CITY	CONSULTANT
City of Joplin **602 S. Main Street** **Joplin, MO 64801**	Name: Olsson Address: 1027 S. Main Street, Joplin, MO 64801
Attention: Robert Lolley	Attention: Clayton Cristy, PE
Department: Planning	Phone: 417-781-0643 Fax: 417-781-4714
Phone: 417-624-0820 ext. 1514 Fax:	Joplin MTP update, JATSO

AGREEMENT FOR PROFESSIONAL PLANNING 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 Firm to render certain technical and professional planning services in connection with the development of the Joplin Area Transportation Study Organization (JATSO) Metropolitan Transportation Plan update to fulfill federal requirements of a metropolitan planning organization and to identify and plan for future transportation enhancements.

WHEREAS the Firm 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 Firm represents Firm is licensed by the Missouri Board for Architects, Professional Firms, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Firms, and Land Surveyors.

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

1. Services. The City agrees to engage the services of the Firm and the Firm agrees, upon receipt of the duly executed agreement, to perform the services described in the RFP and Scope of Work which is attached hereto as ***Exhibit B***. The services of the Firm shall commence as soon as practicable after the execution of this agreement, 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 Firm 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 Firm under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental firming work or materials furnished hereunder shall not in any way relieve the Firm 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 Firm.

2. Term. The services of the Firm shall commence as soon as practicable after the execution of this agreement, 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 B***.

3. Payment. The City shall pay Firm for the performance of the Scope of Services a not to exceed amount of ONE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED SIX and NO CENTS ($181,306).

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 Firm without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services ***Exhibit B.***

5. Personnel. The Firm represents that Firm will secure at Firm's own expense; all personnel required to perform the services called for under this contract by Firm. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Firm. All of the services required hereunder will be performed by the Firm or under Firm'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 Firm to fulfill Firm'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 Firm by one of three different means: Facsimile Transmission ("FAX"} if Firm has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Firm; 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 Firm 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 Firm under this contract shall at the option of the City become its property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Firm 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 Firm.

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 Firm under this contract shall at the option of the City become its property, and the Firm 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. Firm 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 Firm further covenants that in the performance of this contract no person having such interest shall be employed.

8. Assignment. The Firm 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 Firm 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 Firm under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Firm without prior written approval of the City.

10. Discrimination. The Firm agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Firm or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. Occupational License: The Firm 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 Firm. No contract will be executed by the City until this occupational license has been obtained and that the Firm is current on any City taxes is verified.

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

13. 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 Firm is associated with a business entity, Firm 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, Firm must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. Nonresident/Foreign Contractors. The Firm shall procure and maintain during the life of this contract:

c. If the Firm 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.

d. 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.

15. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Firm 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 Firm will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Firm's activities and responsibilities hereunder. The Firm 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 Firm and the City, and the City will not be liable for any obligation incurred by the Firm, including but not limited to unpaid minimum wages and/or overtime premiums.

16. City Benefits. The Firm 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.

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

e. The Firm 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 Firm's (or any of Firm's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Firm is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

f. The Firm 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.

g. In no event shall the City be liable to the Firm 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.

18. 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 Firm until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Firm shall furnish to the City, one set of reproducible record AutoCAD files and copies of 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.

19. 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 Firm 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.

20. 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 the Circuit Court of Jasper County, Missouri.

21. Required List of Federal Contract Clauses (*Exhibit A*)

22. Entire Agreement. This agreement and Exhibit A 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.

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

APPROVED AS TO FORM

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

_____
Leslie Haase, Director of Finance

_____
Peter Edwards, City Attorney

Consultant: Olsson

By: _____
Printed Name: Chris Rolling Clayton Cristy, PE
Title: Group Leader Vice President

Date: _____

By: _____
Troy Bolander
Director of Planning, Development & Neighborhood Services

Date: _____

Federal Professional Services/A&E Contract Clauses (Exhibit A)

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award
B. Suspended from participation in any federally assisted Award
C. Proposed for debarment from participation in any federally assisted Award
D. Declared ineligible to participate in any federally assisted Award
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fraud and False or Fraudulent Statements or Related Acts- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties

that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin

may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:
   (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and
   (B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the even of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232,

section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor agrees to the terms of the contract clauses listed in Exhibit A, and the Contractor also agrees to include these requirements, the contract clauses listed in Exhibit A, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____ Signature of Contractor's Authorized Official

Denny Blind, Senior Planner _____ Name and Title of Authorized Official

January 3, 2025 _____ Date

MARK BID ENVELOPES: **"#2025-RFP-04 - PROFESSIONAL PLANNING SERVICES TO PREPARE JATSO'S METROPOLITAN TRANSPORTATION PLAN UPDATE; 10:00 A.M., Friday, January 10, 2025"**

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.
Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, Olsson Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

Signature of Contractor's Authorized Official Nathan J. McHargue

Name and Title of Authorized Official Nathan J. McHargue, Government Relations Leader

Date 12/23/2024

(EXHIBIT B)

Scope of Services

Metropolitan Transportation Plan Update
Joplin Area Transportation Study Organization (JATSO)

This exhibit is hereby attached to and made a part of the Agreement for Professional Service dated March 5, 2025, between City of Joplin, Missouri ("Client") and Olsson providing professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT UNDERSTANDING

The Joplin Area Transportation Study Organization (JATSO) is seeking to develop an updated Metropolitan Transportation Plan to fulfill federal requirements of a metropolitan planning organization and to identify and plan for future transportation enhancements.

PHASE 0 – PROJECT MANAGEMENT

Task A: Project Management - Olsson's Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. Provide regular progress reports with invoices.

Deliverables - Project management plan, monthly invoices, progress reports

Task B: Client Core Team Meetings - The Olsson team will meet with JATSO staff through the duration of the project. Meetings are anticipated to be held in person. A total of four (4) meetings are included. Meeting agendas will be distributed in advance of the meeting (minimum 24 hours). Meeting summaries will be prepared following the meeting and distributed to attendees within two days of completion. Additional meetings may be held virtually to provide progress updates as needed.

Deliverables - Meeting agendas, meeting summaries

Task C: Community Staff Meetings - The Olsson team will meet individually with key staff from Joplin, Webb City, Carl Junction, and Harry S. Truman Coordinating Council to understand each community's individual transportation issues. Two (2) meetings with each community are assumed for a total of eight (8) meetings.

Task D: FHWA & MoDOT Meeting - Two meetings with FHWA and MoDOT to discuss process, deliverables, and preferences on MTP Update. The meetings are anticipated to be held virtually.

PHASE 1 – COMMUNITY ENGAGEMENT

Task A - Kick-off meeting to develop a Public Engagement Plan that builds upon past public engagement efforts. Discuss any previous public ideas that became realities in the metropolitan area and how that process was performed. This kick-off meeting will be in conjunction with the first Client Core Team Meeting.

Task B - Establish communication techniques. This could include postings to the following sites: municipal Facebook pages, municipal websites, Chamber of Commerce website, etc. Non-digital sources will also be explored, including: print, radio, and TV advertisements. A key element will be providing information and/or graphics to various local government departments to determine the most effective type of communication, which could include: written descriptions, graphics, photos, videos, maps, and/or data visualization. Olsson will provide the content for these advertisements. JATSO will coordinate with local sources to disseminate provided advertisements.

Task C - Hold public open houses in the metropolitan area. Two (2) meetings are anticipated - one (1) focused on existing conditions, constraints, and opportunities; and one (1) when the draft Metropolitan Transportation Plan has been developed. The public open houses inform the public about the project's overall goals and objectives, assess how project values align with community values, present current conditions, and invite discussion of transportation opportunities and needs. The visuals for these meetings will be simple, easy to understand, and create a positive dialogue. This type of engagement is critical to fostering future engagement beyond this project. Participants of the open houses would be asked to participate in stakeholder meetings (if interested and available). It is assumed JATSO staff will secure and pay for (if required) the meeting space. A virtual engagement option will be made available for these open house meetings, allowing residents to participate, view materials, and submit feedback even if they are unable to attend in person.

