, plumbing and structural engineers and such other consultants or design-build contractors which the client may choose to become involved in the preparation of plans.
5. In order to support the fast track delivery of the Project, the Architect may be requested to issue separate packages of drawings which shall include at a minimum (a) Site / Civil Documents and (b) Core & Shell Documents.
6. Prior to the completion of the Construction Documents, at approximately 75% completion, the firm shall prepare a permit set of documents showing all required information necessary to obtain a building permit in the designated locality. The firm shall provide appropriate architects seal as required.
7. Arrange for and conduct a pre-construction conference with client, other consultants and the general contractor to mutually agree upon the administration process and to further review critical areas of interface and the impact of long-lead products. Attend general contractor bid review meetings as requested.
8. Be made available to provide interpretation and clarification to contract documents and respond to field construction issues as necessary.

9. Review and approve required shop drawings, samples, product information as required to facilitate completion of the project. No review period shall take more than two (2) weeks for any single submission.
10. Visit and tour the project premises during construction to monitor the progress of the work. Verify locations of work as requested by client or general contractor. Generally, verify that the work is proceeding in accordance with the contract documents. Prepare periodic field reports as necessary.
11. Prepare and issue addenda requests for pricing, etc., as requested.
12. Attend weekly construction meetings at the job site.
13. Conduct two (2) project reviews in order to prepare and issue to the general contractor, an appropriate "punch-list" of items to be corrected before final payment by the client.
14. Monthly, prepare and issue Certificate(s) for Payment of the client certifying that, to the best of the firm's knowledge and information, the quality of the suppliers or vendors' work is in accordance with contract documents, and that such entities are entitled to payment by the client in the amounts certified.

Construction Estimating

CBC/CITY OF JOPLIN is requesting the selected architect to include construction estimating services as part the fee proposal. This service should be provided by a licensed, qualified construction estimating firm or general contractor. It should be noted that if a general contractor is utilized for these services they will NOT be eligible to bid on the construction of the library. The result of these estimates will be the basis for the design of the library.

Cost estimating services should include:

1. Provide full cost estimating at schematic, design development and 50% construction documents.
2. Confer with Architect and CBC on constructability and engineering issues.
3. Provide value engineering services.
4. Firm should be available to attend design/program meetings as requested
5. Estimates should be based on current market conditions and provided by standard industry division.

