REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECTURAL AND ENGINEERING SERVICES (RFQ -2016-03)

JOPLIN SENIOR CITIZEN CENTER
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Purpose of RFQ/General Information

I. Background

In 2012 and 2013, the City of Joplin was awarded grants from the U.S. Department of Housing and Urban Development's Community Development Block Grant-Disaster Recovery ("CDBB-DR") program for a variety of redevelopment efforts. In 2015, the Joplin City Council approved a suite of projects including the relocation and construction of a new senior citizen center in the recovery area, to in part, help support the needs of the community's senior population as well as generate growth and economic resiliency in the wake of the 2011 tornado. The Joplin Senior Citizen's Center will be part of the redevelopment of the 26th Street corridor and the facility and site must conform to the City's 26th Street Corridor Design Guidelines. This project will be fully funded with Federal funds and is subject to the Federal laws and regulations associated with the CDBG-DR program.

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

II. Purpose of RFQ

The City of Joplin proposes to obtain a highly qualified, capable firm(s) to act as the Architect/Engineer and construction manager/administrator during the planning and construction of the new senior citizen center. The final cost of the project will be determined following the selection of the firm based upon a detailed scope of work and the final cost should not be exceeded. The selected firm's services for the new senior citizen center will include, but are not limited to, assisting with project management, design, civil engineering, construction inspection, and programming of the facility which will include items such as estimating and compiling budgets, developing a conceptual design, coordinating additional RFP's and RFQ's for the project, and assisting with various CDBG-DR grant reporting requirements such as quarterly progress reports.

The City of Joplin will give prime consideration to the firm with significant current experience in the development, design, renovation, and construction, of similar buildings and projects. The City of Joplin reserves the right to negotiate with one or more parties. The City of Joplin is not obligated to enter into any contract(s) with firm(s) based on terms or conditions.

III. Specifications and Bid Forms

Specifications and bid forms are available from Tony Robyn, Assistant Director Planning, Development and Neighborhood Services at 417-624-0820, ext. 541, by writing to the address indicated above or by visiting www.joplinmo.org/bids.

IV. Location

The City of Joplin is planning to construct a Senior Citizen Center (approximately 15,000- 20,000 square feet). The center will be located at the former Mercy Hospital site that was destroyed by the tornado. The area is currently undergoing major revitalization efforts through the construction of the City of Joplin's Public Park, the recently opened Freeman Hospital's Autism Center, establishment of the proposed medical school, and the proposed development of a new affordable senior housing facility. The City of Joplin intends to competitively bid the construction of the project to qualified general contractors who will perform the work according to final plans and specifications proposed by the qualified firm chosen pursuant to this RFQ. Refer to Exhibit B for the projected site plan.

Scope of Work

The City is interested in obtaining the services of an architectural design firm to assist in the design and programming of the facility including such items as:

1. Estimating and compiling budgets
2. Full architectural and civil design
3. Design development documents as described in Exhibit A
4. Assisting with various CDBG-DR grant reporting requirements
5. Project management (to include construction management and inspection)

I. Contracting

The selected Architect/Engineering firm will be required to perform the basic architectural and engineering services to be specified more fully in a contractual agreement. The contractual agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as circumstances may dictate. The City of Joplin anticipates a contract which will include schematic design, production of computer generated renderings, and cost estimations; however, the City of Joplin reserves the right to include additional project elements in the initial or subsequent professional services agreements as the City of Joplin may (in its sole discretion) deem appropriate. The City of Joplin will not use the standard AIA contract documents to secure the professional services herein described.

The Architect/Engineering firm will be required to retain and be responsible for all basic engineering disciplines including but not limited to mechanical, electrical, plumbing, fire

protection, and structural engineering as appropriate for the Scope of work negotiated. Project management, civil engineering, construction management/inspection, furniture, fixtures and equipment, and landscape architecture included are included services in this RFQ. The Architect/Engineering firm is also required to identify and select the appropriate sub-consultants; however, the City of Joplin reserves the right to approve proposed sub-consultants that will be associated with the Project.

