CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: REPLICA Address: 3610 W 95th St. Leawood, KS. 66206	
Attention: Robert Lolley		Attention: Nick Bowden	
Department: Planning		Phone: 316-641-7588	Fax:
Phone: 417-624-0820 ext. 1514	Fax:		

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

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

WITNESSETH:

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

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

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

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

1. **Services.** The City agrees to engage the services of the Firm and the Firm agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization and RFP. The services of the Firm 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 Firm shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Firm under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental firming work or materials furnished hereunder shall not in any way relieve the Firm of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Firm.

2. **Term.** The services of the Firm shall commence as soon as practicable after the execution of this 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 Firm 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 Firm without charge, and the parties shall cooperate with each other in every way possible in carrying

5. **Personnel**. The Firm represents that Firm will secure at Firm's own expense; all personnel required to perform the services called for under this contract by Firm. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Firm. All of the services required hereunder will be performed by the Firm or under Firm's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract**.

a. Termination for breach. Failure of the Firm to fulfill Firm's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Firm by one of three different means: Facsimile Transmission ("FAX") if Firm has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Firm; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Firm or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Firm under this contract shall at the option of the City become its property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Firm.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Firm under this contract shall at the option of the City become its property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

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

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

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

11.**Occupational License**: The Firm shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Firm. No contract will be executed by the City until this occupational license has been obtained and that the Firm is current on any City taxes is verified.

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

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

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

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

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.

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

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

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

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

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

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

18.**Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Firm until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Firm shall furnish to the City, one set of reproducible record AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

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

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

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

22.**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

_____

Peter Edwards, City Attorney

Consultant: REPLICA

By: Nick Bowden

Printed Name: Nick Bowden

Title: CEO

Date: 07 / 31 / 2024

By: _____

Troy Bolander

Director of Planning, Development & Neighborhood Services

Date: _____

Exhibit A

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 1, 2024 between City of Joplin, Missouri ("Client") and Replica providing professional services. Replica's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Joplin, Missouri and Joplin Metropolitan Planning Organization Areas

Project Description: 2024 Joplin Origin and Destination Study

SCOPE OF SERVICES

Replica shall provide the following services (Scope of Services) to Client for the Project:

The purpose of this 2024 Joplin Origin and Destination (O&D) Study is to assist the City of Joplin in determining travel characteristics of motorists and roadway users and identifying travel trends in the Joplin metropolitan area. It should identify trips both to and from the study area as well as trips through this area. The project includes collection and review traffic and travel data. The final product includes a written report describing the results of the study. The study area includes the Joplin Metropolitan Planning Organization (MPO) serving areas of Jasper County and Newton County; external trip observations outside the MPO boundary will also be noted. Information from the previously completed 2007 Regional O&D Study will be referenced as appropriate.

This Scope of Services includes the following:

1. Project Kickoff and Scheduling
2. Define Study Area and Collection
3. Origin Destination Survey
4. Origin - Destination Data Requirements
5. Origin - Destination Report

1. PROJECT KICKOFF AND SCHEDULING

Overall project management will be provided by Replica. Olsson will provide O&D study oversight and task management including monthly invoicing and progress reports to Replica, and internal coordination with the project study team.

Replica will grant access to the ten (10) users Joplin provides on October 1, 2024. This access will be in effect for one year, with the option to renew.

Week of 10/01/2024 - Replica will host a call with executive contacts at Joplin to determine valuable performance indicators when it comes to the City of Joplin and Joplin MPOs subscription to Replica

Week of 10/01/2024 - Replica will host an onboarding and training call with all users and non-users who would like to attend

Biweekly or Monthly throughout contract - Replica will host video conference calls to answer questions, talk through product updates, provide usage metrics as it relates to the City of Joplin and Joplin MPO's subscription.

Olsson has outlined the O-D Study meetings to be held as it refers to the report that Olsson will be conducting.