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures

that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

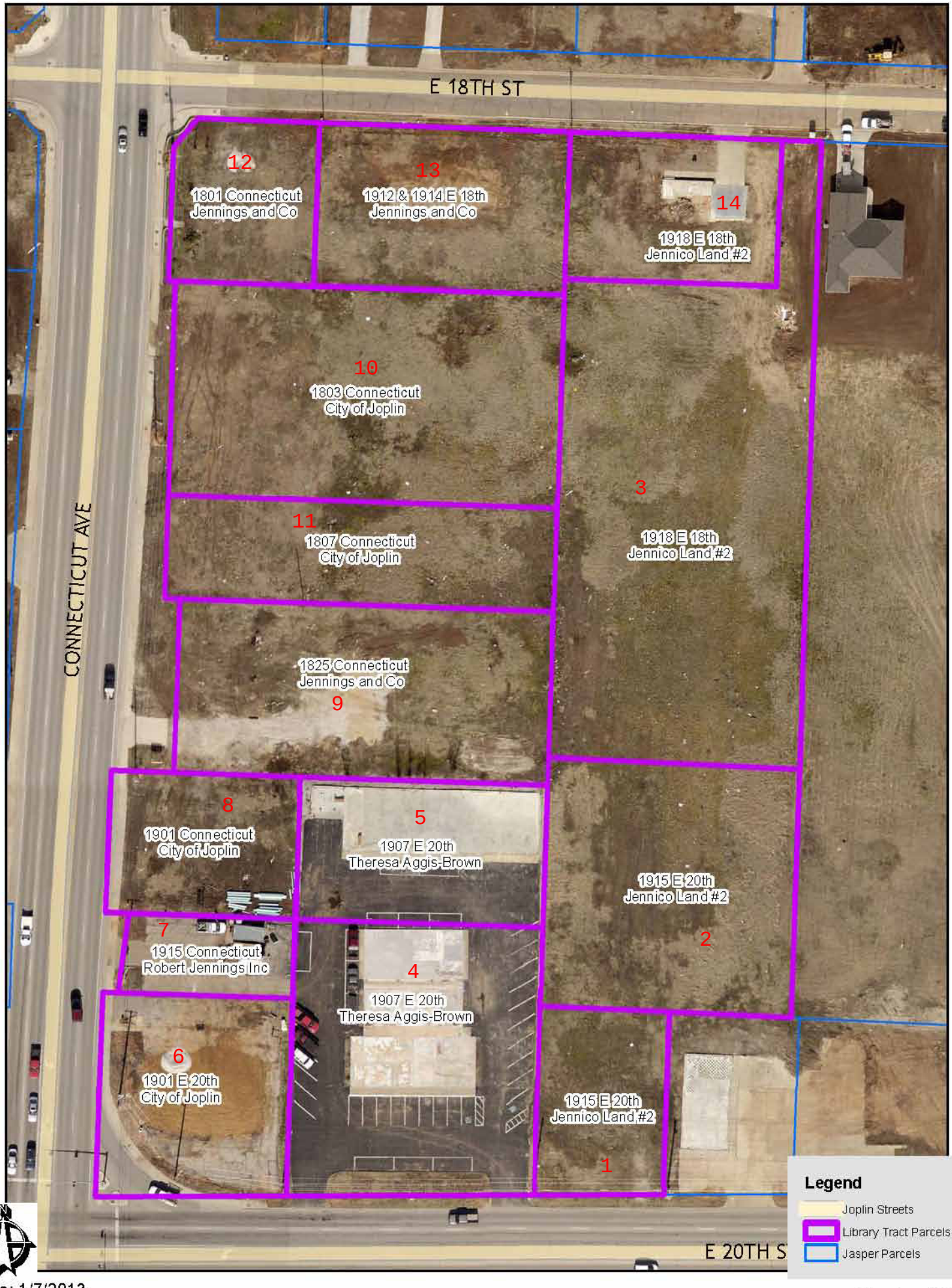
AFFIDAVIT OF COMPLIANCE

(Missouri Unauthorized Alien Workers Act)

My name is _____ (name) _____ and I am the _____ (Title) _____ of _____ (Company Name) _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____

Affiant



Date: 1/7/2013

1 inch = 80 feet

CITY	ARCHITECT
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**	Name: Address:
Attention: **Tony Robyn** **trobyn@joplinmo.org**	Attention:
Department: **Planning and Community Development-Disaster Recovery**	Phone: Fax:
Phone: **417-624-0820, ext 541** Fax: **417-624-4620**	

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Architect to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Architect made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Architect represents Architect is licensed by the Missouri Board for Architects to perform the services designated under this contract, and further represents that all services shall be done under the direction of an architect licensed by the Missouri Board for Architects;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Architect as follows:

1. **Services.** The City agrees to engage the services of the Architect and the Architect agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Architect shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Architect shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Architect under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Architect of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Architect.

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Architect the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Architect without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Architect represents that Architect will secure at Architect's own expense, all personnel required to perform the services called for under this contract by Architect. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Architect. All of the services required hereunder will be performed by the Architect or under Architect's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract .**

a. Termination for breach. Failure of the Architect to fulfill Architect's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Architect or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Architect.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Architect further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Architect shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Architect from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Architect under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Architect without prior written approval of the City.

10. **Discrimination .** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

11. **Occupational License**: The Architect shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required, by city code and any required state or federal license. The cost for this occupational license shall be borne by the Architect. No contract will be executed by the City until this occupational license has been obtained and that the Architect is current on any City taxes is verified.

12. **Compliance with Laws**. Architect agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Architect affirmatively states that payment of all local, state, and federal taxes and assessments owed by Architect is current.

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

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

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

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

20. **Affirmative Action for Handicapped Workers**

a. The Architect will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Architect agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental

handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

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

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

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

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

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

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

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

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

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

27. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Architect is associated with a business entity, Architect 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, Architect must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

28. **Nonresident/Foreign Contractors** . The Architect shall procure and maintain during the life of this contract:

a. If the Architect is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

29. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Architect will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Architect will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Architect's activities and responsibilities hereunder. The Architect agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Architect and the City, and the City will not be liable for any obligation incurred by the Architect, including but not limited to unpaid minimum wages and/or overtime premiums.

30. **City Benefits**. The Architect shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

31. **Liability and Indemnity** . The parties mutually agree to the following:

a) The Architect shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Architect's (or any of Architect's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Architect is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b) The Architect shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c) In no event shall the City be liable to the Architect for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

32. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Architect until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Architect shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copiesof estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

33. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Architect at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

34. **Jurisdiction** . This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in theCircuit Court of Jasper County, Missouri.

35. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

Architect:

By: _____
REVIEWED FOR APPROVAL
Printed Name: _____

Title: _____
Name & Title of Staff Project Manager

Date: _____

CITY OF JOPLIN, MISSOURI
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.