II. General Requirements

The selected firm will be responsible for:

A. Senior Center Design - Design of a senior center facility of approximately 15,000 square feet (subject to final design) at the southwest corner of 26th Street and St. John's Boulevard in Joplin, Missouri. The Center would have approximately 60 surface parking spots (to be finalized by Architect and City of Joplin building department), landscaping, pedestrian access improvements, and an intermodal trail park.

The building should be designed for a usable life of greater than forty years, and sufficient to provide shelter in the event of threatening weather conditions for those utilizing its services and possible visitors. The level of finish should be good quality, but not luxurious; the intent is to contain costs to the extent reasonable, but still provide the City an innovative and modern civic asset that speaks to the strength and pride of the citizens and their efforts to rebuild the City effectively and efficiently.

Approximately 10% of the Center will be dual-use, shared space for a storm shelter, which will be designed and constructed in accordance with *FEMA 361 Design and Construction Guidance for Community Shelters*. The design team will require the necessary expertise to analyze space utilization and needs for various elements of senior center type operations.

While not seeking Leadership in Energy and Environmental Design (LEED) certification, the overall facility should incorporate LEED-type standards and include sustainable technologies and innovations related to climate control, energy and space efficiency, water efficiency, landscaping, daylighting, site usability, and storm water management. Facility lighting and space sound mitigation will vary to fit the needs of various proposed facility operations and activities. Technological capacity will be designed to accommodate flexibility, growth and digital needs for both wired and wireless applications for Center operations. Exterior glass will be designed to avoid UV impact on interior elements as well as heating/cooling problems and

security issues. Facility exterior glass should incorporate angling and/or anti-bird glazing to mitigate bird collisions given proximity to the adjacent park and landscaping.

The following additional facility innovations and improvements should be explored with cost and square footage projections:

1. Kitchen and storage to serve up to 1,500 seniors (Center supports 'Meals on Wheels' program)
2. Dining room to serve up to 150 seniors that dine in the Center each day. Preferably with large windows facing the park.
3. Bathrooms (ADA compliant)
4. Exercise room(s) to accommodate on average 40-50 seniors per class
5. Three (3) administrative offices
6. Quiet room- library, cards, dominos
7. Conference room
8. Billiards (pool) room
9. Health services room that allows privacy for senior services such as wellness exams, counseling, etc

Additional Design Considerations - Immediate building and site design will include surface parking for visitors up close for ADA accessibility and vehicle or bus covered drop-off location; overall parking lot must suit the needs of the center; final capacity will be determined by the final site plan and the City of Joplin building department. The selected firm will also need to be sensitive of area underground utilities east of the proposed site.

The conceptual site design should incorporate minimal care landscape elements. Considerable screening and berming should be incorporated providing facility and activity privacy on the western edge adjacent to the City Public Park and northern edge facing 26th Street. The overall design concept is to create a facility that is a family-friendly destination primarily for seniors, but should also accommodate adults, students and children, from adjacent surrounding neighborhoods and facilities for program participation. The Center design, frontage, and pedestrian elements should conform to, and integrate the City's 26th Street Corridor Design Guidelines as well as conform to all City codes and regulations.

B. Infrastructure and Site Conditions – The site is currently cleared of vegetation and buildings. The site is relatively level and has shown some evidence of underground

mine activities. Some lead soil remediation may need to take place during construction in accordance with Jasper County procedures. Adjacent park construction has also revealed some pinnacle rock exists in the area. Street access to the facility will be off St. John's Boulevard. Adequate utility infrastructure is already adjacent to the site. Innovative stormwater management, run-off quality, and Missouri native landscaping approaches are important and should be incorporated in the conceptual site plan. Exterior lighting and signage will be modest in keeping with the City's 26th Street Corridor Design Standards and will mitigate light pollution.

C. Site Plan Opportunity – Immediately west/southwest of the proposed Center site is a proposed 18 + acre City passive public park setting with trails, a stormwater management pond, and landscaped areas; site design should allow for trail interconnectivity with pedestrian park access, as well as access to the St. John's Boulevard trail under development. The site plan should at least include outdoor benches and lighting. Preferably the outside area with benches should provide tables to allow dining options outside. The site will need to be surveyed and platted. See attached map of site- Exhibit B.

D. Feasibility - The location is relatively level and devoid of any structures or significant vegetation as a result of the tornado damage, as it has been entirely cleared of previous structures and debris. There are no anticipated construction obstacles at the proposed site. Adjacent streets are in place and all utilities are readily available.

Federal Grant Requirements

I. Use of Federal Funds

All contracts, services, purchasing, and activities must conform to U.S Department of Housing and Urban Development regulations, funding assistance for this project is through the Department's Community Development Block Grant Disaster Recovery Program. Firms and their counsel should be familiar with the full range of CDBG and CDBG-DR compliance requirements. The following is a brief summary of certain aspects of the compliance requirements.

A. Environmental Clearance - The City will perform an Environmental Review Record (ERR) pursuant to 24 CFR Part 58 following the execution and approval of the Project Development Agreement between the selected firm and the City. A successfully completed ERR will then require a 30 day public comment period prior to the Release of Funds. Prior to receipt of environmental clearance from the City, the firm may not commit any funds to, or undertake any physical or choice-limiting actions, including but

limited to property acquisition, demolition, or construction activities. Violations of this provision may result in the termination of the contract.

B. Accessibility - Project will be subject to accessibility requirements under Section 504 of the Rehabilitation Act of 1973.
C. Davis-Bacon - Project will be subject to Davis-Bacon wage and record-keeping requirements.
D. Lead Based Paint - HUD's lead based paint regulations at 24 CFR Part 35 will apply.
E. Section 3 - HUD's Section 3 requirements apply. In general, Section 3 requires community outreach, prior to awarding contracts and subcontracts to construct a project under the Program. The firm must conduct outreach to low-income individuals living in the area where the Center is located and to certain businesses located in the area in which the project is located. The intent of the Section 3 requirements is to encourage employment of such individuals and businesses in connection with the construction of the Center. These requirements apply to any construction contract or subcontract in excess of $100,000. For additional information concerning Section 3, see http://www.hud.gov/offices/fheo/section3/section3.cfm.
F. Duplication of Benefits - The firm must document all funds obtained from any source from the date of the disaster until the date of this proposal, if applicable.
G. Prohibition against Eminent Domain - Firm may not undertake any involuntary acquisition of property in connection with this project unless the City has given its advance written consent.

Submittal Instructions

I. Delivery

The City of Joplin, Missouri will accept sealed qualifications until 5:00 P. M., April 8, 2016 at the Joplin City Hall, 602 S Main, Joplin, Missouri, 64801. Any proposals received after the specified deadline will be returned to the firm. Only submittals received by the correct time and date will be recorded.

Submittals must be submitted in a sealed envelope with the Request for Qualifications number **(RFQ-2016-03)** and the firm's name and address clearly indicated on the envelope. All submittals must be completed in ink or typewritten and submitted by the time and date above. Proposals shall be limited to a maximum of forty (40) printed pages. Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required. An original and eight copies of the responses, along with a digital copy on a flash drive or CD, are to be delivered to:

Contact: Tony Robyn
Assistant Director
Planning, Development, and Neighborhood Services
602 S. Main Street, 3rd Floor
Joplin, MO 64804
Phone: (417) 624-0820 ext. 541, Fax: (417) 624-4620
Cdbgdr-rfp@joplinmo.org

II. Confidential/Proprietary

Please clearly mark "Confidential/Proprietary" any information that you seek to protect from public disclosure under the Missouri Public Information Act and submit such information in a separately marked envelope. The City of Joplin cannot assure any firm that information that is marked "Confidential/Proprietary" will remain private, however, in the event of a request for such information under the Public Information Act, the City of Joplin will timely notify you in writing of the request and you will be afforded the right to submit a briefing to the Missouri Attorney General.

III. Contents

Firms are expected to examine the entire scope of services outlined above and respond accordingly to each section. Failure to do so will be at the firm's risk and will prevent inclusion from future services should additional funds become available. To enable the City of Joplin to efficiently evaluate the responses, it is important that the firms follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

A. Cover Page - The following information should be included under the title "Request for Qualification Statements for Architectural/Engineering Services for the Joplin Senior Center (**RFQ-2016-03**)":

1. Name of firm
2. Firm address
3. Firm telephone number
4. Firm federal tax identification number (EIN)
5. Name, title address, telephone number, fax number, and email address of contact person authorized to contractually obligate the firm on behalf of the firm.

B. RFQ Response - The submittal must detail how the design firm will provide the Scope of Services required by this RFQ as required by federal procurement guidelines. The design firms are encouraged to present in their submittals any alternate or creative means of providing any item specified in the Scope of Services. By submitting a response, firms

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

Firms should letter and number responses exactly as the questions are presented herein:

A. ***Introduction (transmittal letter) -*** By signing the letter, the firm certifies that the signatory is authorized to bind the firm. The RFQ response should include:
   1. Brief statement of the firm's understanding of the scope of the work to be performed;
   2. Confirmation that the firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in the State of Missouri;
   3. Confirmation that the firm has not had a record of substandard work within the last five years;
   4. Confirmation that the firm has not engaged in any unethical practices within the last five years;
   5. Confirmation that, if awarded the contract, the firm acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
   6. Any other information that the firm feels appropriate to support their understanding;
   7. Signature of an individual who is authorized to provide information of this nature in the name of the firm submitting the RFQ.

B. ***Company Profile -*** Provide the following information relative to your firm:
   1. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
   2. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
   3. Provide the firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
   4. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also

include the name, address, and telephone number of the project manager, if different than item #A.

5. Describe their standard operating procedure with respect to reporting on progress and performance during the delivery of the contracted services, including for example information regarding resources, quantities, deliverables, risks, issues, actions and earned value management principles. Examples of sample reports identifying such information/data are preferred.
6. Provide evidence of adequate financial stability through certified financial statements, including a balance sheet and income statement. The City of Joplin reserves the right to request any additional information to assure itself of a firm's financial status.

C. Organizational Structure **-** Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this project and provide the following:

1. Identify staff members (as applicable), in the job classifications of Principal in Charge, Licensed Architects, and Licensed Engineers, who would be assigned to act for firm in key management and field positions providing the services described in Part One: Scope of Services, and the functions to be performed by each.
2. Include resumes or curriculum vitae of each such staff member designated above, including name, position, education, and years and type of experience.
3. It is the expectation of the City of Joplin that the individuals identified in this section of the response will be those that will be specifically assigned and fully committed to work on this project. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

D. Experience and Qualifications **-** Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ.

1. The Proposal should provide all information which the firm considers pertinent to its qualifications for performing the work called for by the RFQ; including, but not limited to work detailed in the Scope of Work. Please limit representative projects to a maximum of 5 projects. These projects should have been completed in the last 5 years.

2. Describe any prior engagements in which firm's assisted a governmental entity in dealings with Disaster Recovery projects and any other projects relating to CDBG or CDBG-DR or Federal Grant programs.
3. Describe the firm's current workload and available capacity to meet the project demands and accomplish the work within the specified 1 year and 10 month timeframe.
4. Describe any unique firm characteristics relevant in evaluating the experience of the firm to handle the proposed project(s). The firm should indicate if they have worked on the design, development or renovation of any senior citizen centers within the last 5-10 years.

E. ***References*** **-** Each firm must furnish a minimum of five (5) references.

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

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

Selection Process

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

From a review of the statements of qualification received, the City of Joplin intends to evaluate the proposals and possibly invite one or more firms to be interviewed before making a final selection of a firm for this project. The City of Joplin will notify firms of the date and time of the interview. The City of Joplin reserves the right to make a selection based solely on statements of qualifications received. The City of Joplin may request that presentations be made to the Selection Committee consisting of City staff, and Senior Center staff.

The City of Joplin reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate

proposals; accept any submittal or portion of submittal; reject any or all firms submitting responses, should it be deemed in the City of Joplin's best interest; or cancel the entire process and solicit again at a later date. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards. Innovative solutions outside of the proposed project plan will be given serious consideration.

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

I. Evaluation Criteria

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

A. Stage 1 Mandatory Criteria

Mandatory Criteria	Satisfied? (YES/NO)
Demonstrates experience providing requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.	
Demonstrates direct industry experience and familiarity with Senior Citizen Center type designs, construction and operations	

The City of Joplin may discontinue the evaluation of, and reject, any Proposal that does not satisfy the Mandatory Criteria.