2. DEFINE STUDY AREA AND COLLECTION

Replica will provide access to the entire state of Missouri, as well as all external - internal, external - external trips through Jasper and Newton counties.

Replica's methodologies are well documented through the following link https://documentation.replicahq.com/docs

Replica also has our technical team on staff ready to assist with any questions in regards to methodologies or data collection.

3. ORIGIN - DESTINATION SURVEY

The client will receive access to a subscription based, probe-data system that provides origin - destination information from Replica.

All the datasets that Replica provides will be cloud based and will not require the MPO to maintain any machine or sensors.

Replica will provide in-app visualizations for use by the client.

4. ORIGIN - DESTINATION DATA REQUIREMENTS

- System should measure and report origin-destination data primarily for all users, including, bicycle and motorized vehicle users
    - Replica will provide origin-destination pairs for different modes of travel. Such as, Private Auto, Auto Passenger, Commercial Freight, Walking, Biking, and Transit.
- System should allow users to define an analysis zone or routes for reporting
    - Replica will enable queries by standard geographies such as a block group, census tract, city or county or by custom geographies uploaded by users.
- System should be able to provide origin - destination data for analysis zones defined within the Jasper County and Newton County areas
    - Replica will provide trip characteristics (including origin and destination) within Jasper and Newton County areas.
- System should be accessible through commonly available computer software, such as a web browser
    - Replica data will be accessible via Replica's web based tool using standard web browsers.
- System should allow MPO and its assigned users (which may include entities outside of MPO such as Jasper County, Newton County, cities within each county, MoDOT) access to the data portal. MPO may assign up to ten(10) users to the data portal. Users may be reassigned during the contract period
    - Replica will provide access to ten (10) users. All ten users will have access to your specified region, unlimited data downloads, and unlimited support. The client will have the ability to reassign users during the contract period.
- System should be accessible by multiple users simultaneously
    - Replica will allow users to create their own login information. Each of the (10) users will have their own login and can access Replica's tool simultaneously.
- System should provide only non-personally identifiable data to the users
    - Replica will provide only non-personally identifiable data to the users.
- User Training

5. ORIGIN - DESTINATION DATA REPORT

An Origin & Destination Report will be completed and delivered to the City of Joplin. See attached Scope of Services (EXHIBIT B) for the O&D Report scoping items.

ASSUMPTIONS & EXCLUSIONS

- All meetings are assumed to be virtual.

TOTAL COMPENSATION

Client shall pay Replica for the performance of the Scope of Services ONE-HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS ($135,856).

Replica will submit an invoice to the client with a payment date of 30 days upon receipt of the invoice.

EXHIBIT B

SCOPE OF SERVICES

Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Joplin, Missouri and Joplin Metropolitan Planning Organization Areas

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This O&D Study will be conducted based on the current markets and travel patterns within the MPO area. Key goals and objectives of this study include the following:

- Interpret origin-destination results of the Replica-provided data platform
- Review, summarize, visualize, and document the origin-destination data findings in a concise report, plus visual aids and full appendices.
- Identify a list of follow-up areas of interest that are recommended for further study. This may include recommendations for more detailed capacity analysis, interchange and corridor studies, travel demand model updates, and incident management.

This Scope of Services includes the following:

1. Task Management
2. Origin & Destination Report

1. TASK MANAGEMENT

Overall project management will be provided by Replica. Olsson will provide O&D study oversight and task management including monthly invoicing and progress reports to Replica, and internal coordination with the project study team.

A total of four (4) project core team meetings are anticipated with Replica and agency staff members. All meetings are assumed to be virtual. Anticipated meetings include the following:

1. Kick-off Meeting
    a. Olsson will participate in a kick-off meeting with the client to review the Scope of Work and project schedule. Olsson will confirm project understanding and expectations and identify action items for the project team.
2. Core Team Progress Meeting #1
    a. Olsson will update the core team on O&D study progress, report pertinent preliminary findings, and identify action items for the project team.
3. Core Team Progress Meeting #2
    a. Olsson will update the core team on O&D study progress, report pertinent draft report findings, and identify action items for the project team.
4. Final Review Meeting
    a. Olsson will provide a summary to the core team of final report findings.