Tony Robyn
Disaster Recovery Coordinator
_____
Leslie Haase, Director of Finance

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

APPROVED AS TO FORM:

Date: _____

_____
Peter Edwards, City Attorney

Exhibit C - Fee Proposal
SAMPLE ONLY FOR CONTRACT

A. Proposal Information

Bidder Name: _____

Signed By: _____ Dated: _____

B. Proposal Breakdown

BASE PROPOSAL DETAIL

Design Phase	Proposal Amount Cost/RSF	Percent of Total Proposal	Proposal Hours
Preliminary Planning	$		
Schematic	$		
Design Development	$		
Contract Documents	$		
Contract Administration	$		
Construction Estimating	$		
Audio Visual Design	$		
IT Design	$		
Post Construction	$		
Total Fee Proposal	$		

ESTIMATED COST OF REIMBURSABLES - travel, printing, courier services, etc.

Reimbursable Expenses (List and estimate typical expense items included)	Amount	Percentage of Total Expenses
	$	
	$	
	$	
Reimbursable Expense Estimate	$	

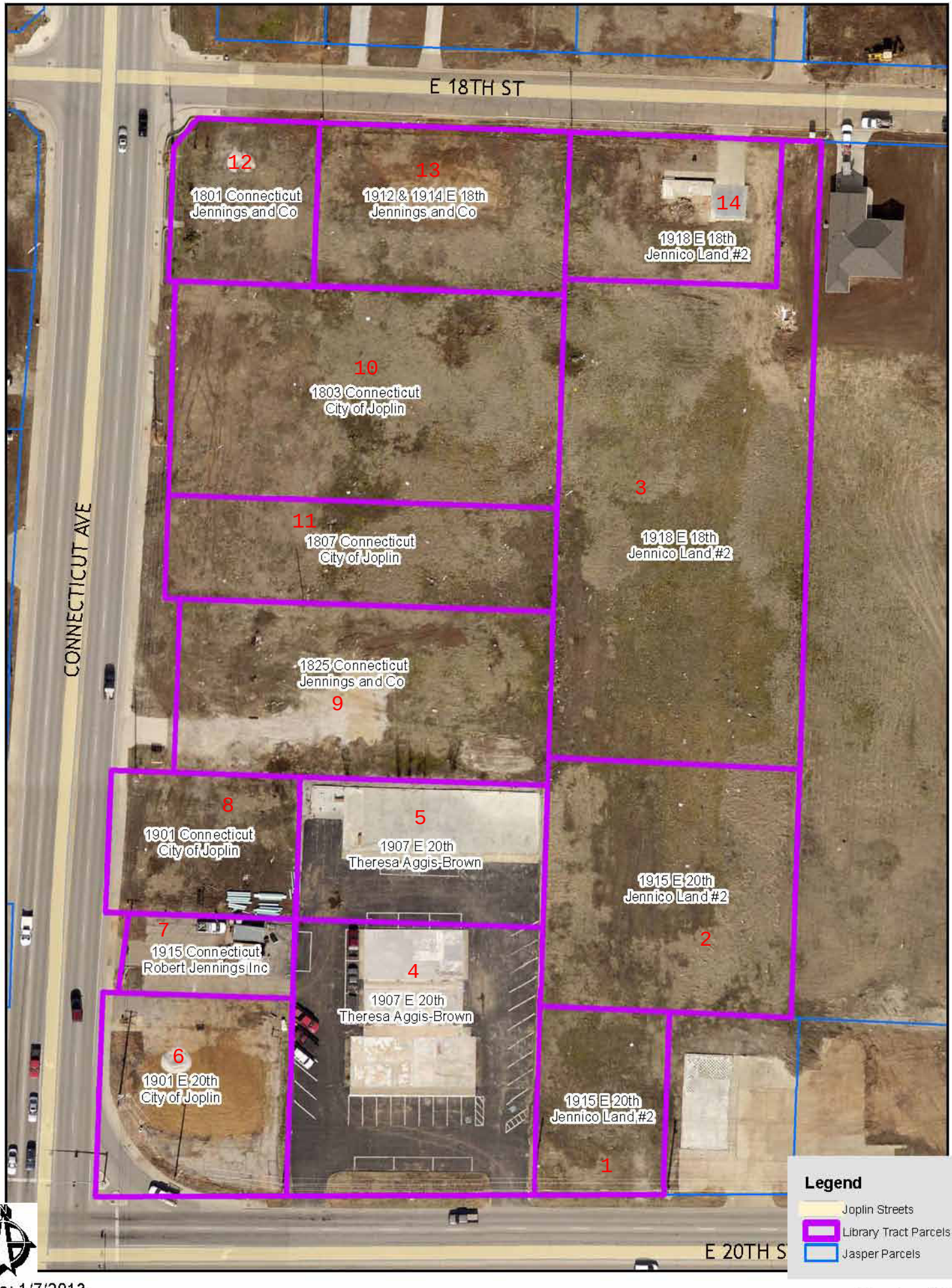
ADDITIONAL SERVICES DETAIL

Additional Services (List any additional services, if any, that your firm would propose)	Proposed Amount	Remarks
	$	
	$	