B. Stage 2 Rated Criteria - 100 possible points

Rated Criteria	Minimum Rated Criteria Threshold (Minimum 3 out of 5)	Weighting
Methodology – that the firm will use to conduct work outlined in RFQ and evidence of ability to	30 Maximum Points Possible	30%

perform the work described herein		
Experience – previous experience performing related projects of complex nature, specifically restaurant/kitchen design	25 Maximum Points Possible	25%
References – will be based on references submitted as part of RFQ, but can include clients not submitted	15 Maximum Points Possible	15%
Has experience and knowledge of working with similarly sized communities and ability to comply with the City of Joplin codes, policies and regulations.	15 Maximum Points Possible	15%
Staff – capability and availability of professional staff to serve the City of Joplin in a competent and timely manner	15 Maximum Points Possible	15%
Total	100 Maximum Points Possible	100%

II. Additional Instructions, Notifications, and Information

A. Minimum Effective Period of Proposal - All proposals are required to remain in effect for at least 120 days from the date submitted to the City for review. This effective period should be taken into account when preparing the Proposal.

B. Public Information - All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

C. Type of Contract - The final contract shall be negotiated between and be mutually acceptable to the parties with the sole discretion of the City.

D. Clarifications and Interpretations - Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be provided by the City as an addendum on the aforementioned website and location. All such addendums issued by the City shall be issued before the proposals are due as part of the RFQ, and all Respondents must acknowledge receipt of and incorporate each addendum in their proposals. Respondents shall consider only those clarifications and interpretations that the City issues by addenda seven (7) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing proposals.

E. Selection Inquires - Please refrain from contacting the City of Joplin staff to make inquiries about the progress of this selection process. Firms will be contacted when it is appropriate to do so.

F. Evaluation of Qualifications - The evaluation of the Proposals shall be based on the requirements described in this RFQ. All properly submitted proposals will be reviewed, evaluated, and ranked by the City, with input from the Selection Committee. The City will contact those firms with the top ranked proposals that best meet the City's needs. The number of selected proposals will be determined by the Selection Committee. Each of these selected Respondents will be required to meet with the Selection Committee or a sub-group of the Selection Committee at a time to be specified. The Proposals will be reviewed in depth by the Selection Committee at that time. The City will contact the Respondent that best meets the City's needs and attempt to negotiate an agreement that is acceptable to both parties.

G. City's Reservation of Rights - The City may evaluate the Proposals based on the anticipated completion of all or any portions of the Project. The City reserves the right to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

H. Acceptance of Evaluation Methodology - By submitting its proposal to this RFQ, the firm accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" Firm will require subjective judgments by the City.

I. No Reimbursement for Costs – The firm acknowledges and accepts that any costs incurred from the firm's participation in this RFQ shall be at the sole risk and responsibility of the firm.

J. Eligible Respondents - Only individual companies or lawfully formed business organizations, including legally formed not-for-profit organizations, may respond to this

RFQ (this does not preclude a firm from using consultants). The City will contract only with the eligible individual company or formal organization that submits its proposal.

K. Reference Checks – The firm acknowledges and accepts that through the RFQ evaluation process reference checks and background investigation may be conducted as a part of the due-diligence process.

L. Disposition of Proposals - All properly submitted proposals become the property of the City.

M. Nonconforming Terms and Conditions - A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFQ is subject to rejection as non-responsive. The City reserves the right to permit the firm to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

N. Debarment - By submitting a proposal the firm certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal Government (SAM.Gov), and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal Government.

Administrative Requirements

I. RFQ Schedule

Activity	Date
RFQ issued	March 27, 2016
Final questions due from potential firms	April 8, 2016
City responses to questions and/or addenda issuance	April 13, 2016
Proposal Submission Deadline	April 18, 2016
Proposed Shortlist Selection Date	April 21, 2016
Proposed Interviews and Contract Discussions	Week of April 25, 2016

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

II. Questions/Requests for Clarification

Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than 5 p.m., April 8, 2016 via e-mail to both trobyn@joplinmo.org and CDBGDR-RFP@Joplinmo.org or in writing, to Tony Robyn, City of Joplin, 602 South Main, 3rd Floor, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Contractor finds any inconsistency or ambiguity in the RFQ, the Contractor is requested to contact the City Attorney at the enclosed address. Access to a digital copy of this RFQ, as well as any additional Addenda issued, may be found at http://joplinmo.org/bids.

