CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64803	
Attention: **Nicholas A. Heatherly, PE, CFM** **nheather@joplinmo.org**		Attention: Kurt Higgins, P.E., Vice President	
Department: **Public Works Department**		Phone: 417.680.7200	Fax: 417.680.7300
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(FOR ENGINEERING SERVICES ASSOCIATED WITH CDBG DR1 FUNDING IN CROSSROADS INDUSTRIAL PARK)

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

WITNESSETH:

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

WHEREAS, the Engineer 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 Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, 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 Engineers, and Land Surveyors;

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

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer 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 Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer 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 Engineer.

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

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

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

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual

relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer'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 Engineer to fulfill Engineer'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 Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; 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 Engineer 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 Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer 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 Engineer.

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

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

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

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits

discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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

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

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

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

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

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

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

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

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

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

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

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

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

regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

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

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

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

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

20. **Affirmative Action for Handicapped Workers**

a. The Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Engineer agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped

individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. Ownership of Documents. All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, 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.

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

City Attorney

Engineer:

Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Kurt Higgins, P.E.

Title: Vice President

Date: June 7, 2016

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

By: _____

Troy Bolander,
Planning and Community Development Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 E. 24th Street Joplin, MO 64804	
Attention:		Attention: Mr. Kurt Higgins, P.E. KURT.HIGGINS@AMCE.COM	
Department: Public Works, Engineering		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, x. 531	Fax: 417-625-4738		

WORK AUTHORIZATION AGREEMENT NUMBER AMA-DR1-CR-PH2
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____day of June, 2016 by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with the 2016 CDBG-DR Phase 2 Crossroads Projects.

WHERAS, the Engineer 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 Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract.

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

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

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

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment.

The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

a. **Conditioned upon acceptable performance.** The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this Agreement exceed the sum of Seven Hundred Eighty-Five Thousand Three Hundred Thirty and no/100 Dollars ($785,330).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the 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).

As of January 1, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to

property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00 on both a per-claim and an aggregate basis. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. **Personnel.** The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer'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.

8. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer'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 Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; 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

Engineer 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 Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer 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 Engineer.

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 Engineer under this contract shallat the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

9. **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. Engineer 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 Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Engineer 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 moneydue or to become due to the Engineer from the City under this contract may be assigned to a bank, trust company, or other financialinstitution 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 deleteactivities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give anynotice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify anysuch assignee.

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

12. **Discrimination.** The Engineer 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 Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **Occupational License:** The Engineer 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 Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City

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

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

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

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

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

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

18. **City Benefits.** The Engineer 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.

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

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

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

c. In no event shall the City be liable to the Engineer 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.

20. **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 Engineer until such time as thisAgreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City,one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and writtendesign criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

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

22. **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.

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

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

REVIEWED FOR APPROVAL

Daniel Salisbury, P.E.
Assistant Director of Public Works/Engineering

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: Kurt Higgins

Printed Name: Kurt Higgins, P.E.

Title: Vice President

Date: 6-7-2016

CITY OF JOPLIN, MISSOURI

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

Date: _____

By: _____
Troy Bolander,
Planning and Community Development Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-DR1-CR-PH2 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with CDBG DR1 Funding in Crossroads Industrial Park)

1. SERVICES

Engineer shall provide the City of Joplin with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, and construction phase services as hereinafter stated which include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the planning, design and construction of the Phase 2 Crossroads projects with the City of Joplin and the CDBG funding program having jurisdiction over the project.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Complete a Traffic Impact Study (TIS) for the Crossroads Industrial Park in Joplin, MO as outlined in Attachment Number Four to Exhibit A.

1.1.3.2 Design of approximately 7,460 LF of gravity sewer along Turkey Creek extending South from the vacant lift station along Apple Road to the North side of Highway FF and 600 LF of gravity sewer along the East side of the Coca-Cola property.

1.1.3.3 Design of vacant lift station along Apple Road.

1.1.3.4 Geotechnical Investigation & Construction Materials Testing Services as outlined in Attachment Number Five to Exhibit A.

1.1.3.5 Design of approximately 3,870 LF of roadway referred to as East 26th Street Extension and Road "C".

1.1.3.6 Bidding and Construction Phase Engineering for the gravity sewer, lift station and roadways. Services to include monthly contractor pay application review and processing, review of contractor's certified payrolls for compliance with CDBG requirements, and wage rate interviews with contractor employees no less than twice a month.

1.1.3.7 Resident Construction Representation Phase services for gravity sewer, lift station and roadways. Services will be provided as needed/requested by the city with an anticipation of services being essentially full time with an estimated construction duration of 18 months.

1.1.3.8 Coordination of the tasks included within this Agreement with utility companies; with City of Joplin staff and with the City's CDBG administrative consultant.

1.1.3.9 Negotiation and acquisition of easements as determined necessary to accommodate construction of various sanitary sewer improvements within the project area and assisting with the annexation of the easements to the City of Joplin as determined necessary to utilize the grant funds. The annexation of areas to complete the project is a preliminary step before design of the Sewer line improvements outside of the City limits can commence.

1.2 Traffic Impact Study.

ENGINEER shall complete a TIS described in paragraphs 1.1.3.1 and as outlined in Attachment Number Four to Exhibit A. The TIS will be completed by Bartlett & West, sub-consultant to Allgeier, Martin and Associates, Inc.

1.3 Planning, Design, and Construction Phases

ENGINEER shall provide Engineering Services as outlined in Attachment Number Three to Exhibit A for the project identified on the map included as Attachment Number One to Exhibit A.

1.4 Project Coordination

Upon receipt of Notice to Proceed, ENGINEER shall provide the following coordination services for the tasks included within this Agreement as described in paragraph 1.1.3.8:

1.4.1 Coordination with utility companies.

1.4.2 Coordination with City of Joplin staff and with the City's CDBG administrative consultant.

1.5 Environmental Clearances

The project will be undertaken with the understanding that the Joplin Industrial Development Authority has taken care of and will be responsible for any and all environmental clearances and studies.

1.6 Right-of-Way/Easement Acquisition

1.6.1 Meet with affected property owners in an attempt to secure required easements for sanitary sewer line and roadways.

1.6.1.1 Services for right-of-way/easement acquisition are anticipated to be provided for a maximum of 2 individual properties associated with the project.

1.6.2. Provide status report details to OWNER's representatives, as requested, indicating contacts that have been made and status of negotiations.

1.6.3. Obtain signed easement documents from willing participants.

1.6.4. In the event that negotiation for easements is unsuccessful after two attempts, provide to the OWNER a prepared report of negotiations to allow the OWNER to decide the course of future action.

1.6.5 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

1.6.6. Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. Any required appraisals, if determined necessary, shall be provided by the ENGINEER as an additional service.

1.6.7. Record and provide OWNER with copies of all executed easements.

2. TERMS

2.2 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder for this Work Authorization scope of work shall be completed no later than March 1, 2018.

2.3 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number Two to Exhibit A: "RATE SCHEDULE 2016-2017"; with a total compensation ceiling of $785,330, as set forth in Work Authorization Number AMA-DR1-CR-PH2 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Traffic Impact Study	$ 47,480
Conceptual Phase	$ 30,000
Preliminary Design Phase	$220,584
Utility Phase	$ 10,000
Final Design Phase	$ 96,400
Right-of-Way/Easement Acquisition	$ 6,400
Bidding and Construction Phase Engineering Services (Including pay Application reviews, certified payroll reviews, and wage rate interviews)	$ 60,000
Resident Project Representation Services (Limited to 18 months)	$282,256
Geotechnical Investigation and Construction Materials Testing Services (As outlined in Attachment Number Five to Exhibit A)	$ 12,210
Project Coordination	$ 20,000
Total Estimated Maximum Fee	$785,330