SAMPLE

	$	
Additional Services	$	

SAMPLE



Date: 1/7/2013

1 inch = 80 feet

CITY	ARCHITECT
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**	Name: Address:
Attention: **Tony Robyn** **trobyn@joplinmo.org**	Attention:
Department: **Planning and Community Development-Disaster Recovery**	Phone: Fax:
Phone: **417-624-0820, ext 541** Fax: **417-624-4620**	

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Architect to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Architect made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Architect represents Architect is licensed by the Missouri Board for Architects to perform the services designated under this contract, and further represents that all services shall be done under the direction of an architect licensed by the Missouri Board for Architects;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Architect as follows:

1. **Services.** The City agrees to engage the services of the Architect and the Architect agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Architect shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Architect shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Architect under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Architect of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Architect.

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Architect the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Architect without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Architect represents that Architect will secure at Architect's own expense, all personnel required to perform the services called for under this contract by Architect. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Architect. All of the services required hereunder will be performed by the Architect or under Architect's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract .**

a. Termination for breach. Failure of the Architect to fulfill Architect's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Architect or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Architect.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Architect further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Architect shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Architect from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Architect under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Architect without prior written approval of the City.

10. **Discrimination .** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

11. **Occupational License**: The Architect shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required, by city code and any required state or federal license. The cost for this occupational license shall be borne by the Architect. No contract will be executed by the City until this occupational license has been obtained and that the Architect is current on any City taxes is verified.

12. **Compliance with Laws**. Architect agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Architect affirmatively states that payment of all local, state, and federal taxes and assessments owed by Architect is current.

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

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

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

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

20. **Affirmative Action for Handicapped Workers**

a. The Architect will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Architect agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental

handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

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

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

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

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

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

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

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

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

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

27. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Architect is associated with a business entity, Architect 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, Architect must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

28. **Nonresident/Foreign Contractors** . The Architect shall procure and maintain during the life of this contract:

a. If the Architect is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

29. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Architect will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Architect will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Architect's activities and responsibilities hereunder. The Architect agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Architect and the City, and the City will not be liable for any obligation incurred by the Architect, including but not limited to unpaid minimum wages and/or overtime premiums.

30. **City Benefits**. The Architect shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

31. **Liability and Indemnity** . The parties mutually agree to the following:

a) The Architect shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Architect's (or any of Architect's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Architect is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b) The Architect shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c) In no event shall the City be liable to the Architect for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

32. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Architect until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Architect shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copiesof estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

33. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Architect at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

34. **Jurisdiction** . This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in theCircuit Court of Jasper County, Missouri.

35. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

Architect:

By: _____
REVIEWED FOR APPROVAL
Printed Name: _____

Title: _____
Name & Title of Staff Project Manager

Date: _____

CITY OF JOPLIN, MISSOURI
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.

Tony Robyn
Disaster Recovery Coordinator
_____
Leslie Haase, Director of Finance

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

APPROVED AS TO FORM:

Date: _____

_____
Peter Edwards, City Attorney

Exhibit C - Fee Proposal
SAMPLE ONLY FOR CONTRACT

A. Proposal Information

Bidder Name: _____

Signed By: _____ Dated: _____

B. Proposal Breakdown

BASE PROPOSAL DETAIL

Design Phase	Proposal Amount Cost/RSF	Percent of Total Proposal	Proposal Hours
Preliminary Planning	$		
Schematic	$		
Design Development	$		
Contract Documents	$		
Contract Administration	$		
Construction Estimating	$		
Audio Visual Design	$		
IT Design	$		
Post Construction	$		
Total Fee Proposal	$		

ESTIMATED COST OF REIMBURSABLES - travel, printing, courier services, etc.

Reimbursable Expenses (List and estimate typical expense items included)	Amount	Percentage of Total Expenses
	$	
	$	
	$	
Reimbursable Expense Estimate	$	

ADDITIONAL SERVICES DETAIL

Additional Services (List any additional services, if any, that your firm would propose)	Proposed Amount	Remarks
	$	
	$	

SAMPLE

	$	
Additional Services	$	

SAMPLE