2. ORIGIN & DESTINATION REPORT

The O&D report includes the aggregation, review and summary of the Replica-provided data platform for the MPO study area. Results and findings of the study will be summarized in a concise report with visual aids, tables, and graphics included as applicable.

Report will include summaries on the following data categories:

- Trip purpose observations
- Travel pattern observations (e.g. Mode, time of day, other patterns)
- Common route usage (passenger car and freight travel)
- Evaluation of capacity and corridor life expectancy
- Active transportation and transit regions and other mode choice observations
- Demographic, socioeconomic, and economic indicators
- Daytime population estimates

As part of the O&D report, a list of follow-up areas recommended for further study and next steps will also be provided. This may include recommendations for:

- Interchange studies
- Corridor studies (both freeway and arterials)
- Considerations for incident management
- Travel demand model updates
- Areas in need of capacity improvements
- Areas in need of more detailed capacity analysis or future investigation
- Multi-Model Improvements

A draft report will be submitted for the City's review and comment. The final report with full appendices will be updated based on received comments and submitted.

DELIVERABLES

1. Draft Origin & Destination Report
2. Final Origin & Destination Report with Full Appendices.

ASSUMPTIONS & EXCLUSIONS

- All meetings are assumed to be virtual.
- Updates to the Replica data platform or agency Travel Demand Models will not be performed by Olsson.
- Report graphics will be exported from Replica platform wherever possible. Some level of data post-processing is anticipated (e.g. corridor life expectancy).
- Corridor life expectancy will be conducted using growth rates and typical capacity thresholds discussed and agreed upon by the agency and Olsson.
- Synchro, HCS, or other simulation capacity analysis will not be performed.
- Detailed crash review, Highway Safety Manual (HSM), or other safety analyses will not be performed.
- Economic flow summary will include an evaluation of Replica-provided metrics.
- Traffic data collection outside the Replica-provided data platform will not be conducted.
- If additional data, ground-truth model calibration, or other tasks not specifically mentioned in this scope are required, an assessment will be made by the agency and consultant project manager(s) if those additional tasks are to be completed via supplemental agreement.

SCHEDULE

Olsson will begin work under this Agreement within ten (10) business days of contract execution and will strive to complete the work in accordance with the schedule below.

Contract Execution, Notice to Proceed	October 1, 2024
Project Meetings, Data Review, Determination of Recommendations & Conclusions	October 1, 2024 - March 10, 2025
Draft Report for Agency Review	March 10, 2025
Agency Review Completed by	April 1, 2025
Final Report for Agency Review	May 5, 2025
Agency Report Approval	June 2, 2025

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

Contracts $100,000 or greater

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

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

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

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

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

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

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

Civil Rights and Equal Opportunity

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

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

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

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. The Contractor

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agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:

   (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and

   (B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

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

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

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

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

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

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

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

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

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

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

Nick Bowden
Signature of Contractor's Authorized Official

Nick Bowden, CEO
Name and Title of Authorized Official

07 / 31 / 2024
Date

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

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

Nick Bowden
Signature of Contractor's Authorized Official

Nick Bowden CEO
Name and Title of Authorized Official

07 / 31 /...
Date

Signature Certificate

Reference number: 8T9QM-OMZQZ-FWJMG-SIBAM

Signer	Timestamp	Signature
Nick Bowden Email: nick@replicahq.com		
Sent:	01 Aug 2024 01:44:07 UTC	
Viewed:	01 Aug 2024 01:45:31 UTC	
Signed:	01 Aug 2024 01:46:22 UTC	
Recipient Verification:		IP address: 136.37.150.148
✔Email verified	01 Aug 2024 01:45:31 UTC	Location: Overland Park, United States

Document completed by all parties on:
01 Aug 2024 01:46:22 UTC

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.