CITY		CONSULTANT	
City of Joplin 602 S. Main Street Joplin, MO 64801		Name: Alvarez and Marsal Infrastructure and Capital Projects LLP	
		Address: 655 15th Street, NW Suite 600, Washington, D.C. 20005	
Attention: Troy Bolander, Director		Attention: Rob Reid, Managing Director	
Department: Planning | Development and Neighborhood Services Troy Bolander, Director		Phone: 770-490-9931	Email: rreid@alvarezandmarsal.com
Phone: 417-624-0820 Ext. 1570	Email: tbolande@joplinmo.org		

WORK AUTHORIZATION NO. 3
TO MASTER AGREEMENT FOR BROADBAND DEPLOYMENT CONSULTANT SERVICES

This Work Authorization dated August 20, 2024 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Alvarez and Marsal Infrastructure and Capital Projects LLP ("A&M") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated July 5, 2022 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

2. **Addition to Services.** The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in Exhibit A. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of a Change Order.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 2 of ***Exhibit A***.

4. **Costs not to Exceed**. The Consultant providing services shall be required to always keep track of the number of hours billable under this contract, up to the not-to-exceed total labor costs. The Consultant shall notify the City if Consultant anticipates that the contract amount may be exceeded, to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**. Client will compensate A&M under the terms in ***Exhibit A*** for the Services performed under this Work Authorization. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 3 exceed the sum of $836,897.

6. **Insurance.** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant 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, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to always maintain the required insurance coverage during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty-five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to: City of Joplin – Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801

All policies except for the professional liability policy and the Workers Compensation shall include 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, 2022, 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. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least One Million Dollars ($1,000,000.00) per occurrence with a Two Million ($2,000,000) aggregate 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. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for non-owned and hired vehicles, with limits of at least One Million Dollars ($1,000,000) for all claims arising out of a single accident or occurrence and at least Two Million Dollars ($2,000,000) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Excess Liability Coverage – to provide additional coverage to the Commercial General Liability and Auto Liability. The policy shall carry at least $5,000,000.00 (Five Million) of coverage.

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

f. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD© certificate of insurance forms.

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 Consultant, upon 10 days written notice, to execute a contract
addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant'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. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL
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

CITY OF JOPLIN

By: _____
Nicholas Edwards
City Manager

_____
Troy Bolander
Director of Planning, Development & Neighborhood Services

Alvarez and Marsal Infrastructure and Capital Projects LLP

By: _____
Rob Reid
Managing Director

EXHIBIT A - WORK AUTHORIZATION NO. 3

1. **General:** The Scope of Services identified in this Work Authorization are associated with Phase 2 of the proposed approach for the Broadband Deployment Consultant Services.

2. **Term:** All work tasks under this Work Authorization shall be completed no later than August 20, 2026, unless specifically agreed to in writing by the City of Joplin, within the one-year period of performance for the contract.

3. **Scope of Services and Budget:** For this work authorization, the scope of services include the activities noted in the following task areas:

Coordination & Conflict Avoidance

- Coordinate with Public Works to understand relevant City capital projects and existing/future conduit for the duration of broadband infrastructure deployment (including scope and schedule) to support conflict discussions with ALLO Fiber
- Attend and participate in the City's monthly utility coordination meeting, identifying conflicts and opportunities to coordinate between various projects
- Lead weekly coordination meetings required between ALLO Fiber and City to track actions, coordinate resolution of those items, and identify/mitigate risks
- Conduct active monitoring and reporting to City leadership (weekly, monthly, emergent)

Permitting

- Support conduit specification development/review for broadband development
- Support City in the development of Right-of-Way agreement with ALLO Fiber
- Support discussions with Liberty (e.g., makeready) to help ensure timely turnaround on pole access, as needed

ARPA Compliance

- Develop process for ARPA reporting with City Finance and communicate requirements/coordinate with ALLO Fiber.
- Receive and review reports from ALLO Fiber and provide to City Finance

Document & Data Management

- Develop data management process to support document retention, public communications, ARPA compliance reporting, and internal status updates
- Manage document database, support public communications, support updates to City Council, and provide internal status updates

Public Engagement & Communications

- Support City IT with development and maintenance of dashboard of construction schedule (if applicable), status updates, critical information.
- Support City Council updates and other City reporting requirements, as needed
- Opportunistically identify additional grant funds to support the delivery of infrastructure associated with broadband
- Support City departments to explore technology and connectivity solutions as network is constructed

The estimated labor costs are $836,897 (see **4. Payment/Fee Schedule**). We assume that reasonable travel and other direct costs critical to the completion of our work with the City of Joplin will be billed to the City at cost and will be reimbursed monthly.

4. **Payment/Fee Schedule:** The "Total Cost" estimate provided above is intended to be for representative purposes only and is based on our current understanding of the City's desired scope of services, the status of broadband planning and implementation efforts, and the availability of required City and external resources needed to complete the work as outlined in the RFP for Broadband Consulting Services and those needs listed in Section 3 above.

Labor Category	Average Hourly Rate
Managing Director	$350.00
Senior Broadband Advisor	$350.00
Senior Director	$290.00
Director	$250.00
Manager	$225.00
Senior Consultant	$185.00
Consultant	$150.00
Principal	$350.00
Broadband Strategy Consultant	$265.00
Senior Engineer, P.E.	$205.00
Engineering Coordinator	$160.00
Project Manager	$120.00
Senior Engineering Representative	$105.00
Engineering Designer	$94.00
Project/GIS Designer	$75.00
Support Staff III	$65.00
Support Staff II	$55.00
Support Staff I	$45.00

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, A&M may suspend or terminate the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for A&M's personnel or on A&M's income or property.

Each Invoice must detail, at minimum, all of the following:

- The labor amount requested by LCAT with associated hours
- Any travel expenditure and other direct reimbursement requested and for which documentation and receipts, as required are attached to the invoice
- The total amount requested (all line-items) for the Invoice Period