III. Addenda to the RFQ and Requests for Information

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

Exhibit A – Specific Requirements

I. Project Management

The Architect /design firm will coordinate all project items and due diligence to determine all project elements and project scope of work is developed and completed. The Architect/Engineering firm will coordinate and prepare additional required RFPs, RFQs and bid documents as required according to City policy.

II. Schematic Design

The City of Joplin will host a visioning session to help develop the program requirements and refine the concept for the Senior Center. Based upon the recommendations developed during the visioning session, the Architect/Engineering firm shall prepare, document and develop Schematic Design Documents. The Schematic Design will be subject to the City of Joplin's satisfaction based upon their desired budget, schedule and it's consistency with the established requirements. Additionally, the firm will be responsible for contracting with an acceptable and qualified structural, mechanical, electrical, plumbing and fire protection engineer and providing timely coordination of their documents. Civil and landscape design and all sub-contractors will be under the Architect/Engineering contract.

Schematic Design documents shall further display:

1. Site Plan; review of the program of requirements and the characteristics of the site.

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

III. Design Development

Based upon the City of Joplin approved Design Development, Architect will further prepare, document and develop a complete dimensioned design and information, primary building systems and major finishes for the project premises to the satisfaction of the Building Committee. The Design Development Documents should be sufficient to allow for complete and accurate pricing and construction of the intended space.

Documents for this submittal shall consist of as a minimum:

1. Site and Civil Plans
2. Preliminary Structural, Mechanical, Electrical and Fire Protection systems.
3. Preliminary Landscape design
4. Architectural Floor plans with core area room locations.
5. Exterior building elevations.
6. Storm water management design
7. Preliminary audio visual and information technology design
8. Sketches including special treatment, features, and design amenities.
9. Preliminary material selections to communicate colors, materials and finishes, including wall treatments and floor covering recommendations.
10. Preliminary Plan Check: Review the preliminary plans with appropriate city staff, and prepare a building code analysis for the project. Green building design will be encouraged.
11. Work with team to establish that the Center is within the construction budget and schedule constraints.
12. Continue to review applicable statutes, regulations, codes and by-laws as the design of the Center is developed.

IV. Construction Documents and Administration

Based upon the City of Joplin approved Design Development Documents, Architect shall further prepare, document and develop final Construction Documents and as-builts to cover all work including site and work inspection.

1. Preparation of complete set of construction documents developed from a client approved set of scope documents. One (1) reproducible of each sheet shall be provided to the client for review at 50% and 90% completion stages. One (1) reproducible of each sheet shall be provided to General Contractors, as directed by the City, and to the City after all required corrections are made on the original reproducible documents.
2. The construction documents will be sufficient to allow for complete and accurate pricing and construction. Documents shall be complete, thorough, well-coordinated between consultants, etc.
3. The firm shall be responsible for coordinating its construction documents with plans prepared by others. The firm will provide timely interpretations of the construction documents to the selected mechanical, electrical, plumbing and structural engineers and such other consultants or design-build contractors which the City may choose to become involved in the preparation of plans.
4. In order to support the fast track delivery of the Center construction, the Architect may be requested to issue separate packages of drawings which shall include at a minimum (a) Site / Civil Documents and (b) Core & Shell Documents.
5. Prior to the completion of the Construction Documents, at approximately 75% completion, the firm shall prepare a permit set of documents showing all required information necessary to obtain a building permit in the City of Joplin. The firm shall provide appropriate architects seal as required.
6. Arrange for and conduct a pre-construction conference with the City, other consultants and the general contractor to mutually agree upon the administration process and to further review critical areas of interface and the impact of long-lead products. Attend general contractor bid review meetings as requested.
7. Be made available to provide interpretation and clarification to contract documents and respond to field construction issues as necessary.
8. Review and approve required shop drawings, samples, product information as required to facilitate completion of the project. No review period shall take more than two (2) weeks for any single submission.
9. Visit and tour the project premises during construction to monitor the progress of the work. Verify locations of work as requested by the City or general contractor. Generally, verify that the work is proceeding in accordance with the contract documents. Prepare periodic field reports as necessary.