Task D - Form two committees to guide the project: a Technical Advisory Group (TAG) and a Citizen Advisory Group (CAG). The TAG would provide oversight regarding goals, standards, and concerns, and its membership would consistent of technical and subject matter experts. It is anticipated that the TAG will also aid in the determination of the project goals, objectives, and primary decision-making process. The CAG will provide citizen perspectives, concerns, ideas, and preferences, and consist of general members of the public. The Olsson team will work with JATSO staff to form these committees. A total of three (3) meetings with each group are anticipated through this process, held on the same day (TAG could be a working lunch and CAG later in the afternoon of the same day), for six (6) meetings total.

Task E - Conduct up to six (6) stakeholder meetings with key representatives from agencies in the community such as, but not limited to, chambers of commerce/ economic development councils, school districts, etc. FHWA, MoDOT, or other entities may be included in these meetings at the discretion of the City and depending on meeting content and action items.

Task F - Develop marketing materials including up to eight (8) marketing blasts with Project-related content for website and social media accounts. Olsson will coordinate with Client's existing social media platforms and website to encourage engagement in the planning process. Client will be responsible for posting Project-related content to the city's website and social media accounts. Olsson will write and coordinate with Client on the content and timing of up to four (4) press releases throughout the planning process. Client will distribute the press releases. Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public as well as general project updates.

Deliverables - Public Engagement Plan; Marketing blasts; Public open house meeting materials

PHASE 2 - GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Task A - Develop draft Vision Statement, Goals, and Objectives. While previous plans are anticipated to serve as a starting point, it is anticipated that new goals and objectives will be developed for this update.

Task B - Develop Performance Measures. Performance measures will provide a means for measuring success over the established period determined within the goals and objectives. Performance-driven decision-making is a key theme identified in federal legislation, and it will also be valuable at the local level. We will develop a framework for performance, based on input provided through the two committees and the public's involvement. This framework is expected to include the following:

- Improving safety in all modes of transportation.
- Addressing existing and projected deficiencies.
- Inclusion of public transportation (i.e., fixed and flex bus routes).
- Inclusion of freight and system performance that supports commercial and economic activity.
- Integration, expansion, and interconnectivity of non-motorized transportation alternatives, including bicycle and pedestrian infrastructure in development of the plan.
- Transportation equity, with special attempts to include and engage the traditionally underserved and underrepresented in the planning process.
- Assessment and consideration of sustainability and impacts on the environment.
- Improvements to mobility and accessibility within the region.
- Potential impact of future, disruptive technologies.

Task C - System Performance Report - Pursuant to 23 CFR 450.324, Olsson will develop/update the progress achieved toward meeting performance goals based upon the most recent data available for evaluating the condition and performance of the transportation system.

PHASE 3 – EXISTING CONDITIONS INVENTORY AND ANALYSIS

Task A - Review of Existing Plans. Olsson will review and summarize existing available data and studies to serve as a starting point for this plan, including:

- City of Joplin Comprehensive Development Plan
- City of Webb City Comprehensive Development Plan
- City of Carl Junction Comprehensive Development Plan
- JATSO Origin and Destination Study
- Joplin Airport Master Plan
- Joplin CONNECTED (Bicycle/Pedestrian Master Plan)
- JATSO Transportation Improvement Program (TIP)
- MoDOT's STIP
- Joplin Transit Study
- Joplin Chamber of Commerce Vision 2020 Plan
- City of Joplin Capital Improvement Program
- Harry S. Truman Coordinating Council Transportation Plan
- JATSO Active Transportation Plan
- Safe Roads and Bridges for All Safety Plan
- MoDOT Long-range Transportation Plan
- MoDOT Statewide Freight Plan
- MoDOT Blueprint for Safet

Task B - Review Existing Data. Olsson will review available data to be incorporated into the Metropolitan Transportation Plan, including:

- Traffic volumes

- Crash data
- Existing street network, truck routes, sidewalk connectivity, trail and bicycle lane inventories
- Planned future roadways
- Zoning
- Socio-economic data
- All available geographic information system (GIS) files

This inventory will be used to identify the existing conditions, including traffic congestion, freight mobility, high crash locations, and gaps in sidewalks, bicycle lanes, and trails. This information will be described in narrative form and in using visuals, including mapping and photographic imagery.

Task C – Assess and visualize the overall integrated transportation network. Olsson will evaluate the existing integrated transportation network identifying the existing auto, truck/freight, transit, pedestrian and bicycle networks in separate GIS layers.

Task D - Multimodal Level of Service (LOS) -Olsson will develop a multimodal Level of Service (LOS) to analyze and document the impacts of changes to street right-of-way by reducing lane width, improving sidewalks, adding transit, or adding bicycle treatments. In addition to using a multimodal LOS, Olsson will perform an evaluation based on the Institute of Transportation Engineer's (ITE's) "Planning Urban Roadway Systems: An ITE Proposed Recommended Practice."

Task E - Land Use Context. Roadway types will be defined using the transect approach or similar land-use categorization. Such categories could include land uses (residential, commercial, industrial/ warehouse) and context zones (rural transition, suburban, urban, downtown). This land use context will help to identify many elements of the ultimate street typologies, as later defined.

Task F - Street Typologies - Define the street typologies that will be used moving forward. These typologies will be developed based on the land-use context defined in the existing conditions segment and overlaid with the of the local municipalities, which will define the future context. Olsson will work with the TAG to refine the functional classification, to develop system-based networks for each model, and to define street typologies. Principal characteristics will define streets typologies throughout the documents, although different plans emphasize different characteristics. These characteristics may include:

- Roadway size (number and width of lanes)
- Land use context (existing and future)
- Transportation modes (from the integrated multimodal network)
- Roadway form (parking, sidewalks, bike lanes, trails, streetscape, utilities, etc.)
- Traffic volumes
- Connectivity (arterials, collectors, locals, etc.)
- Access management
- Motorized design speed

Deliverables - Existing Conditions summary

PHASE 4 – REVIEW OF EXISTING TRANSPORTATION MODELING & O-D STUDY

Olsson will utilize prior transportation modeling and O-D analysis work completed (2020 MTP, current O-D study) to understand community travel patterns. An update to the existing transportation model will not be conducted for this MTP update.

PHASE 5 – DEVELOPMENT OF FUTURE VISION OF TRANSPORTATION

Olsson will evaluate the future integrated transportation system and identify potential deficiencies, needs, and opportunities. Similar to the existing conditions analysis, Olsson will evaluate the individual transportation modes and interconnectivity between modes for the future-year conditions. We will utilize the goals, objectives, and performance measures to evaluate the transportation system and identify potential improvements.

Task A - Street Typology Definition. The street cross-sections and basic right-of-way needs will be developed for each street typology. Each of the elements of the layered network will be updated to include the analysis of future conditions. We will document how travel demands on the transportation system will change between today and a set future horizon (year 2055) and provide recommendations for the entire integrated transportation system (bicycles, pedestrians, transit, trucks, and autos).

Task B - Scenario Planning. Facilitate a work session on Scenario Planning with the TAG and CAG (two [2] meetings anticipated) to understand what type of growth the community desires and understand the implication on land use, transportation, revenues, and costs of various types of growth. Potential scenarios include:

- Trend Scenario - Continue recent trends in growth and transportation investments
- High Density Scenario - Aggressive high-density development and redevelopment within key corridors
- Technology Scenario - Aggressive pursuit of emerging transportation technology integration
- Community Vision Scenario - Integrate individual community and agency visions The scenarios will be evaluated based on the performance measures previously identified.

Task C - Assessment of future transportation network. Olsson will evaluate the future integrated transportation system and identify potential deficiencies, needs, and opportunities. Similar to the existing conditions analysis, Olsson will evaluate the individual transportation modes and interconnectivity between modes for the future-year conditions. We will utilize the goals, objectives, and performance measures to evaluate the transportation system and identify potential improvements. These improvements will be programmed based upon conformity to the goals, objectives and performance measures under a financial plan that demonstrates how the plan can be implemented. The financial plan will include:

- Cooperatively developed funding estimates
- Recommendations for additional financing strategies (as necessary)
- All projects and strategies proposed using federal-aid, state assistance, local sources and private participation in year of expenditure dollars based upon reasonable financial principals

Task D – Capacity Analysis. Olsson will determine what scenarios or network changes may be needed to analyze the future network changes. Consistent with the existing conditions analysis, Olsson will utilize a general planning LOS analysis to identify roadway segments approaching, at, and over capacity. Corridors and locations found to be operating over or near capacity will be further analyzed to identify potential mitigation measures. These measures could include

Transportation System Management (TSM) improvements, Intelligent Transportation System (ITS) applications, additional roadway capacity, new roadway capacity, or support for alternative transportation improvements. We will use the multimodal LOS approach to balance the analysis across all of the modes and look to refine and modify the layered multimodal networks developed as part of the existing conditions analysis.

Deliverables – Transportation network vision documentation

PHASE 6 - RECOMMENDATIONS AND DELIVERABLES

Task A - Draft Report. The draft report will be prepared on standard letter-sized paper and will be distributed electronically in PDF format.

Task B - Final Report. The final report will be prepared on standard letter-sized paper and delivered both electronically (PDF format) and with hard copies (20 copies in total). Any technical appendices will be provided in electronic version

TOTAL COMPENSATION

Client shall pay Olsson for the performance of the Scope of Services a not to exceed amount of ONE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED SIX and NO CENTS ($181,306).

Client shall submit invoices on a monthly basis, and payment is due within 30 calendar days of the invoice date. Invoices will include the actual hourly labor rates of personnel performing such services on the project, and all actual reimbursable expenses in accordance with the performance of this scope of services.

SCHEDULE

Olsson will begin work under this Agreement within (10) business days of contract execution and will complete the work in accordance with the schedule shown on the following page.

Metropolitan Transportation Plan Update Joplin Area Transportation Study Organization (JATSO)	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
PHASE 0 - PROJECT MANAGEMENT										
TASK A: Project Management										
TASK B: Client Core Team Meetings										
TASK C: Community Staff Meetings										
TASK D: FHWA & MoDOT Meetings										
PHASE 1 - COMMUNITY ENGAGEMENT										
TASK A: Kickoff Meeting										
TASK B: Establish Communication Techniques										
TASK C: Public Open Houses										
TASK D: Form Committees										
TASK E: Stakeholder Meetings										
TASK F: Marking Blasts										
PHASE 2 - GOALS, OBJECTIVES, AND PERFORMANCE MEASURES										
TASK A: Draft Vision, Goals, and Objectives										
TASK B: Develop Performance Measures										
TASK C: System Performance Report										
PHASE 3 - EXISTING CONDITIONS INVENTORY AND ANALYSIS										
TASK A: Review of Existing Plans										
TASK B: Review Existing Data										
TASK C: Assess the Transportation Network										
TASK D: Multimodal Level of Service										
TASK E: Land Use Context										
TASK F: Street Typologies										
PHASE 4 - REVIEW OF EXISTING TRANSPORTATION MODELING & O-D STUDY										
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TASK A: Street Typology Definition										
TASK B: Scenario Planning										
TASK C: Assessment of Future Transportation Network										
TASK D: Capacity Analysis										
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TASK A: Draft Report										
TASK B: Final Report										