ATTACHMENT NUMBER TWO
RATE SCHEDULE
2016-2017

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

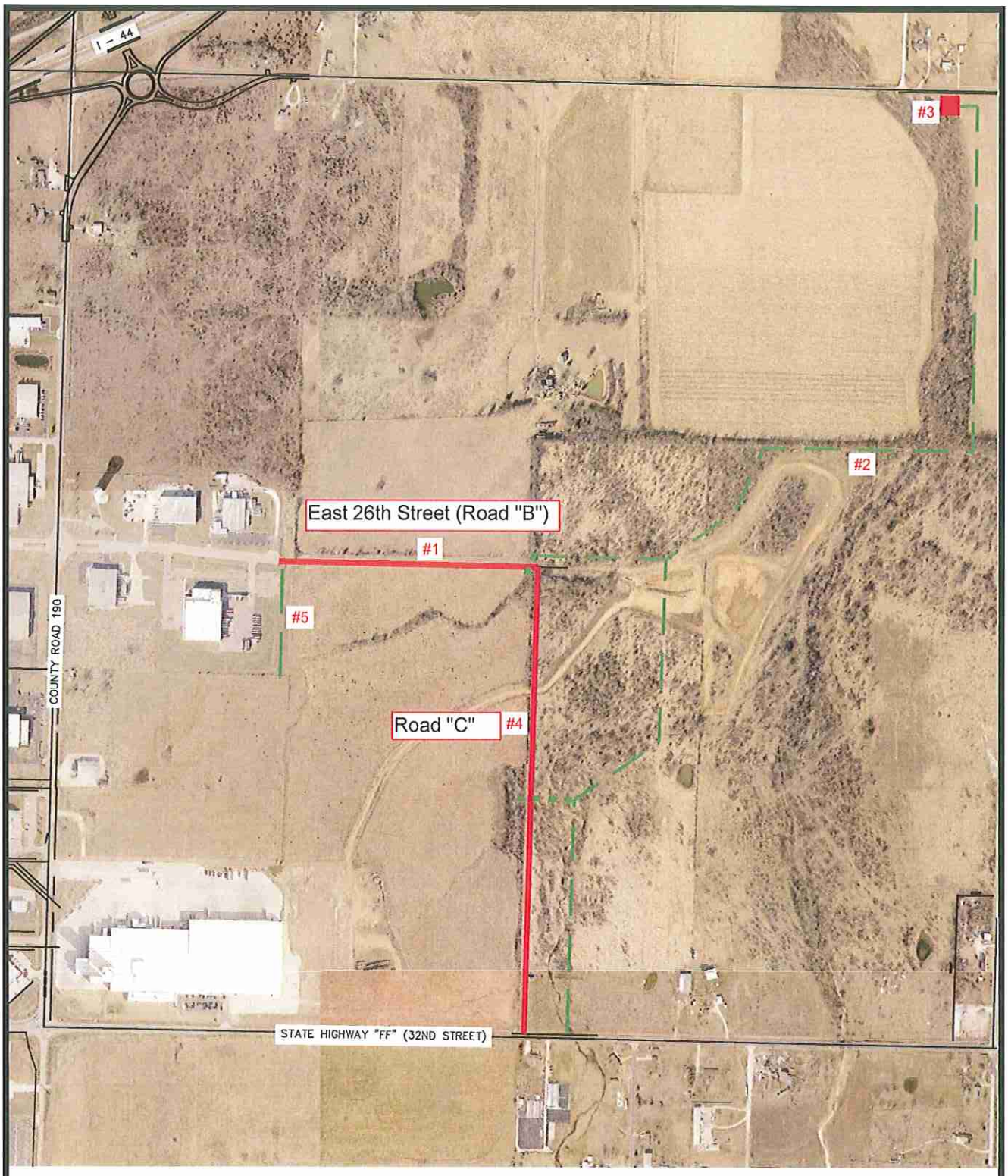
LABOR RATES

Classification	Hourly Billing Rate 01/01/2016 thru 12/31/2016	01/01/2017 thru 12/31/2017
Principal/Engineer IV	$185	$191
Principal/Engineer III	$170	$175
Principal/Engineer II	$150	$155
Principal/Engineer I	$135	$140
Designer III/GIS Specialist	$124	$128
Designer/Technician III	$104	$108
Designer/Technician II	$92	$95
Designer/Technician I	$86	$88
Two-Man GPS Survey Crew	$175	$181
One-Man GPS Survey Crew	$135	$140
Three-Man Survey Crew	$190	$201
Two-Man Survey Crew	$150	$155
Registered Land Surveyor II	$160	$166
Registered Land Surveyor I	$140	$145
Survey Party Chief	$86	$88
Survey Crew Member	$69	$72
Right of Way Specialist	$108	$112
Construction Inspector III	$104	$108
Construction Inspector II	$92	$95
Construction Inspector I	$84	$88
Secretary/Word Processor	$69	$72
Print Specialist	$69	$72

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.54 per mile (or current IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%



N

SCALE: 1"=800'

ATTACHMENT NUMBER ONE PROJECT MAP MAY, 2016

ALLGEIER, MARTIN and ASSOCIATES, INC
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

ATTACHMENT NUMBER TWO
RATE SCHEDULE
2016-2017

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

LABOR RATES

Classification	Hourly Billing Rate 01/01/2016 thru 12/31/2016	01/01/2017 thru 12/31/2017
Principal/Engineer IV	$185	$191
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Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
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Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

ATTACHMENT NUMBER THREE TO EXHIBIT A TO WORK AUTHORIZATION AGREEMENT NUMBER AMA-DR1-CR-PH2

Project Name/Description Phase 2 Crossroads
Consultant Allgeier, Martin and Assoc.

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit A, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer

to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements
Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation
Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.050.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05 Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for

execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with

the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered

at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

d) Contractor certification and city recommendation:

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

BARTLETT & WEST
an employee-owned company

June 10, 2016

Kurt Higgins, P.E.
Allgeier, Martin, and Associates
PO Box 2627
7231 East 24th Street
Joplin, MO 64804

RE: Proposal for Professional Services
Cross Roads Traffic Impact Study

Dear Kurt:

Bartlett & West, Inc proposed to perform a Traffic Impact Study (TIS) for the Cross Roads Industrial Park in Joplin, MO. The TIS will determine the traffic impact of future industrial development on the existing and proposed roadway network in the area and make recommendations to mitigate the anticipated impact. The study area is bounded by the intersection at the southbound ramp at I-49 on the west, 32nd Street (Hwy FF) on the south, 32nd & Lark Road on the east, and 23rd Street (Road A) on the north. The scope for the study is more specifically detailed below.

SCOPE OF WORK

Task 1 – Traffic Data Collection and Site Investigation

PM peak hour traffic counts will be collected during a two-hour time period that produces the peak hour traffic at the intersections of Prigmor Ave & 32nd Street, Prigmor Ave & East Alliance Pkwy, 32nd & the northbound ramp at I-49, and 32nd & the southbound ramp at I-49. This time period will be deterimined by requesting shift schedules for the local industries from the Joplin Chamber of Commerce and then analyzing these shifts to estimate the peak hour. Based on the information known to date, it is anticipated the counts will be taken between 4:00pm – 6:00pm. In addition, a 24-hour traffic count will be performed on the same days as the PM peak hour counts on Prigmor Ave. Bartlett & West, Inc. will submit the method and exact location of equipment for counting traffic to the city for approval prior to beginning work. Upon approval, a Professional Traffic Operations Engineer (PTOE) conduct a site analysis to determine existing conditions, intersection and driveway spacing, existing intersection control, and review existing sight distance concerns within the study area.

Task 2 – Trip Generation and Distribution

The Institute of Transportation Engineer's (ITE) Trip Generation Manual will be used to determine the number of vehicle trips generated by the proposed industrial park. The land use classification "Industrial Park" will be used to determine the trips generated with the study area for both short term and full development conditions. Short term development is considered to be development adjacent to Road A, Road A-1, Road B, and Road C. Full development is considered to be all remaining developable area within the study area.

After determining the trips generated for the short term and full development conditions, multiple scenarios of trip distributions will be estimated. These scenarios include:

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WWW.BARTWEST.COM

- Short term development without the Hubler Ave extension
- Full development without the Hubler Ave extension
- Full development with the Hubler Ave extension

Noting the interchange at Prigmor and I-44 has already been constructed, it will not be analyzed as part of this TIS.

Task 3 – Intersection Capacity, Level of Service (LOS), and Queuing Analysis

Task 3 will include an intersection capacity, Level of Service (LOS), and queueing analysis for 10 intersections within the study area based on the following development scenarios:

Existing Conditions
East Alliance Pkwy & Prigmor Ave
32nd St & Prigmor Ave
32nd & NB Ramp at I-49
32nd & SB Ramp at I-49
32nd & Lark Rd

Existing Conditions + Short Term Development
East Alliance Pkwy & Prigmor Ave
East Alliance Pkwy & Hubler Ave
32nd St & Prigmor Ave
Prigmor Ave & Road A
Road A-1 & East Alliance Pkway
Road C & 32nd St
32nd & NB Ramp at I-49
32nd & SB Ramp at I-49
32nd & Lark Rd

Existing Conditions + Full Development
East Alliance Pkwy & Prigmor Ave
East Alliance Pkwy & Hubler Ave
32nd St & Prigmor Ave
Prigmor Ave & Road A
Road A-1 & East Alliance Pkwy
Road C & 32nd St
32nd & NB Ramp at I-49
32nd & SB Ramp at I-49
32nd & Lark Rd
32nd & Road 220
Road D & Prigmor Ave

The traffic analysis in Task 3 will provide the basis for determining the appropriate intersection control and recommended geometric improvements. The City of Joplin will be given the opportunity to modify the above locations as long as the total number of scenarios does not increase.

Task 4 – Project Administration and Traffic Impact Study Report

This task will prepare a Traffic Impact Study (TIS) report including appropriate figures and appendices to summarize the results and recommendations for improvements. Access locations, intersection control, and recommendations for geometric improvements will be included in the TIS. The recommendations for the improvements will be based on the Highway Capacity Manual, the Manual for Uniform Traffic Control Devices, the MoDOT Engineering Policy Guide, and engineering judgment.

Included within the task are provisions for the Project Manager and the project Professional Traffic Operations Engineer to be available at two project meetings as requested by the client.

Items not included in the scope of services:

- Data collection or traffic collection at any times or intersections not specifically mentioned above
- Crash data collection or analysis
- Topographic survey or project control information
- Cad files for proposed geometric improvements
- Design or engineering plans for the recommended improvements

Schedule and Fee

The project will be completed within 60 days from the notice to proceed after receiving an executed agreement. City or client review time will not be included in the schedule.

The hourly upper limit fee for the scope of work outlined above is $38,870. A detailed estimate by task is provided as an attachment to this proposal. Fees will be billed monthly, based on the hours of work completed.

Reimbursable expenses are included in the above lump sum fees, with the exception of specific government permitting fees, filing fees or plan review fees, which will be billed at cost as a separate line item.

In addition to the items specifically stated above, Bartlett & West will be pleased to provide any additional services or coordination not defined in this scope of services.

We look forward to working with you on this project. The tasks and fees outlined in this contract proposal are valid for 60 days. Please call me at (785) 330-7035 (direct line) if you have any questions about this proposal or the project in general.

Sincerely,

Herbert L. Bailey

BARTLETT & WEST, INC.
Herb Bailey, P.E.,
Project Manager

Bartlett & West, Inc **(Consultant)**	**Allgeier, Martin, and Associates** **(Client)**
By: Herbert L. Bailey	By: _____
Name: Herb Bailey	Name: _____
Title: Project Manager	Title: _____
Date: June 10, 2016	Date: _____

Attachment: Detailed Scope and Fee Estimate

Scope and Fee Estimate
Traffic Impact Study
Cross Roads Industrial Park

Tasks		Eng. IX $182.00	Eng. VI $142.00	Eng. I $92.00	Eng. Tech VIII $108.00	Eng. Tech V $85.00	Admin Tech. III $50.00	Other Direct Costs Item	Cost	Total Fee	Task Total
Task I.	**Traffic Data Collection and Site Investigation**										$9,096.00
	Collect PM peak hour traffic counts at intersection of East Alliance and Prigmore		10			10		Mileage	$216.00	$2,486.00	
	Collect PM peak hour traffic counts at intersection of HWY FF and Prigmore		1			20				$1,842.00	
	Collect PM peak hour traffic counts at intersection of 32nd & NB Ramp at I-49		1		10	10				$2,072.00	
	Collect PM peak hour traffic counts at intersection of 32nd & SB Ramp at I-49		1		10	10				$2,072.00	
	Obtain 24 hour count on Prigmore (count taken from 4pm to 4pm the following day)		2			4				$624.00	
	Additional intersections will be billed as additional services										
	The roundabout at I-44 and Prigmore is not included in the scope										
Task II.	**Trip Generation and Distribution**										$5,272.00
	Trip Generation based on Trips/acre of Industrial Park Land Use classification (Short Term Dev)		2							$284.00	
	Trip Generation based on Trips/acre of Industrial Park Land Use classification (Full Dev)		2							$284.00	
	Trip Distribution and trip distribution exhibits without Hubler Ave extension (Short Term Dev)		8		4					$1,568.00	
	Trip Distribution and trip distribution exhibits without Hubler Ave extension (Full Dev)		8		4					$1,568.00	
	Trip Distribution and trip distribution exhibits with Hubler Ave extension (Full Dev)		8		4					$1,568.00	
Task III.	**Intersection Capacity, Level of Service (LOS), and Queuing Analysis**										$7,840.00
	Existing Conditions										
	East Alliance & Prigmore			2	2					$400.00	
	Prigmore & 32nd (FF)			2	2					$400.00	
	32nd & NB Ramp at I-49			2	2					$400.00	
	32nd & SB Ramp at I-49			2	2					$400.00	
	32nd & Lark (Rd 180)			2	2					$400.00	
	Existing Conditions + Short Term Development										
	East Alliance Pkwy & Prigmore Ave			2	1					$292.00	
	East Alliance Pkwy & Hubler Ave			2	1					$292.00	
	32nd St & Prigmor Ave			2	1					$292.00	
	Prigmore & Road A			2	1					$292.00	
	Road A-1 & East Alliance Pkwy			2	1					$292.00	
	Road C & 32nd St			2	1					$292.00	
	32nd & NB Ramp at I-49			2	1					$292.00	
	32nd & SB Ramp at I-49			2	1					$292.00	
	32nd & Lark Rd			2	1					$292.00	
	Existing Conditions + Full Development										
	East Alliance Pkwy & Prigmore Ave			2	1					$292.00	
	East Alliance Pkwy & Hubler Ave			2	1					$292.00	
	32nd St & Prigmore Ave			2	1					$292.00	
	Prigmore & Road A			2	1					$292.00	
	Road A-1 & East Alliance Pkwy			2	1					$292.00	
	Road C & 32nd St			2	1					$292.00	
	32nd & NB Ramp at I-49			2	1					$292.00	
	32nd & SB Ramp at I-49			2	1					$292.00	
	32nd & Lark Rd			2	1					$292.00	
	32nd & Road 220			2	1					$292.00	
	Road D & Prigmore Ave			2	1					$292.00	
Task IV.	**Traffic Impact Study Report**										
	Recommendations		28	54	16					$10,672.00	
	Internal peer review	2								$364.00	
	Project Meetings (2 meetings with Project Manager and Traffic Engineer)		32					Mileage	$432.00	$4,976.00	
	Project Administration	2	2							$648.00	
	Totals	4	105	104	78	54	0		$648.00	**$38,870.00**	

PALMERTON & PARRISH, INC.

GEOTECHNICAL & MATERIALS ENGINEERS
MATERIALS TESTING LABORATORIES
ENVIRONMENTAL SERVICES

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

April 22, 2016

Mr. Kurt Higgins, P.E.
Allgeier, Martin & Associates, Inc.
7231 East 24th Street
Joplin, Missouri 64804

Email: kurt.higgins@amce.com

RE: Proposal for Geotechnical Investigation and Construction Materials Testing Services
Crossroads Industrial Park – East 26th Street and Access Road "C"
Joplin, Missouri

Dear Mr. Higgins:

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for completion of a Geotechnical Investigation and Construction Materials Testing (CMT) Services for the proposed new East 26th Street and Access Road "C" within the existing Crossroads Industrial Park in Joplin, Missouri. The proposed roadways are approximately 3,870 feet in length, and are anticipated to be concrete paved. The new roadways will be subjected to moderate to heavy wheel loadings and moderate traffic frequencies.

GEOTECHNICAL INVESTIGATION

PPI's geotechnical scope of services for this project will include completion of field drilling, sampling and testing, laboratory testing, analysis of the collected data and pavement thickness analysis.

Field Subsurface Investigation: As requested by AMA, a total of seven (7) borings will be drilled at an approximate spacing of 500 feet along the proposed roadway alignments. Boring locations will be selected by AMA, and borings will be drilled to a depth of 6 feet below the existing ground surface. Borings will be extended to target depth or auger refusal, whichever is shallower.

The geotechnical field investigation will include the work listed below.

- A Dynamic Cone Penetrometer (DCP) test will be performed at the ground surface adjacent to each boring location to estimate the in situ California Bearing Ratio (CBR) value;
- Subsurface borings will be drilled using 4.5-inch outer diameter continuous flight augers;
- Soil samples will be collected at 2.5- to 5-foot centers during drilling using a split spoon or Shelby Tube sampler (ASTM D1586 & D1587);
- Groundwater levels will be measured during drilling; and
- The borings will be backfilled with a hole plug and available auger cuttings.

Laboratory Testing Program: Soil samples will be sealed and transported to PPI's Springfield laboratory for further evaluation and completion of laboratory testing. Laboratory testing will include the following:

- Soil Classification Tests: Atterberg Limits (ASTM D4318) and moisture content (ASTM D2216);
- Swell Test (ASTM D4546);
- Particle Size Analysis (ASTM D422); and
- Pocket Penetrometers.

The specific number and types of laboratory tests that will be performed will be influenced by the subsurface conditions encountered in the field and the quality of samples, and will not be determined until the geotechnical borings have been drilled.

Geotechnical Engineering Report: Collected field and laboratory data will be analyzed, and a formal Geotechnical Engineering Report will be prepared. An electronic (.pdf) copy of the Report and one (1) original hard copy will be submitted. The Report will include a Site Location Plan, Boring Location Plan, typed Boring Logs showing the results of field and laboratory testing, DCP test results, and results of the pavement thickness analysis. The Geotechnical Engineering Recommendations will be provided for subgrade preparation and pavement construction, construction planning, and site development.

Mine Impact Study Outside of Scope: The Joplin area is heavily impacted by past mining activity. Data from the Missouri Department of Natural Resources (MDNR) shows past lead and zinc mining activity in close proximity to the project site area. A mine impact study, which typically includes a site reconnaissance, document research, and evaluation of the site for the presence of mine features is outside the scope of this study. PPI is happy to assist with completion of a Mine Impact Study upon request.

Cost Projection for Geotechnical Investigation: PPI will provide the scope of Geotechnical services outlined above for a lump sum cost of **Four Thousand One Hundred Dollars ($4,100.00).** This projected cost is also based upon the following:

- Right-of-entry, if required, will be obtained by others prior to PPI's mobilizations;
- No clearing or earthwork will be required to access boring locations;
- Boring locations can be accessed with PPI's truck or track mounted drill rigs;
- Boring locations will be staked in the field by PPI using a site plan provided by AMA;
- PPI's drill crew will re-stake boring locations upon completion, so final boring locations can be surveyed by AMA;
- Wheel loadings and traffic frequency for use during the pavement thickness analysis will be provided by AMA;
- PPI will notify the Missouri One Call System to locate and mark public utilities;
- **All private utilities, if any, will be located and marked in the field by others prior to PPI's mobilization; and**
- All samples will be stored at PPI's Springfield Laboratory until 30 days after the final report is issued, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

CONSTRUCTION MATERIALS TESTING SERVICES

PPI will provide Construction Materials Testing (CMT) Services for the Project. It is understood that AMA will have a full-time resident inspector on site during construction. PPI's services will be provided on a time and materials basis. PPI will also be available to provide geotechnical engineering consultation during construction. **Based on previous work at the Crossroads Industrial Park, it is anticipated that PPI will be involved in only a limited capacity during construction. Good communication among PPI, AMA, and the Contractor will be important so that PPI can be responsive to the Project's needs.**

Many CMT Services will be overseen by AMA. PPI anticipates being involved with the CMT tasks listed below.

- Classification and Standard Proctor Compaction Testing of proposed earth fill materials;
- Recommendations for subgrade stabilization procedures, if required and requested by AMA;
- Field density testing of in place earth fill (fill observation typically to be performed by AMA);
- Field density testing of base rock (fill observation typically to be performed by AMA);
- Field concrete sampling and testing; and
- Laboratory concrete compressive strength testing.

Estimated Cost for CMT Services: CMT Services will be provided on a time and materials basis in accordance with our 2015-2016 Fee Schedule. PPI's total cost will depend on many factors, including the contractor's schedule, conditions encountered during construction, weather, and the extent to which AMA requests our services. For budgetary purposes, PPI recommends including Seven Thousand Dollars ($7,000) for CMT Services.

PROJECT COORDINATION

The Geotechnical Investigation will be managed by PPI's Geotechnical Engineering Staff in Springfield. Construction Phase Services will be managed by PPI's Joplin Office Manager, Mr. Rick Hundley, at (417) 299-0541. PPI's Joplin Office should be provided as much advance notice as possible when fill sources are identified for completion of Standard Proctor testing, and when CMT Services need to be scheduled.

PALMERTON & PARRISH, INC.

CLOSURE

To authorize this proposal, please sign one copy, initial the attached General Conditions, and return a fully executed copy to our office. Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

PALMERTON & PARRISH, INC.
By:

Rachel J. Goeke

Rachel J. Goeke, P.E.
Geotechnical Engineer

Attachments: General Conditions

Submitted: 1 Electronic (.pdf) Copy via Email (kurt.higgins@amce.com)

RJG/rjg

CLIENT AUTHORIZATION:

_____
Firm Name

_____
Authorizing Signature

_____
Please Print Name & Title

_____
Date

PALMERTON & PARRISH, INC.

GENERAL CONDITIONS

1. PAYMENT TERMS: An invoice will be submitted on the Friday following the last Saturday of the month report is issued. The invoice is due in 30-days and delinquent in 60 days. An interest charge of 1.5 percent per month retroactive to the date of billing and a $15.00 monthly re-billing charge will be assessed on all unpaid balances 60 or more days old. In addition, if your account remains delinquent, you shall be responsible for all costs of collection, including a reasonable attorney's fee.

2. INSURANCE: PPI maintains Worker's Compensation and Employer's Liability Insurance against property damage which PPI deems to be adequate. Certificates of Insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: The only warranty or guarantee made by PPI in connection with the services provided hereunder is that PPI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances. NO OTHER REPRESENTATION WARRANTY OR GUARANTEE IS EXPRESSED OR IMPLIED.

4. LIMITATION OF LIABILITY: In recognition of the limited benefits of the Project to PPI relative to the Client and other parties involved, the client agrees, to the fullest extent permitted by law, to limit the liability of PPI to the Client or any other party relying on PPI services for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed PPI's total fee for services or Thirty-Five Thousand Dollars ($35,000), whichever is less. It is intended that his limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

5. SAFETY: CLIENT AGREES that, the Contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA Regulations and these requirements will apply continuously and not limited to normal working hours.

6. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, PPI shall not be responsible for safety precautions, the quality of any Contractor's work, acts or omissions of any Contractor, Subcontractor, supplier or person at the Project site.

7. GOVERNING LAW: The Agreement shall be governed by the Laws of the State of Missouri.

Client Initial: _____

Date: _____

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF Jasper

Kurt Higgins _____ being first duly sworn, deposes and says that he is

Vice President
Title of Person Signing

of Allgeier, Martin and Associates, Inc.

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY Kurt Higgins

BY _____

BY _____

SWORN to before me this 25th day of April 2016.

Wanda Diane Shellenbarger
Notary Public

My Commission Expires November 15, 2018

WANDA DIANE SHELLENBARGER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: November 15, 2018
Commission Number: 14487906

FIG. 10- 4

Revised 03-23-00

STATE OF MISSOURI)
)ss
COUNTY OF Jasper)

AFFIDAVIT
(as required by Section 285.530, Revised Statues of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Kurt Higgins, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Kurt Higgins and I am currently the Vice President of Allgeier, Martin and Associates, Inc. (hereinafter "Contractor"), whose business address is 7231 E. 24th St., Joplin, MO 64804 "and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and City of Joplin

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

Affiant

Subscribed and sworn to before me this 25th day of April, 2016.

Commission # 14487906

STATE OF MISSOURI
COUNTY OF JASPER

WANDA DIANE SHELLENBARGER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: November 15, 2018
Commission Number: 14487906

MY COMMISSION EXPIRES: November 15, 2018

Wanda Diane Shellenbarger

E-Verify

Company ID Number: 241962

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer ALLGEIER, MARTIN and ASSOCIATES, INC.

Robert D Carpenter	
Name (Please Type or Print)	Title
Electronically Signed	08/26/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	08/26/2009
Signature	Date

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

(For contracts, grants, cooperative agreements, and loans over $100,000)

The undersigned certifies, to the best of his knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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 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 influencing or attempting to influence 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over $100,000, and that all subrecipients shall certify and disclose accordingly.

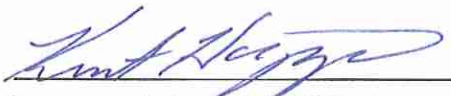
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction impost by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Allgeier, Martin and Associates, Inc.

Name of Entity (city, county, contractor, etc.)

Kurt Higgins, Vice President

Name of Certifying Official (Mayor, Presiding Commissioner, President, etc.)



Signature of Certifying Official

04/25/2016

Date

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

Allgeier, Martin and Associates, Inc.
7231 E. 24th Street, Joplin, MO 64804

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   ☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   ☒ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

   ☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   ☐ YES ☒ NO

NAME AND TITLE OF SIGNER (Please type):

Kurt Higgins, Vice President

Kurt Higgins

SIGNATURE

04/25/2016

DATE

Judy Bradley
LOGOUT

Entity Dashboard

Entity Overview

- Entity Record
- Core Data
- Assertions
- Reps & Certs
- POCs
- Reports
- Service Contract Report
- BioPreferred Report
- Exclusions
- Active Exclusions
- Inactive Exclusions
- Excluded Family Members

BACK TO USER DASHBOARD

BARTLETT & WEST, INC.
DUNS: 052296357 CAGE Code: 0U853
Status: Active

1200 SW EXECUTIVE DR STE A
TOPEKA, KS, 66615-3853 ,
UNITED STATES

Expiration Date: 05/19/2017
Purpose of Registration: All Awards

Review Core Data

Review Core Data
This is a view only screen. If you want to make changes to this entity registration, please select the "Back to User Dashboard" button, select the entity registration under Complete Registrations, and then choose the "Update" button.

DUNS Number:	052296357
D&B Legal Business Name:	BARTLETT & WEST, INC.
Doing Business As:	(none)

[Expand All] | [Collapse All]

Business & TIN Information:

Business Information:

Business Start Date:	01/01/1951
Fiscal Year End Close Date:	12/31
Company Division Name:	
Company Division Number:	
Corporate URL:	
Congressional District:	KS 02
Registration Date:	06/08/2001
Activation Date:	05/19/2016
Expiration Date:	05/19/2017
Renewal Date:	05/19/2016
MPIN:	85000000j

Physical Address:

Address Line 1:	1200 SW EXECUTIVE DR STE A
City:	TOPEKA
State/Province:	KS
Country:	UNITED STATES
ZIP/Postal Code:	66615 - 3853

Mailing Address:

Address Line 1:	1200 SW EXECUTIVE DRIVE
Address Line 2:	
City:	TOPEKA
State/Province:	KS
Country:	UNITED STATES
ZIP/Postal Code:	66615 - 3850

Sensitive Identifiers:

EIN:	480770612

IRS consent:

Tax Payer Name:	BARTLETT & WEST INC
Address Line 1:	1200 SW EXECUTIVE DR
Address Line 2:	
City:	TOPEKA
State:	KS
Country:	UNITED STATES
ZIP/Postal Code:	66615
Type of Tax:	Applicable Federal Tax
Tax Year: (Most Recent Tax Year)	2004
Name of Individual Executing Consent:	MARK M SALVATORE
Title of the Individual Executing Consent:	DIRECTOR OF FINANCING
Signature:	MARK M SALVATORE
TIN Consent Date:	05/22/2015

CAGE/NCAGE Code

CAGE:	0U853
Does this entity have any Predecessors?	No

General Information

Doing Business As:	(none)

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR PROJECT NUMBER

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   ☒ YES ☐ NO
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   ☒ YES ☐ NO
3. Bidder has filed all compliance reports due under applicable instructions.
   ☒ YES ☐ NO
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
   ☐ YES ☒ NO

NAME AND TITLE OF SIGNER (Please type):
Kellie J. Dougan; Human Resource Leader

SIGNATURE DATE 5-27-16

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Sub-Contractor

Project Name & Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000). N/A - Contract for Bartlett & West < $100,000
3. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Robert A. Gilbert, Vice President

Name & Title of Signer (Print or Type)

Signature

6-1-16

Date

PALMERTON & PARRISH, INC.

GEOTECHNICAL & MATERIALS ENGINEERS
MATERIALS TESTING LABORATORIES
ENVIRONMENTAL SERVICES

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

June 6, 2016

Mr. Kurt Higgins, P.E.
Vice President
Allgeier, Martin & Associates, Inc.
7231 East 24th Street
P.O. Box 2627
Joplin, Missouri 64803-2627

Email: kurt.higgins@amce.com

RE: Section 3 – Crossroads CDBG-DR-PH2
PPI Project Numbers: 235892 and 235908

Dear Mr. Higgins:

This letter transmittal is in response to our recent communications regarding contractual compliance with Section 3 of the Housing and Urban Development Act of 1968. PPI is not a Section 3 business concern, as PPI's shareholders reside in Greene and Christian Counties.

Many of the requirements of the forms you provided via email apply only to contract values in excess of $100,000. PPI's total contract value for the project is $11,100, of which $4,100 is for the Geotechnical Engineering Report and $7,000 is a time and materials contract for Construction Materials Testing.

PPI is registered on https://www.sam.gov. A copy of the website query showing PPI's registration is attached to this letter for reference.

PPI has completed pages 8 and 9 of the forms you provided via email; they are included with this transmittal. For your purposes in filling out Tables A and B, PPI will not add any new jobs for the purposes of completing our scope of work. PPI's total contract value is approximately 10 to 15% of one full-time employee for one year. The majority of the work on PPI's contract will be completed by a mid-level to senior level technician. Engineers, drillers, laboratory technicians, and clerical staff will also have involvement with the Project.

Please let me know if you need additional information in order to fulfill your Section 3 compliance requirements for the Project. PPI looks forward to commencing work on the Project.

PALMERTON & PARRISH, INC.
By:

Rachel J. Goeke

Rachel J. Goeke, P.E.
Client Services Manager

Encl.
Submitted: 1 Electronic (.pdf) Copy via Email (kurt.higgins@amce.com)

BRP:RJG/rjg

USER NAME

Forgot Userr

Entity Dashboard

- Entity Overview
- Entity Record
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
  - Reports
- Service Contract Report
- BioPreferred Report
  - Exclusions
  - Active Exclusions
  - Inactive Exclusions
- Excluded Family Members

RETURN TO SEARCH

PALMERTON & PARRISH, INC.
DUNS: 199857145 CAGE Code: 1MSS7
Status: Active

Expiration Date: 02/28/2017
Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: PALMERTON & PARRISH, INC.
Business Type: Business or Organization
POC Name: Rachel Goeke
Registration Status: Active
Activation Date: 02/29/2016
Expiration Date: 02/28/2017

Exclusions

Active Exclusion Records? No

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Allgeier, Martin & Associates, Inc.

PROJECT NUMBER:

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):
Palmerton & Parrish, Inc.
4168 W. Kearney St.; Springfield, Missouri 65803

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   ☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   ☒ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

   ☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   ☐ YES ☒ NO

Brad R. Parrish, P.E., President
NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

6/6/16
DATE

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Palmerton & Parrish, Inc.

Name of Sub-Contractor

Project Name & Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).
3. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Brad R. Parrish, P.E., President

Name & Title of Signer (Print or Type)

Signature

6/6/16

Date