10. Prepare and issue addenda requests for pricing, etc., as requested.
11. Attend weekly construction meetings at the job site.
12. Conduct two (2) project reviews in order to prepare and issue to the general contractor, an appropriate "punch-list" of items to be corrected before final payment by the City.
13. Monthly, prepare and issue Certificate(s) for Payment to the City certifying that, to the best of the firm's knowledge and information, the quality of the suppliers or firms' work is in accordance with contract documents, and that such entities are entitled to payment by the City in the amounts certified.

At 100% completion, two complete sets of as-builts will be delivered to the City of Joplin Project Manager

V. Construction Estimating

The City of Joplin is requesting the selected architect to include construction estimating services as part the fee proposal. This service should be provided by a licensed, qualified construction estimating firm or general contractor. It should be noted that if a general contractor is utilized for these services they will not be eligible to bid on the construction of the center. The result of these estimates will be the basis for the design of the facility.

Cost estimating services should be based on current market conditions and provided by standard industry division. Cost estimating services should include:

1. Full cost estimating at schematic, design development and 50% construction documents.
2. Availability to assist on constructability and engineering issues.
3. Value engineering services.
4. Availability to attend design/program meetings as requested.

Exhibit B – Site Plan

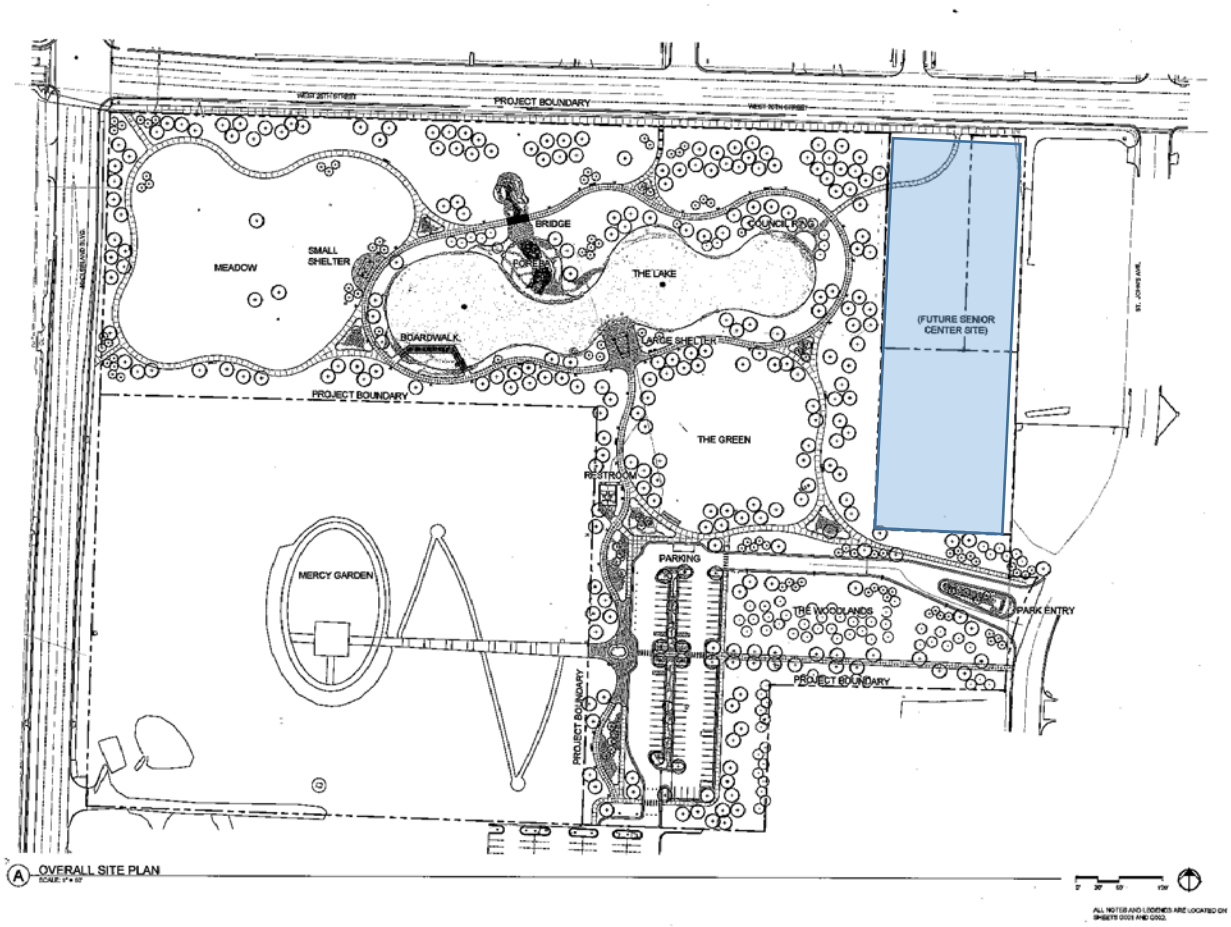

Exhibit C – Unauthorized Aliens Workers Act

Unauthorized Aliens Workers Act

The successful firm will have to sign an agreement that they are enrolled and participating in the Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE

(Missouri Unauthorized Alien Workers Act)

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

_____

Affiant

Exhibit D – City Contract

CITY	ARCHITECT
City of Joplin **602 S. MAIN STREET** **JOPLIN, MO 64801** Attention: **Tony Robyn** **trobyn@joplinmo.org** **and CDBG-dr@joplinmo.org** Department: **Planning, Development and Neighborhood Services** Phone: **417-624-0820, ext 541** Fax: **417-624-4620**	Name: Address: Attention: Phone: Fax:

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

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

WITNESSETH:

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

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

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

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

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Architect the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.
4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Architect without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
5. **Personnel**. The Architect represents that Architect will secure at Architect's own expense, all personnel required to perform the services called for under this contract by Architect. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Architect. All of the services required hereunder will be performed by the Architect or under Architect's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
6. **Termination of Contract.**
   a) Termination for breach. Failure of the Architect to fulfill Architect's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Architect or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Architect.
   b) Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten

the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

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

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

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

§ 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

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

11. **Occupational License**. The Architect shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required, by city code and any required state or federal license. The cost for this occupational license shall be borne by the Architect. No contract will be executed by the City until this occupational license has been obtained and that the Architect is current on any City taxes is verified.
12. **Compliance with Laws**. Architect agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Architect affirmatively states that payment of all local, state, and federal taxes and assessments owed by Architect is current.
13. **Reports and Information.** The Architect, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
14. **Records and Audits.** The Architect shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.
15. **Copyright**. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Architect.
16. **Equal Employment Opportunity**. During the performance of this Contract, the Architect agrees as follows:

a) The Architect will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be

limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

g) The Architect will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or firm. The Architect will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the

event the Architect becomes involved in, or is threatened with, litigation with a subcontractor or firm as a result of such direction by the City, the Architect may request the United States Government to enter into such litigation to protect the interests of the United States.

17. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds 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 Architect will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Architect agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

d) The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor'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 Architect will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

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

21. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.
22. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
23. **Authorized Employees**. Architect acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Architect therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.
24. **Interest of Architect and Employees**. The Architect covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Architect further covenants that in the performance of this Contract, no person having any such interest shall be employed.
25. **Interest of Members of a City.** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in

connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Architect shall take appropriate steps to assure compliance.

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

27. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Architect is associated with a business entity, Architect shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Architect must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

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

liable for any obligation incurred by the Architect, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

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

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

32. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Architect until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Architect shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and 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 herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Architect at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party,

in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

34. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in 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. No additional services outside of this agreement may proceed without written prior approval by the authorized City representative and any approvals must conform to City policy.

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

REVIEWED FOR APPROVAL

Printed Name: _____

Tony Robyn, Assistant Director, Planning, Development and Neighborhood Services

Date: _____

City of Joplin, MISSOURI
CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

By: _____

Scott Garrie, Director, Parks and Recreation

APPROVED AS TO FORM Parks and Recreation Director

Date: _____

_____

Peter Edwards, City Attorney