CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-120 Agreement with SFS Architecture for professional consulting services for the development of a City of Joplin Facilities Masterplan

MEETING DATE
April 4, 2022

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2022-120; Agreement; Scoring Summary; Facilities List

REVIEWED BY
Director of Public Works: David Hertzberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an agreement with SFS Architecture in the not to exceed amount of One Hundred Ninety-Nine Thousand Eight Hundred Eighty and 00/100 dollars ($199,880.00) for professional consulting services for the development of a City of Joplin Facilities Masterplan

BACKGROUND
The City of Joplin currently owns and/or maintains over 50 facilities, which include but are not limited to City Hall, the City Justice Center (which houses the City Police, Fire and Municipal Court System), Public Works Center (PWC) Facilities, Fire Stations, Parks Facilities, MAPS/Transit System Facilities, Airport Facilities, City Police & Fire Training Facility, Wastewater Treatment Facilities, Joplin Public Library, Joplin Senior Center, Joplin Museum Complex, Memorial Hall, Joplin Recycling Center, and multiple other facilities.

On February 5th, 2022, City Staff published a Request for Qualifications for professional architectural/engineering services for the development of a City of Joplin Facilities Masterplan, with statements of qualifications from interested consultants due on February 23rd. The City received one response to the RFQ, from the team of SFS Architecture and Corner Greer & Associates (CGA) Architects. The qualification statement received was reviewed and scored by a team of City staff comprised of Public Works, Facilities Maintenance, Fire Department and Parks and Recreation personnel. Based on the scoring, it was determined that SFS Architecture was qualified to provide the requested services. A scoping meeting was held with SFS and CGA to determine the scope of work to be included in this agreement.

The Facilities Masterplan will be limited to 29 City Facilities at this time, and will include an assessment of each facility, cataloged and delivered via a facilities management software platform that can be added to and updated by the City moving forward. Recommendations for required maintenance staffing and annual budgeting will be included for each facility, and a space needs assessment will be provided for City Hall as well.

Funds for the Facilities Masterplan were included in the FY2021/22 Capital Improvements Sales Tax Fund budget that was approved by Council.

In addition, the consultant will also provide an in-depth feasibility study for the City Justice Center. The Justice Center facility was constructed in 1967, and currently houses Fire Station 1, Fire Administration offices, Emergency Management, Emergency Communications/Dispatch, Municipal Court, City Prosecutor's office, Municipal Jail facilities, and the Police Department. Along with assessing the Justice Center facility itself, SFS will also hold multiple staff engagement meetings with all departments currently located in the facility to prepare a programming and space needs assessment, to be used in determining the feasibility of the use of the facility moving forward. Funds for the Justice Center Feasibility Study were included in the FY2021/22 General Fund budget that was approved by Council.

FUNDING SOURCE

Capital Improvement Sales Tax; General Fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

FACILITIES RESPONSIBILITIES
MASTER PLAN

The following is a list of facilities and structures maintained by the Public Works Facility Maintenance Division

1)	City Hall (602 S. Main St.)		built:1910-2005	62,000 sqft
2)	Dr. Donald E Clark Justice Center (303 E. 3rd St.)		built:1967	54,670 sqft
3)	Police garage (313 E. 3rd St.)		built:1980	2,000 sqft
4)	Evidence building (313 E. 3rd St.)		built 2006	3,000 sqft
5)	PWC (1301 W. 2nd St.)	Office	built 1981	2,000 sqft
6)	PWC (1301 W 2nd St.)	Central Garage	built 1981	12,800 sqft
7)	PWC (1301 W 2nd St.)	Vehicle Barn	built 1993	18,000 sqft
8)	PWC (1301 W 2nd St.)	Sign/Signal Shop	built 1989	9,000 sqft
9)	PWC (1301 W 2nd St.)	Sewer Maint.	built 1989	9,000 sqft
10)	PWC (1301 W 2nd St.)	Salt Dome	built 1994	8,200 sqft
11)	PWC (1301 W 2nd St.)	loafing sheds	built 1994	4,775 sqft
12)	Health/WIC department	(321 E.4th)	built 2006	14,687 sqft
13)	Records Storage Facility	(509 Kentucky)	built 1992	3,750 sqft
14)	Old Public Library Building	(300 Main St.)	built 1980	32,000sqft
15)	Public Safety Training Center		Built 2016	21,824 sq ft
16)	Joplin Senior Center (2616 Picher Ave.)		built2017	13,445 sqft
17)	Fire Station #2 (2825 W. Junge Blvd.)		built 2013	7,200 sqft
18)	Fire Station #3 (2717 Newman Rd.)		built 1980	3,600 sqft
19)	Fire Station #4 (3402 Hearns Blvd.)		built 2013	6,800 sqft
20)	Fire Station #5 (3223 Texas)		built 1982	3,850 sqft
21)	Fire Station #6 (5302 w 32nd St.)		built 2012	9,600 sqft
22)	Maps/RV-III facility (123 Main)		built 1972	10,000sqft
23)	Maps trolley storage/office (130 N. Porter)		built 2010	3,230 sqft
24)	Maps Trolley Storage (1301 W 2nd St.)		built 1996	4,000 sqft
25)	Old GA terminal (Dennis Weaver Dr.)	Airport	built 1947/1980	32,000 sqft
26)	New Terminal (7331 N. Hwy 43)	Airport	built 2009	27,500sqft
27)	Tower /Base facility (Colonial Dr.)	Airport	built 2009	10,000sqft
28)	Fire Station Dennis Weaver Dr.)	Airport	built 1975	2,400sqft
29)	Facility Maintenance also provides services as needed for the following:			
Joplin Public Library (1901 E. 20th)			built 2017	52,000 sqft

Facilities Masterplan RFQ Scoring Sheet

	Max Score	Scorer	SFS/CGA
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	**20**	1	18
		2	18
		3	19
		4	20
		5	15
		6	20
		Subtotal	**18.33333333**
Consultant's Relevant Experience. The Firm's overall experience with similar projects.	**20**	1	18
		2	19
		3	18
		4	20
		5	20
		6	20
		Subtotal	**19.16666667**
Project Team - Qualifications of staff to be assigned, education, position in firm and years experience will be considered.	**20**	1	19
		2	18
		3	19
		4	20
		5	20
		6	20
		Subtotal	**19.33333333**
Approach - Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.	**40**	1	38
		2	39
		3	39
		4	40
		5	35
		6	40
		Subtotal	**38.5**

Score	**95.33333333**

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and SFS Architecture, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Qualifications for City of Joplin Facilities Masterplan, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted a Statement of Qualifications on February 23, 2022, and its proposal dated March 25, 2022, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibit A within 5 months from the project kickoff meeting.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibit B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $199,880.00.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant'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 City.

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

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

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

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

6. 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.

7. Compliance with Laws. 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.

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

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Qualifications, and Consultant's Response to City's Request for Qualifications. In the event of conflict between the contract documents, this Agreement will

prevail. In the event of conflict between the City's Request for Qualifications and Consultant's Response to City's Request for Qualifications, City's Request for Qualifications will prevail.

10. 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.

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

12. 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.

13. Indemnification.

a. In no event shall the City be liable to the Consultant 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.

b. The Consultant shall defend, indemnify, and hold the City harmless, its elected or appointed officials, agents, and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

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

d. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

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

15. Insurance. Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

16. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

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

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin
ATTN: City Attorney
602 S. Main St.
Joplin, MO 64801

SFS Architecture
ATTN: Marsha K. Hoffman, Principal
2100 Central Street, Suite 31
Kansas City, MO 64108

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. Records and Audits. The Consultant 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.

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

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

22. Subcontractors. Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as City may exercise over Consultant under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

23. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

24. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant 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, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SFS Architecture

_____
Marsha K. Hoffman, Principal

EXHIBIT A

CITY OF JOPLIN

REQUEST FOR QUALIFICATIONS
(RFQ)

FOR

City of Joplin Facilities Masterplan

SEALED QUALIFICATION SUBMISSION DEADLINE
NO LATER THAN 2:00 P.M., CENTRAL TIME, FEBRUARY 23, 2022

EXHIBIT A

CITY OF JOPLIN

REQUEST FOR QUALIFICATIONS

City of Joplin Facilities Masterplan

I. REQUEST FOR QUALIFICATIONS

A. Request

Statements of Qualifications are now being accepted by the City of Joplin from qualified Architectural or Architectural/Engineering Firms for providing a Facilities Masterplan. Respondents to this Request for Qualifications shall submit to the City of Joplin, a statement of qualifications, which will address the various components as set forth in this Request for Qualifications.

B. Obtaining a Request for Qualifications

This document is available to all qualified Consultants that request a copy up to the closing date/hour of submission.

Copies can be obtained from the City of Joplin, Capital Improvement Project Manager, Rob Beachner, 602 S Main St., Joplin, Missouri 64801, or by calling (417 624-0820 Ext. 1543). They can also be obtained from the City of Joplin website at https://www.joplinmo.org/bids.aspx .

II. BACKGROUND INFORMATION

Incorporated in 1873, the City of Joplin is located in the southwest corner of Missouri and is the State's fourth largest metropolitan area. Population growth within the City limits, which covers more than 30 square miles, continues to grow modestly while rapid growth is being experienced in the surrounding regional area. Joplin's actual population is 51,762 that swells to approximately 225,000 during the day.

The City of Joplin currently owns &/or maintains over 50 facilities, in-excess of over one-million square feet of interior area. These facilities include but are not limited to City Hall, Public Works Center (PWC) Facilities, City Justice Center (which houses the City Police, Fire & Municipal Court System), Police Substations, Fire Stations, Parks Facilities, MAPS/Transit System Facilities, Airport Facilities, City Police & Fire Training Facility, Wastewater Treatment Plant Facilities and Lift Stations, Joplin Public Library, Joplin Senior Center, Joplin Museum Complex, Memorial Hall, Joplin Recycling Center, and multiple other facilities.

III. SCOPE OF WORK

The purpose of the Facilities Masterplan is to provide a valuable fact-based tool for future facility-related decision making. It shall set a logical course for capital improvements and facility management initiatives for the future. The Facility Masterplan shall be a living document and will be re-examined and updated on a regular review cycle.

EXHIBIT A

Given the varying physical age of current facilities, as well as the ever-changing needs and levels of services provided by the City now and in the future, a visionary plan for maintenance and renovations, including repair and replacement schedules is imperative for future planning.

The City of Joplin is seeking to establish a relationship with an architectural or architectural/engineering firm (consultant) for the purpose of analyzing the state of current facilities, identifying repair and renovation needs, analyzing building utilizations indicators, establishing budgetary pricing, and examining potential viable additions to existing facilities as well as the need for new buildings.

The Facilities Masterplan shall include the following items at a minimum. A detailed scope of work will be developed in conjunction with the selected firm as part of the contract development process.

1. Consultant will analyze the state of current facilities as detailed above (including major mechanical equipment included in the facilities), relating to the repair, renovation, or replacement of the facilities or equipment.

2. Consultant will analyze each facility and develop plans to ensure that the facilities meet ADA accessibility guidelines and requirements.

3. Consultant will provide recommendations for new &/or additional facilities needed for the future.

4. Consultant will provide the City with recommendations for current and future staffing needs and annual budget estimates required to adequately operate and maintain the facilities.

5. Consultant will assist the City in determining the need for and selection of asset management program software. All deliverables from the Consultant to the City shall be in a format compatible with the proposed software.

6. It is expected that the Consultant will utilize information included in existing plans that have been developed by the City and other organizations as related to facilities, including but not limited to:

    - Current City of Joplin Capital Improvement Program
    - City of Joplin Stormwater Masterplan
    - City of Joplin Parks Master Study Plan
    - City of Joplin Transit Masterplan
    - City of Joplin Airport Masterplan
    - City of Joplin Wastewater Facility Plan
    - City of Joplin Solid Waste Masterplan (energy focus)
    - City of Joplin Police Department Resource Allocation Study
    - City of Joplin Fire Department Resource Allocation Study

IV. SCHEDULE

Schedule shall be determined during the contract negotiation phase with the selected Consultant.

EXHIBIT A

V. DELINEATION OF RESPONSIBILITIES

A. Responsibilities of the Consultant

1. The Consultant shall be responsible for undertaking the services identified under Section III above, or as negotiated (if required) with the City, upon execution of the contract by both parties.

2. All invoices for services shall be submitted to the City in duplicate and include brief description of services rendered. In addition, invoices must show the name of the Department or Division for which the services were performed and the City of Joplin Purchase Order Number.

3. During the course of the project, the Consultant may invoice the City for services rendered, no more than once per month.

B. Responsibilities of the City of Joplin

1. The City shall make available to the Consultant all documents, studies, plans and specifications in the City's possession, which will be useful in completing the project work. However, it will remain the Consultant's responsibility to gather and verify necessary data.

C. Review Committee

The City will set up a committee to review the Qualifications

VI. QUALIFICATIONS FORMAT

The Submittal of Qualifications shall include the following:

A. Letter of Transmittal

The letter of transmittal shall be addressed to the City of Joplin Capital Improvement Project Manager, 602 South Main Street, Joplin, MO 64801 and must, at a minimum, contain the following:

1. Identification of the Consultant including name, address, telephone number, and email.

2. Location of the office from which service will be provided, including hours of operation.

3. An officer of the firm authorized to contract for the work shall sign the transmittal letter.

B. Responsiveness of written response in clearly stating an understanding of the scope of work as outlined in the scope of services portion of this request for qualifications

C. Consultant's Experience

The Qualifications must include a demonstration of the Consultant's knowledge and experience relative to the items identified under the Scope of Work. This will include a list of similar projects and a description of the Consultant's general

organization and names of key personnel, indicating the depth and quality of experience.

References (three minimum) shall be provided identifying each client, a contact person and the client's mailing address and telephone number for similar projects done by the personnel to be involved in these projects. One of the clients shall be a government agency.

D. Project Team

The Qualifications shall include the identification and organization of the team proposed to be assigned to this project, with individual resumes and the specific areas of responsibility of key personnel, concentrating on both breadth of experience and experience on similar projects. The same information for any sub-consultants proposed to be involved in any work shall also be included.

E. Approach

Responding parties shall provide their proposed methods of proceeding with the project work, including the method of keeping the City informed on the progress of the project.

F. Conflict of Interest Information

Information on possible conflicts of interest should be provided in the Submittal of Qualifications. Such information will be taken into account in making a decision on the selection of the Consultant to perform the services.

Should a conflict arise during preparations for or while undertaking these services, the Consultant shall immediately advise the City of such conflict.

VII. PROCESSING OF QUALIFICATIONS

A. Questions

Questions regarding this Request for Qualifications, the Scope of Work, or need for additional data or information can be obtained from Rob Beachner, Capital Improvement Project Manager, City of Joplin, 602 S. Main, Joplin, Missouri 64801. Contact 417-624-0820 Ext. 1543.

B. Pre-submittal Meeting

None anticipated.

C. Submission of Qualifications

To receive consideration, respondents should submit six copies of their submittal, highlighting their qualifications and experience. Including any cover letter, the entire document must be **no more than 20 pages in length**. Qualification submittals must be received in the Engineering Department, 4th Floor City Hall, 602 South Main, Joplin, Missouri 64801, **no later than 2:00 P.M., February 23, 2022** at which time they will be opened and distributed for evaluation. The outside of the envelope shall be marked **"RFQ for City of Joplin Facilities Masterplan"**. All submittals will be held in confidence until a contract has been executed or City Staff has rejected all Submittals. Late submittals will not be considered. They will be returned, unopened, to the sender.

D. Evaluation of Qualifications

The City of Joplin reserves the right, to evaluate each submittal of Qualifications, and to reject any or all submittals, or to accept the submittal(s) that in its sole judgment may be in the best interest of the City.

E. Time Frame

The Consultant shall maintain the contracted time frames.

F. Pre-contractual Expenses
The City shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of a Consultant's Submittal, prior to execution of the contract by both parties.

Pre-contractual expenses are defined as expenses incurred by the Consultant in:

1. Preparing and submitting qualifications(s) to the City;
2. Negotiations with the City on any matter related to the contract terms, professional fees, and schedule;
3. Any other expenses incurred by the Consultant prior to reaching agreement in advance of the date of execution of the negotiated contract.

G. Notification of Successful Consultant(s)

Successful potential Consultant(s) shall be notified as soon as possible by the City following review and scoring. In the event that the City is unable to negotiate a contract with the first selected Consultant, the City shall terminate those negotiations in writing, and negotiations shall then commence with the next Consultant on the list and continue downward.

H. Notification of Unsuccessful Consultants

The City shall notify unsuccessful potential Consultants as soon as possible, after execution of a contract with the successful Consultant(s).

VIII. SELECTION OF CONSULTANT

A. Qualifications

The Consultant may be a single firm or a joint venture and must show evidence of its technical capability in this work. The Consultant shall also be knowledgeable in accordance with all applicable federal, state, and local government laws and regulations. Work shall be done in conformance with current professional practices in the State of Missouri.

B. Criteria for Selection

Selection among the Submittals shall be done using Quality Based Selection (QBS) methods, and shall be based upon the following criteria.

1. Concept and Responsiveness to City's Request 20%
Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.

2. Consultant's Relevant Experience 20%
   The Firms overall experience with similar projects

3. Project Team 20%
   Qualifications of staff to be assigned, education, position in firm and years experience will be considered.

4. Approach 40%
   Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.

The City may prepare a short list of firms from the submitted Qualifications for oral presentations to a Selection Committee. This decision will be based on the number and quality of Submittals. If Submittals are deemed of a high enough quality, oral presentations may be waived, and a finalist selected based on Qualifications submitted.

In the event oral presentations are required, the City of Joplin will not be responsible for any expenses incurred by the potential Consultants for these presentations. New evaluation criteria may be established for oral interviews. The City will provide the desired format and criteria prior to the oral presentations. **PRESENTATIONS SHALL BE CLEAR AND CONCISE.**

If it is determined to be in the best interest of the City, all Submittals may be rejected, and the City may reissue Requests for Qualifications.

C. Negotiation of Contract

After selection of the successful Consultant the City of Joplin shall negotiate the contract under which the work is to be performed. All items submitted in the proposal shall be subject to negotiation. Additionally, the City reserves the right to enter into single or multiple contract(s) with a selected Consultant or Consultants for any or all of the components of this project.

If negotiations for fees and services are successful with the selected Consultant, as determined by the City, a contract for service will be prepared. In the event that negotiations for fees or services are not successful, the City will terminate these negotiations in writing and will then begin negotiations with the next Consultant, in descending order of approval.

The Consultant will not assign or transfer any or all of its rights, duties or obligations without the prior written consent of the City.

IX. POINT OF CONTACT

Rob Beachner- Capital Improvement Project Manager
City of Joplin
Engineering Department
602 S. Main
Joplin, Missouri 64801
Phone: (417) 624-0820 Ext. 1543 email: rbeachne@joplinmo.org

EXHIBIT A

X. POLICY ON NONDISCRIMINATION ON THE BASIS OF DISABILITY

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of Joplin does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services.

For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact:

City of Joplin Human Resources Division
602 South Main
Joplin, Missouri 64801
(417) 624-0820 ext. 1211

Project Understanding

The City of Joplin desires to conduct a comprehensive Facility Master Plan of their 29 facilities with more than four hundred thousand square feet. The Master Plan will provide a valuable tool to guide capital improvements and facilitate property management. In addition, it will include initiative for future building facilities improvements based on space needs programming of City Hall and the Justice Center.

Maintenance staffing needs will be recommended based on the ability to adequately operate and maintain all of Joplin's facilities.

The scope of the Facilities Master Plan will include the following:

Facilities Master Plan – Facilities Assessment

- Data Gathering / Research
- Existing Building Survey (Building list provided by the City)
- Reports
- Training & Documentation
- Maintenance Staffing Recommendation

Facilities Master Plan – Space Needs Assessment, City Hall

- Data Gathering / Research
- City Hall Questionnaire
- Data Gathering / Research
- Programming / Space Needs
- Concept Design Options
- Consensus Option

Justice Center Feasibility Study

- Data Gathering / Research / Existing Building and Site Assessment
- City Hall Questionnaire
- Justice Center Staff Engagement (1)
- Programming / Space Needs
- Justice Center Staff Engagement (2)
- Concept Design Options
- Consensus Option
- Justice Center Staff Engagement (3)
- Cost Estimating and Phasing

Proposal for City of Joplin
Process/Approach/Scope of work

Process/Approach/Scope of Work

The scope of work to be completed will be broken into three section and associated tasks. The initial kickoff meeting and final task presenting to City Officials will be held at the same time.

Task Kickoff Meeting

During the kickoff meeting, introductions will be made, City and SFS/CGA team member roles and responsibilities will be defined, lines of communication will be established, the schedule will be reviewed, and the scope of work will be confirmed.

Facilities Master Plan – Facilities Assessment

Task Data Gathering / Research

Review existing site and buildings information.

Task Existing Building Survey

VFA will perform facility assessments of the 29 buildings requested by the City, approximately 440,000 SF. Refer to attached VFA Statement of Work for details.

Task Reports

VFA will develop reports for budgeting and capital planning.

Task Training & Documentation

VFA will provide core training to City Staff to enable users to become proficient in using and manipulating the Facility Condition Assessment data housed in the VFA Facility software.

Task Maintenance Staff Recommendation

Based on the facility assessments and understanding of the full complement of facilities maintained by city staff, the SFS/CGA team will propose recommended staffing needed.

Facilities Master Plan – Space Needs Assessment, City Hall

Task Data Gathering / Research

Review existing buildings information to create a baseline for creating the master plan. Review existing building assessment provided by VFA. The data gathered is a basis for development of the Master Plan for City Hall.

Task City Hall Questionnaire

Develop an electronic questionnaire for each department in City Hall to provide feedback on use of the current facilities, and future space needs.

Task Programming / Space Needs

Programming / Space Needs

Meet with key stakeholders to review and confirm space needs. It is anticipated that these meetings will be with small groups, focused on particular departments. 8 stakeholder meeting included.

Deliverables:

Space Needs Program document

Proposal for City of Joplin

Process/Approach/Scope of work

Task Meeting Notes

Provide written documentation of all meetings in the form of meeting notes for review by the Building Committee.

Task Concept Design Options

Review with the Building Committee our understanding of the essential design elements of the campus, evaluating the key priority items that are desired. After this initial review and understanding, SFS/CGA will generate concept design options for the building Master Plan to meet the space needs program.

This will include presentation materials for the Building Committee to review and approve. All options will be discussed with the Building Committee to determine the preferred solution.

Deliverables:

Concept Design options include:

- Conceptual floor plans (blocking diagrams)
- Order of magnitude cost opinion

Task Consensus Option

The preferred option will be further developed to produce graphic images for review with the Building Committee.

Deliverables:

Design development of selected concept option to include:

- Floor plan(s)

Justice Center Feasibility Study

Task Data Gathering / Research / Existing Building and Site Assessment

Review existing site and buildings information to create a baseline for creating the master plan. Review current codes, and zoning requirements. The data gathered is a basis for development of the Master Plan.

Task Justice Center Questionnaire

Develop an electronic questionnaire for each department in the Justice Center to provide feedback on use of the current facilities, and future space needs.

Task Justice Center Staff Engagement (1)

Conduct a meeting with all Justice Center staff to review SFS/CGA scope of work and the goals of the study. Questionnaire will be distributed following this meeting.

Task Justice Center Staff Engagement (1)

Provide a written document outlining the needs expressed and all topics discussed during the staff engagement meeting.

Proposal for City of Joplin

Process/Approach/Scope of work

Task Programming / Space Needs

Meet with key stakeholders to review and confirm space needs. It is anticipated that these meetings will be with small groups, focused on particular departments. Eight stakeholder meeting included.

Deliverables:

Space Needs Program document

Task Meeting Notes

Provide written documentation of all meetings in the form of meeting notes for review by the Building Committee.

Task Justice Center Staff Engagement (2)

Conduct a meeting with all Justice Center staff to review SFS/CGA existing building and site conditions, questionnaire responses, and next steps.

Task Justice Center Staff Engagement (2)

Provide a written document outlining the needs expressed and all topics discussed during the Meeting.

Task Concept Design Options

Review with the Building Committee our understanding of the essential design elements of the campus, evaluating the key priority items that are desired. After this initial review and understanding, SFS/CGA will generate concept design options for the building Master Plan to meet the space needs program.

This will include presentation materials for the Building Committee to review and approve. All options will be discussed with the Building Committee to determine the preferred solution.

Deliverables:

Concept Design options include:

- Conceptual floor plans (blocking diagrams)
- Site plan
- Order of magnitude cost opinion

Task Consensus Option

The preferred option will be further developed to produce graphic images for review with the Building Committee.

Deliverables:

Design development of selected concept option to include:

- Floor plan(s)
- Site Plan

Proposal for City of Joplin

Process/Approach/Scope of work

Task Justice Center Staff Engagement (3)

Conduct a meeting with all Justice Center staff to review SFS/CGA proposed conceptual site and plan options to meet future space needs. .

Task Justice Center Staff Engagement (3)

Provide a written document outlining the needs expressed and all topics discussed during the Meeting.

Task Existing Buildings and Site Assessment

Study the existing conditions of the site including grades, utilities, and physical site conditions.

Deliverables:

Presentation site and floor plans.

Combine Presentation

Task Governing Body Presentation(s)

Assist with a presentation to the City Council of the final Facilities Master Plan and Justice Center Feasibility Study.

Deliverables:

Power Point presentation on Feasibility Study of the Justice Center, City Hall Space Needs and Existing Building Assessments.

Task Renderings

2 3D renderings shall be provided.

Proposal for City of Joplin

Compensation

Facilities Master Plan – Facilities Assessment

Lump sum fee: $90,000.00
Includes Reimbursable Expenses.

Facilities Master Plan – Space Needs Assessment, City Hall

Lump sum fee: $5,000.00
Includes Reimbursable Expenses.

Justice Center Feasibility Study

Lump sum fee: $104,880.00

Includes Reimbursable Expenses. Includes 2 3D Renderings

Additional 3D renderings of the Justice Center can be provided at $3,500.00 each

The undersigned agree to fulfill the tasks and compensation stated above.

SFS Architecture 2100 Central, #31 Kansas City, MO 64108	City of Joplin 602 S. Main Joplin, MO 64810
Marsha K. Hoffman, Principal	Print Name:
Date: March 25, 2022	Date:

COUNCIL BILL NO. 2022-120 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement with SFS Architecture in the not to exceed amount of One Hundred Ninety-Nine Thousand Eight Hundred Eighty and 00/100 dollars ($199,880.00) for professional consulting services for the development of a City of Joplin Facilities Masterplan and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement with SFS Architecture in the not to exceed amount of One Hundred Ninety-Nine Thousand Eight Hundred Eighty and 00/100 dollars ($199,880.00) for professional consulting services for the development of a City of Joplin Facilities Masterplan, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Capital Improvement Sales Tax fund and the General Fund.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2022, by a vote of_____.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund and the General Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance