City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 5, 2018

Item: Council Bill No. 2018-404
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) East Town (Original Joplin) Historic Survey Phase I Agreement
2) Council Bill No 2018-404

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
The following agreement is between the City of Joplin and Rosin Preservation, LLC to provide professional services to conduct the first phase of East Town (Original Joplin) Historic Survey.

DISCUSSION:
The Joplin Historic Preservation Commission, in an effort to identify the historic assets of the City, has determined that the East Town neighborhood is a priority to identify contributing properties and eligibility for the City of Joplin's second historic district. The agreement with Rosin Preservation, LLC is for twenty-nine thousand five hundred dollars ($29,500) of which the City of Joplin will be reimbursed for fifty percent ($14,750) with State Historic Preservation Office CLG grant funds.

The area of this first of two phases is roughly from North Street to Broadway Boulevard, and Landreth Park to St. Louis Street. Rosin Preservation LLC has previously entered into an agreement with the City of Joplin to conduct a survey for the Murphysburg Historic District.

RECOMMENDATION:
Staff recommends approval of the agreement, with the enthused support of the Historic Preservation Commission.

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Rosin Preservation, LLC, whose address is 1712 Holmes, Kansas City, Missouri 64108, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional consulting firm to complete the East Town (Original Joplin) Historic Survey Phase I Project; and

WHEREAS, Consultant desires to provide services in furtherance of this survey to the terms of this Agreement.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hetero, the parties do hereby agree as follows:

ARTICLE I – SERVICES

The Consultant agrees to diligently perform in a professional manner the following:

A. To provide services in completing an intensive level survey that includes approximately 200 properties. The level of documentation and number of survey forms will be determined in consultation with the State Historic Preservation Office (hereafter "SHPO"). The survey will be completed following SHPO's "Standards for Professional Architectural and Historic Surveys" and "Instructions for Completing the General Architectural Survey Form." Before starting work, the consultant will schedule a time with the SHPO grant monitor to discuss the survey boundary, level of documentation, and how resources will be recorded.
B. Complete a research design, survey forms, a final survey report and hold public meetings.
C. Provide one boundary map (scale 1" =200'), of survey boundary and potential National Register district.
D. Provide digital color photographs of each surveyed resource provided in JPEG format. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. Final digital images files must be labeled according to National Register standards. Furthermore, provide hard copy of 8" x 10" or 5" x 7" black and white photographs that meet requirements of the State Historic Preservation Office.
E. Any other product(s) required or requested by SHPO for successful completion of the survey.

ARTICLE II – AGREEMENT SCOPE AND TIME

The scope of work must be completed by the end of August 2018, and final milestones to be determined in conference with Rosin and SHPO.

Email submission of signed consultant contract to the SHPO.	03/13/18
Consultant will contact the SHPO to discuss the level of documentation for the project. An email documenting this discussion will be submitted to the consultant and the City of Joplin by the grant monitor (date approximate).	03/20/18
Submission of a draft research design in digital format to the SHPO for review and approval. Email submission of documentation for the first of two public information meetings (meeting date is approximate only).	04/13/18
Submission of final research design in digital format and hard copy. Submission of 5 complete sample inventory forms (and site plans as appropriate) in digital format and digital color JPEGs, to the SHPO for review and approval.	05/04/18
Submission of fully complete draft digital inventory forms (and site plans as appropriate), digital color JPEGs, and a digital survey map to the SHPO for review and approval. Submission of a sample hard copy photo to test paper and ink quality to the SHPO for review and approval. Mid-term budget report due.	06/11/18
Submission of final inventory forms (and site plans as appropriate), maps and photos in digital and hard copy format to the SHPO for review and approval. Submission of draft survey report in digital format to the SHPO for review and approval.	07/20/18
Submission of final survey report to the SHPO for review and approval, and submission of documentation for the second public meeting (date approximate).	08/20/18
Submission of final project report and fiscal data.	08/22/18

It is acknowledged by the Parties that the adherence to this timetable is due not only to the performance of the Consultant, but also upon the timely review of draft materials and their return to the Consultant for any necessary editing.

ARTICLE III – GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance, including but not limited to those contained in Exhibit "B."

2. The Consultant shall complete the work in a diligent manner.

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

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working closely for the Consultant, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, projection reports, drawings, specification and other materials produced in connection with this Agreement shall be retained by the City for use only in the rehabilitation and preservation of those subject properties.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

ARTICLE IV – RESPONSIBILITES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Deliver in a timely manner all services specified in this Agreement.

3. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

4. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

5. Consultant represents that it has professional working knowledge of National Register Bulletins and SHPO requirements.

The City shall:

1. Designate one (1) person as the Project Coordinator, to serve as a liaison between the City and the Consultant,

2. Ensure access to City facilities, personnel and information as requested by Consultant.

3. Provide all historic and current relevant information, data and photographs to Consultant.

ARTICLE V – COSTS AND PAYMENTS

1. It is agreed by the Parties that the foregoing Scope of Services will be performed for a lump-sum of $29,500.00, including all professional time, travel, materials and supplies, expenses, etc., payable according to the following schedule:

    a. Initial Payment, $15,000.00, Submission of fully complete draft

    b. Final Payment, $14,500.00, due following the approval of all materials by the City and by SHPO

2. No out-of-pocket expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by the City.

ARTICLE VI – INDEMNIFICATION AND INSURANCE

A. The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, or whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VII – MISCELLANEOUS

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

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

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

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breath of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

E. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

F. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

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

H. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit or any other persons or entities.

ARTICLE IX – AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

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

FOR THE CONSULTANT

Rosin Preservation, LLC

BY: Elizabeth Rosin
Principal

DATE: 1/25/2018

FOR THE CITY

City of Joplin, Missouri

BY: Sam Anselm
City Manager

DATE: _____

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is Elizabeth and I am the CEO of the Rosin Preservation, LLC. 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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of January, 2018.

Notary Public

My commission expires:
2/22/21

KATIE KAUFFMAN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Feb. 22, 2021
Commission # 17851778

COUNCIL BILL NO. 2018-404 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Rosin Preservation, LLC; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and Rosin Preservation, LLC, are desirous of entering into an agreement whereby Rosin Preservation, LLC will provide professional services to complete the East Town (Original Joplin) Historic Survey Phase I Project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1: That an Agreement between the City of Joplin, Missouri, and Rosin Preservation, LLC is entered into for twenty-nine thousand five hundred dollars ($29,500), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a _____vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney