CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Olsson Associates Address: 714 South Main Street Joplin, MO 64801	
Attention: Troy Bolander/Nick Heatherly		Attention: Jack Schaller	
Department: Public Works		Phone: (417) 206-9000	Fax: (417) 206-9002
Phone: (417) 624-0820	Fax:		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING 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 Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

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

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

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

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

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

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

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

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

with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

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. **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

Engineer:

Olsson Associates

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Olsson Associates Address: 714 South Main Street Joplin, MO 64801	
Attention: Troy Bolander/Nick Heatherly		Attention: Jack Schaller	
Department: Public Works		Phone: (417) 206-9000	Fax: (417) 206-9002
Phone: 417-624-0820	Fax:		

WORK AUTHORIZATION NUMBER ___
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

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

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

3. **Term**. The services of the Engineer shall commence as soon as 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***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___ exceed the sum of Eight hundred, nine hundred ninety-nine thousand Dollars ($ 899,000).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. 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

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

Engineer: Olsson Associates

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase*

A. Engineer shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.03 *Utility Requirements*

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

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

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

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

A. Control Survey

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

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

B. Engineering Survey

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

C. Property Boundary Survey/Right-of-way Survey/Easements

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

D. Right-of-way and Easement Description Preparation

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

E. Right-of-way and Easement Staking

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

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

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

H. Other Services

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

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

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

B. Determine parcel size.

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

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

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

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

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

A1.06 Final Design Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 Bidding Phase

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

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

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

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

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

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

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

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

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

A1.08 Construction Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

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

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

19. *Change Proposals and Claims:*

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

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

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

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

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

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

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

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

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

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

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

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

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

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

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

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.

b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.

c) A final list of acceptance testers used on the project and a certification stating:

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

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

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

d) Contractor certification and city recommendation:

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

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation

from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

PART 3 – Exclusions and Assumptions

A3.01 *Exclusions and Assumptions*

A. Exclusions:

1. Waterline design is not included in this Contract
2. Right of way services including property appraisals, negotiations, and acquisitions will be handled by others and are not included in the Contract.
3. Environmental services other than those explicitly defined in the scope and beyond the normal services to fulfill the requirements of a Categorical Exclusion II (CE2) are not included in the Contract. This includes, but is not limited to, the exclusion of a traffic noise study.
4. Stormwater detention and water quality design services are not included in the Contract.
5. Temporary traffic signal design.
6. CLOMR or LOMRs are not included in the Contract.
7. Construction administration services other than those explicitly defined in the scope are not included in the Contract.
8. As-built drawing preparation is not included in the Contract.
9. Mobile LIDAR is not included in the Contract.

B. Assumptions:

1. A total of two (2) concepts will be investigated as part of this scope.
2. Right of way services including property appraisals, negotiations, and acquisitions will be handled by the city.
3. Waterline relocation will be handled by Missouri American.
4. Plans and contractual documents assume 1 bid package and construction duration of 1 year. If project is constructed in multiple phases requiring a longer duration, a supplement will be required.
5. Right of Way Revisions after approved Right of Way plans shall be considered additional services.
6. Survey monument access boxes shall be an additional fee.
7. Revisions to any stage of plans shall be considered additional services after approval by owner.
8. Survey deed review and description includes easement preparation (assume 46 temp easements & 20 permanent easements) and review of all property descriptions.
9. Survey Title Search information assumes 46 properties for title search.

PART 4 - Geotechnical Investigation and Evaluation

A. Field Exploration
   1. We will arrange to have public utilities located through the Missouri One-Call system.
   2. We will coordinate traffic control at each boring location, if required. We anticipate that traffic control will consist of two signs and traffic cones that will be placed around the drill rig.
   3. We propose to drill a total of 6 borings along the proposed roadway alignment. Each boring will be drilled to a maximum depth of 5 feet below the existing ground surface or to practical auger refusal, whichever occurs first.
   4. We propose to obtain pavement core samples at each of the boring locations to help evaluate the pavement thicknesses and composition. In addition, soil samples will be obtained at each boring location using thin walled tube or split barrel sampling techniques.
   5. We will document the thickness of the existing pavement section at each boring location, as well as the thickness of any sub-base material. We will also obtain water level readings in each boring during drilling and immediately upon completion of drilling operations. Upon completion, the borings will be backfilled and the pavement patched with an asphaltic concrete cold mix or a grout.
   6. We propose to perform a visual pavement condition survey to help in identifying the areas of pavement distress.

B. Laboratory Services
   1. Soil samples obtained from the borings will be returned to our laboratory for testing and visual classification. Testing will include moisture content and dry unit weight on thin walled tube samples, moisture content on split barrel samples, and Atterberg limit tests to aid in classifying the soils using the Uniform Soil Classification System (USCS).

C. Engineering Analysis and Report
   1. Upon completion of the laboratory testing services, we will prepare a geotechnical engineering report.
   2. The report will provide typed boring logs and the results of the laboratory testing program. The report will also provide geotechnical recommendations regarding:
      i. Mill and overlay options for the existing pavement section including pictures of each location.
      ii. If mill and overlay is not feasible, based on the findings from the borings and engineer site visit, new pavement section thicknesses based on anticipated traffic volumes (provided by others).
      iii. As applicable, pavement subgrade recommendations.

DESIGN FEE

Appendix A
Total Project Fee

20th Street Streetscape
Based on 2016 Rates

Task No.	Task Description	Fee Estimate
1	Project Management	$ 68,000
2	Public Involvement / Communication Plan	$ 64,000
3	Conceptual Phase	$ 47,000
4	Survey	$ 80,000
5	Geotechnical Investigation	$ 16,000
6	Utility Coordination	$ 40,000
7	Environmental/Historical Review	$ 25,000
8	Preliminary Design Phase (30 percent plans)	$ 64,000
9	Right of Way Plan Phase (60 percent plans)	$ 80,000
10	Permits	$ 16,000
11	Final Design Phase (100 percent plans)	$ 147,000
12	Bidding Phase	$ 20,000
13	Construction Administration	$ 32,000
14	Construction Inspection	$ 195,000
	Expenses	$ 5,000
	Total Project Cost (Not Including Construction Inspection)	**$ 704,000**
	Total Project Cost (Including Construction Inspection)	**$ 899,000**

MAN-HOUR ESTIMATE - MAIN STREET STREETSCAPE FROM 15TH STREET TO 32ND STREET

Task No.	Description of Work Items / Tasks	Olsson Associates								CJW						TranSystems					TSE						Total Manhours	Total Labor Fee	Total Olsson Fee	Total CJW Fee	Total TranSystems Fee	Total TSE Fee
		Project Manager	Task Manager	Senior Engineer	Project Engineer	Associate Engineer	Surveyor	Assistant Surveyor	Administrative Assistant	Principal	Senior Designer	Senior Engineer	Associate Engineer	Surveyor	3 Person Survey Crew	Engineer IV	Engineer III	Engineer II	Engineer I	Technician II												
		$ 160.00	$ 140.00	$ 125.00	$ 105.00	$ 90.00	$ 90.00	$ 70.00	$ 65.00	$ 170.00	$ 150.00	$ 135.00	$ 115.00	$ 105.00	$ 210.00	$ 150.00	$ 135.00	$ 115.00	$ 95.00	$ 85.00												
1	**Project Management**																														
	Overall Project Management	160	40													10											210	$ 36,554	$ 34,374	$ -	$ 2,180	$ -
	Internal Project Management	80			40					2		12					10							8	8	4	174	$ 26,991	$ 19,139	$ 1,982	$ 1,600	$ 4,240
	Coordination with Others	24	24		50					2		8					10								8		126	$ 18,417	$ 14,438	$ 1,426	$ 1,600	$ 952
	Design Memorandum	24			50					2		8					8				4	4		4			104	$ 14,802	$ 10,626	$ 1,426	$ 1,280	$ 1,470
	Monthly Progress Meetings (12 meetings)	24	24		24					18		18				10	8							12			156	$ 23,237	$ 11,101	$ 5,328	$ 3,460	$ 3,348
2	**Public Involvement / Communication Plan**																														
	Develop and Implement Communication Plan	60	16		80				24			12				3	2							4	4		211	$ 29,430	$ 24,796	$ 1,668	$ 974	$ 1,992
	Develop and Update Project Website	60	16		80				80			10										2	24				272	$ 32,111	$ 28,241	$ 1,390	$ -	$ 2,480
	Prepare Public Meeting Exhibits	24	16		80				80	2	16	12					10		10	20		2	16				288	$ 31,473	$ 21,939	$ 3,214	$ 4,560	$ 1,760
	Public Meetings/ Meetings with Coordinating Agencies	16	16		16							8				10	8					8		4	4		88	$ 13,960	$ 7,401	$ 1,112	$ 3,460	$ 1,992
	Attend Meetings w/Commission and Provide Exhibits	16	16		16					2	16	8				5						8		3	4		91	$ 12,842	$ 7,401	$ 2,658	$ 1,080	$ 1,693
3	**Conceptual Phase**																														
	Prepare Alternatives										80	36				10	40		55	80		32	128	44	18	17	532	$ 59,298	$ -	$ 10,330	$ 21,860	$ 27,108
	Prepare Report	32			40						16	24				20	20					32		32	112		328	$ 45,760	$ 10,736	$ 4,568	$ 7,560	$ 22,896
	QA/QC	24			40											5	20		15								104	$ 10,068	$ 9,336	$ -	$ 5,730	$ -
4	**Survey**																														
	Topographical Survey													128	320												448	$ 50,816	$ -	$ 50,816	$ -	$ -
	Base Map Preparation												120	80													200	$ 15,000	$ -	$ 15,000	$ -	$ -
	Horizontal Control													24	20												44	$ 4,568	$ -	$ 4,568	$ -	$ -
	Deed Review, Descriptions													120													120	$ 10,440	$ -	$ 10,440	$ -	$ -
	Locate Section Corners/													24	24												48	$ 5,064	$ -	$ 5,064	$ -	$ -
	Bench Level Run													24	40												64	$ 7,048	$ -	$ 7,048	$ -	$ -
	Utility Locates													24	80												104	$ 12,008	$ -	$ 12,008	$ -	$ -
	Title Search Information																										0	$ 39,600	$ -	$ 39,600	$ -	$ -
	Create TIN file												20														20	$ 1,340	$ -	$ 1,340	$ -	$ -
	QA/QC - Field Check of Survey	24				40	40							40													144	$ 13,580	$ 10,100	$ 3,480	$ -	$ -
5	**Geotechnical Investigation**																														
	Geotechnical Data Research				10	20	20																				50	$ 4,891	$ 4,891	$ -	$ -	$ -
	Perform Borings																										0	$ 160,000	$ 10,000	$ -	$ -	$ -
	Geotechnical Design Recommendations			8	40																						48	$ 6,586	$ 6,586	$ -	$ -	$ -
	Geotechnical Report			8	40																						48	$ 6,586	$ 6,586	$ -	$ -	$ -
	QA/QC	8		8																							16	$ 2,852	$ 2,852	$ -	$ -	$ -
6	**Utility Coordination**																														
	Utility Location / Verification																					40	16	140		8	204	$ 21,472	$ -	$ -	$ -	$ 21,872
	Railroads																														
	Utility Plan Submittal																										120	$ 10,800	$ -	$ -	$ -	$ 10,800
	Utility Review Meetings / Coordination																										48	$ 6,000	$ -	$ -	$ -	$ 6,000
	QA/QC	20																									48	$ 7,141	$ 3,501	$ -	$ -	$ 3,640
7	**Environmental/Historical Review**																														
	NEPA Environmental Review																														
	Compile Data																														
	Hazardous Material Review (Lead and Metals Only)																														
	Wetlands and Habitat Investigation (Document Only No Field Investigation)																														
	Wetland Permitting																														
	Historical / Archeological Investigation																														
	Impacts to Misc. Environmental Resources																														
	Farmland Impact																														
	Endangered Species Review																														
	Public Land Impacts (4F or 6F)																														
	Mine Remediation Plans/Report (Document Review)																														
	QA/QC	40			40																										

MAN-HOUR ESTIMATE - MAIN STREET STREETSCAPE FROM 15TH STREET TO 32ND STREET

Task No.	Description of Work Items / Tasks	Olsson Associates							CJW						TranSystems					TSE						Total Manhours	Total Labor Fee	Total Olsson Fee	Total CJW Fee	Total TranSystems Fee	Total TSE Fee
		Project Manager	Civil Manager	Senior Engineer	Project Engineer	Assistant Engineer	Surveyor	Assistant Surveyor	Administrative Assistant	Principal	Senior Designer	Senior Engineer	Assistant Designer	Assistant Engineer	Survey Crew	Project Manager	Engineer	Senior Engineer	Assistant Engineer	Technician											
		$ 175.00	$ 159.74	$ 161.01	$ 129.20	$ 90.50	$ 90.50	$ 57.70	$ 64.40	$ 200.00	$ 150.00	$ 140.00	$ 120.00	$ 110.00	$ 200.00	$ 175.00	$ 140.00	$ 130.00	$ 110.00	$ 90.00											
8	**Preliminary Design Phase (30 percent plans)**																														
	Review Preliminary Design	4			16												10		10								40	$ 5,314	$ 2,754	$ -	$ 2,560	$ -
	Identify any Variances to Design Criteria																5		5								10	$ 480	$ -	$ -	$ 480	$ -
	Preliminary Estimates and Construction Costs															5	5		10								20	$ 2,850	$ -	$ -	$ 2,850	$ -
	Hydrologic studies and Drainage Plans																10		40								50	$ 5,440	$ -	$ -	$ 5,440	$ -
	Conceptual Traffic Control Plan									80	40						20		40								180	$ 18,760	$ -	$ 11,720	$ 7,040	$ -
	Preliminary Design	16			40											2	30		70								158	$ 19,892	$ 7,936	$ -	$ 11,956	$ -
	Title Sheet																			5							5	$ 500	$ -	$ -	$ 500	$ -
	Typical Sheet																			15							15	$ 1,500	$ -	$ -	$ 1,500	$ -
	Plan Sheets																10		20	40							70	$ 7,520	$ -	$ -	$ 7,520	$ -
	Profile Sheets																10		20	30							60	$ 6,530	$ -	$ -	$ 6,530	$ -
	Special Sheets																										0	$ -	$ -	$ -	$ -	$ -
	Traffic Control and Staging Concept									100	72						5		10	40							227	$ 23,468	$ -	$ 17,708	$ 5,760	$ -
	Preliminary Culvert Sections																		10	20							30	$ 2,960	$ -	$ -	$ 2,960	$ -
	Preliminary Cross Sections at 25 foot intervals	16			80														10								106	$ 14,030	$ 13,070	$ -	$ 960	$ -
	Tentative Easements and Right of Way Limits									120	40		40				5		5	10			42			40	302	$ 30,100	$ -	$ 18,280	$ 2,280	$ 9,540
	QA/QC	40			40											5	10		10			24	20	12	12	12	185	$ 26,251	$ 12,137	$ -	$ 3,650	$ 10,464
9	**Right of Way Plan Phase (60 percent plans)**																														
	R.O.W. Design																					16	16				32	$ 4,000	$ -	$ -	$ -	$ 4,000
	Title Sheet																			5							5	$ 500	$ -	$ -	$ 500	$ -
	Typical Sheet																			20							20	$ 2,000	$ -	$ -	$ 2,000	$ -
	Plan/Profile Sheets																20		60	80							160	$ 16,960	$ -	$ -	$ 16,960	$ -
	Special Sheets																10		10	20							40	$ 4,560	$ -	$ -	$ 4,560	$ -
	R.O.W. and Easement Plan Sheets																		20	40			80				140	$ 13,120	$ -	$ -	$ 5,920	$ 7,200
	Cross Sections	16			120														20								156	$ 20,125	$ 18,205	$ -	$ 1,920	$ -
	Construction Limits	16			80												10		20	20							146	$ 18,590	$ 13,070	$ -	$ 5,520	$ -
	Design Field Check and R.O.W Revisions	16			40											10	10		20	40		16	40			39	217	$ 26,676	$ 7,936	$ -	$ 9,760	$ 9,040
	R.O.W Revisions due to Owner Negotiations																		20	23		16	40			20	139	$ 15,060	$ -	$ -	$ 4,220	$ 10,840
	Construction Cost Estimate															5	10		10								25	$ 3,650	$ -	$ -	$ 3,650	$ -
	QA/QC	40			80						100		60			10	10		10			48	12		12		374	$ 50,040	$ 17,272	$ 19,120	$ 4,740	$ 8,908
10	**Permits**																														
	404 Permit																										0	$ -	$ -	$ -	$ -	$ -
	Floodplain Permit																										0	$ -	$ -	$ -	$ -	$ -
	SWPPP															1	15		35								51	$ 5,978	$ -	$ -	$ 5,978	$ -
	Land Disturbance Permit															1	15		35								51	$ 5,978	$ -	$ -	$ 5,978	$ -
	NPDES Permit															1	15		35								51	$ 5,978	$ -	$ -	$ 5,978	$ -

MAN-HOUR ESTIMATE - MAIN STREET STREETSCAPE FROM 15TH STREET TO 32ND STREET

Task No.	Description of Work Items / Tasks	Olsson Associates								CJW						TranSystems					TSE						Total Manhours	Total Labor Fee	Total Olsson Fee	Total CJW Fee	Total TranSystems Fee	Total TSE Fee
11	**Final Design Phase (100 percent plans)**																															
	Cover Sheet	1			5															5							11	$ 1,317	$ 817	$ -	$ 500	$ -
	Summary of Quantities Sheet	4			24						32	8					5		10			4	16				103	$ 11,197	$ 3,781	$ 3,576	$ 1,760	$ 2,080
	Typical Section Sheets	4			24															10		4	16				58	$ 6,881	$ 3,781	$ -	$ 1,000	$ 2,080
	General Notes Sheet	4			10												5		5	10		4	8				46	$ 5,624	$ 1,984	$ -	$ 2,280	$ 1,360
	Detail Sheets	10			40														10	10		4	16				90	$ 10,925	$ 6,885	$ -	$ 1,960	$ 2,080
	Horizontal/Vertical Control Sheets											8		40			5			10							63	$ 6,392	$ -	$ 4,592	$ 1,800	$ -
	Construction Phasing																10		10	20		8	16				54	$ 7,280	$ -	$ -	$ 4,560	$ 2,720
	Traffic Control Sheets	16			40												5		10	20							91	$ 11,496	$ 7,936	$ -	$ 3,760	$ -
	Geometric Sheets	16			40														10	20							86	$ 10,896	$ 7,936	$ -	$ 2,960	$ -
	Joints and Grades Sheets	16			40												9		10	15							86	$ 11,196	$ 7,936	$ -	$ 3,260	$ -
	Roadway Plan and Profile Sheets	16			40																						56	$ 7,036	$ 7,936	$ -	$ -	$ -
	Construction Sheets / Grading Plans	16			40														10	20		8	40				134	$ 15,776	$ 7,936	$ -	$ 2,960	$ 4,880
	Removal Sheets																5		10	20		4	24				63	$ 6,560	$ -	$ -	$ 3,760	$ 2,800
	Retaining Wall Plan and Profile Sheets	0			0																						0	$ -	$ -	$ -	$ -	$ -
	Retaining Wall Details	0			0																						0	$ -	$ -	$ -	$ -	$ -
	Storm Drainage Plan and Profile Sheets					160																					160	$ 14,429	$ 14,429	$ -	$ -	$ -
	Culvert/Channel Cross-Section Sheets					80																					80	$ 7,214	$ 7,214	$ -	$ -	$ -
	Sediment and Erosion Control Sheets	16			80																						96	$ 13,070	$ 13,070	$ -	$ -	$ -
	Sanitary Sewer Plan and Profile Sheets																					8	32				40	$ 4,160	$ -	$ -	$ -	$ 4,160
	Traffic Signal Plan Sheets	24			80																						104	$ 14,471	$ 14,471	$ -	$ -	$ -
	Pavement Marking & Signing Sheets	24			80												5		20	20							149	$ 19,191	$ 14,471	$ -	$ 4,720	$ -
	Lighting Plan Sheets										32	16															48	$ 4,688	$ -	$ 4,688	$ -	$ -
	Landscaping Sheets																					32	80				112	$ 12,320	$ -	$ -	$ -	$ 12,320
	Right-of-Way Sheets																5		10	10		32	80			40	177	$ 20,840	$ -	$ -	$ 2,760	$ 18,080
	Roadway Cross-Section Sheets	40			120														10								170	$ 23,366	$ 22,496	$ -	$ 870	$ -
	Finalize H&H Report and Floodplain Development Permit, if necessary					80											10		20								110	$ 10,734	$ 7,214	$ -	$ 3,520	$ -
	Cost Estimates	16			40											5	10		10			16	16		8		121	$ 16,538	$ 7,936	$ -	$ 3,650	$ 4,952
	Special Provisions	16			24							8										8	8		8		72	$ 9,946	$ 5,882	$ 1,112	$ -	$ 2,952
	QA/QC	80			80							8				5	10		10			42	40		16	16	307	$ 43,564	$ 24,274	$ 1,112	$ 3,650	$ 14,528
12	**Bidding Phase**																															
	Advertise for and obtain bids for the proposed work	4			8							8															20	$ 2,839	$ 1,727	$ 1,112	$ -	$ -
	Attend Pre-Bid Meeting	2	2		2					4		8				5	5					8	6		6		46	$ 6,769	$ 925	$ 1,740	$ 1,680	$ 2,214
	Answer Design Questions	8			40												8					34	36		12		128	$ 16,323	$ 6,535	$ -	$ 1,280	$ 6,508
	Prepare Addenda	8			40												5					8	12				71	$ 9,375	$ 6,535	$ -	$ 800	$ 2,040
	Attend Bid Opening	2	2		2					4		8				5						8	6		6		41	$ 5,989	$ 925	$ 1,740	$ 1,080	$ 2,214
13	**Construction Administration**																															
	Attend Pre-Construction Meeting	2	2		2					2		4				5	5					4	4		4		34	$ 5,161	$ 925	$ 870	$ 1,890	$ 1,476
	Review Shop Drawings	8			40												20						16		16		100	$ 13,079	$ 6,535	$ -	$ 3,200	$ 3,344
	Prepare Change Orders	4			32																	16	16				68	$ 8,808	$ 4,808	$ -	$ -	$ 4,000
	Prepare Revision Sheets	8			32																		8				48	$ 6,228	$ 5,508	$ -	$ -	$ 720
	Answer Design Questions	2			8											10	20						8				48	$ 7,477	$ 1,377	$ -	$ 5,380	$ 720
	Evaluate substitute "or equal" bids	1			8																		5				14	$ 1,852	$ 1,392	$ -	$ -	$ 460
	Conduct Site Visits	8			16						8	24										32	32				120	$ 15,406	$ 3,454	$ 3,952	$ -	$ 8,000
	Review and Certify Pay Requests	4			8																	8					20	$ 3,007	$ 1,727	$ -	$ -	$ 1,280
14	**Construction Inspection**																															
	Construction Inspection																										0	$ 500,000	$ 200,000	$ 100,000	$ 100,000	$ 100,000
	Total Manhours	1180	174	24	2167	340	60	40	184	38	500	502	140	604	484	148	569	250	800	888	40	555	1279	107	280	169	11352					
	Total Labor	$ 266,559	$ 27,890	$ 4,354	$ 280,745	$ 30,661	$ 5,411	$ 2,292	$ 11,322	$ 5,966	$ 38,500	$ 68,776	$ 9,380	$ 52,546	$ 60,016	$ 32,264	$ 91,040	$ 30,000	$ 76,800	$ 68,800	$ 5,760	$ 88,800	$ 110,110	$ 14,873	$ 33,320	$ 24,336		$ 1,958,905	$ 779,034	$ 373,788	$ 399,964	$ 430,199
	Total Labor and Expenses																											$ 1,958,255				



TOTAL EXPENSES					
Expenses	**Amount**		**$ Ea.**		**Cost**
Design					
Travel, mile (car)	10000	MILES	0.56		$5,600.00
Travel, mile (survey vehicle)	5000	MILES	0.75		$3,750.00
			Total		**$9,350.00**

Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost + 10%
Postage & Shipping Charges for Project Related Materials including	Actual Cost
Film and Photo Developing	Actual Cost + 10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost + 10%
Copies of deeds, easements, or other project related documents	Actual Cost + 10%
Fees for applications or permits	Actual Cost + 10%
Sub-consultants	Actual Cost + 3%

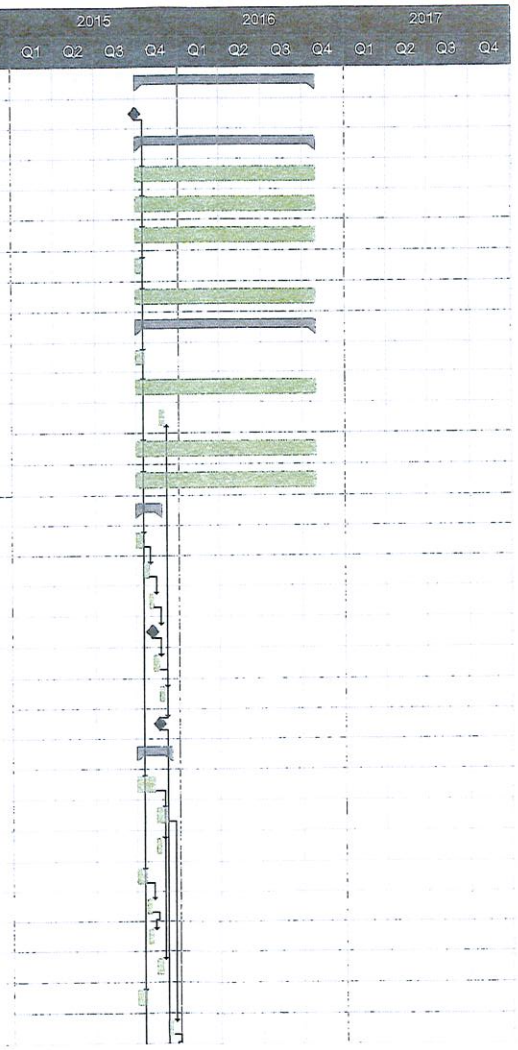
Assumptions

1. Construction Phase Services other than General Administration of Construction Contract are shown as an estimate for this project. Based on typical projects, the typical fee for these services is approximately 6% of the project cost.
2. Storm sewer shall be designed using StormCAD, Pipe Networks, or Hydraflow
3. All CAD files shall be created using AutoCAD 2015
4. Three (3) options will be looked at during the conceptual phase.
5. ROW services including property appraisals, negotiations, and acquisitions will be handled by the city.
6. Waterline relocation will be handled by Missouri American.
7. Assume 1 bid package and construction duration of 1 year.
8. Right of Way Revisions after approved Right of Way plans shall be considered additional services.
9. Survey monument access boxes shall be an additional fee (Estimated 9 monuments $12,000).
10. Revisions to any stage of plans shall be considered additional services after approval by owner.
11. Fee proposal includes 24 pothole locations at $2000 per location.
12. Fee proposal does not include mobile LIDAR.
13. Survey Title Search information assumes 132 properties for title search @ $300 each
14. Storm Project 27 (27th to 28th Street culvert replacement) will remain a separate project, however need to be completed prior to the streetscape project.
15. Storm sewer improvements will be limited to the Main Street ROW. Downstream improvements off of Main are not included with this project.
16. No FEMA floodplains have been identified therefore no floodplain permits are necessary (FEMA or City)
17. No streamways will be affected by the project, no 404 permits are included with the scope of work.

DESIGN SCHEDULE

Main Street Streetscape

	Task Name	Duration	Start	Finish
1	Main Street Streetscape Design Phase	275d	09/28/15	10/27/16
2	Notice to Proceed	0	09/28/15	09/28/15
3	Project Management	275d	09/28/15	10/27/16
4	Overall Project Management	275d	09/28/15	10/27/16
5	Internal Project Management	275d	09/28/15	10/27/16
6	Coordination with Others	275d	09/28/15	10/27/16
7	Design Memorandum	10d	09/28/15	10/09/15
8	Monthly Progress Meetings (12 meetings)	275d	09/28/15	10/27/16
9	Public Involvement / Communication Plan	275d	09/28/15	10/27/16
10	Develop and Implement Communication Plan	15d	09/28/15	10/16/15
11	Develop and Update Project Website	275d	09/28/15	10/27/16
12	Prepare Public Meeting Exhibits	5d	11/18/15	11/24/15
13	Public Meetings/ Meetings with Coordinating Agencies	275d	09/28/15	10/27/16
14	Attend Meetings w/Commission and Provide Exhibits	275d	09/28/15	10/27/16
15	Conceptual Phase	41d	09/28/15	11/23/15
16	Prepare Alternatives	10d	09/28/15	10/09/15
17	Prepare Report	10d	10/12/15	10/23/15
18	QA/QC	5d	10/26/15	10/30/15
19	Submit Report to City	0	11/02/15	11/02/15
20	City Review Period	10d	11/03/15	11/16/15
21	Address City Comments	5d	11/17/15	11/23/15
22	Submit Final Report and Recommendation	0	11/17/15	11/17/15
23	Survey	53d	09/28/15	12/11/15
24	Topographical Survey	30d	09/28/15	11/06/15
25	Base Map Preparation	15d	11/09/15	12/01/15
26	Horizontal Control	3d	11/09/15	11/11/15
27	Deed Review, Descriptions	15d	09/28/15	10/16/15
28	Locate Section Corners	3d	10/19/15	10/21/15
29	Bench Level Run	5d	10/22/15	10/28/15
30	Utility Locates	10d	11/09/15	11/20/15
31	Title Search Information	15d	09/28/15	10/16/15
32	Create TIN file	3d	12/02/15	12/04/15



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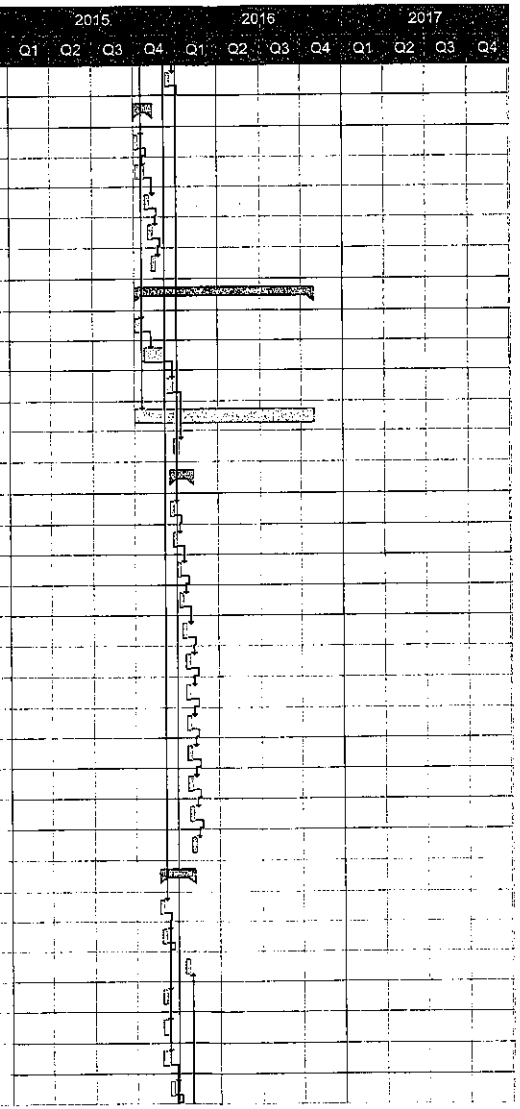
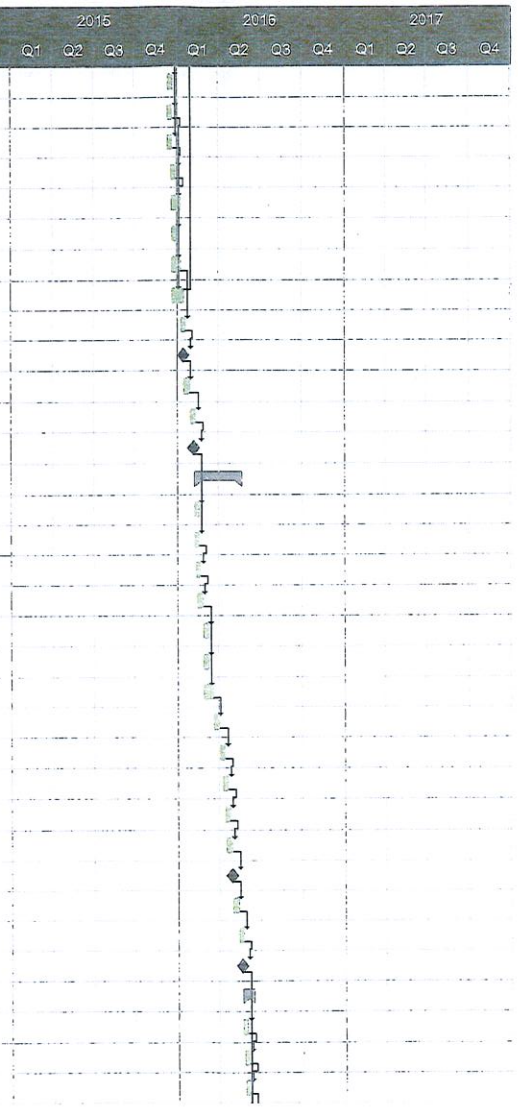
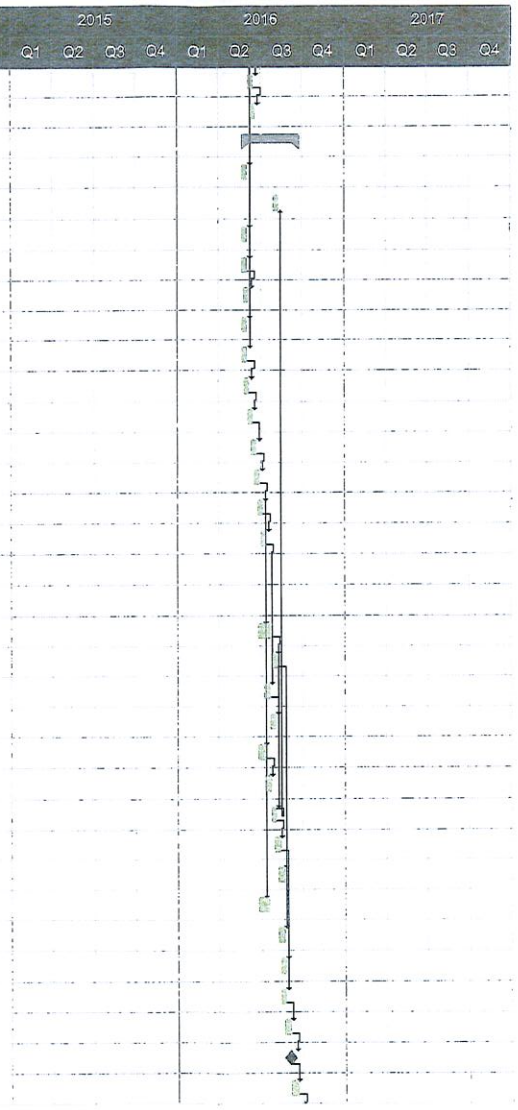
	Task Name	Duration	Start	Finish
33	QA/QC - Field Check of Survey	5d	12/07/15	12/11/15
34	Geotechnical Investigation	31d	09/28/15	11/09/15
35	Geotechnical Data Research	3d	09/28/15	09/30/15
36	Perform Borings	15d	10/01/15	10/21/15
37	Geotechnical Design Recommendations	5d	10/22/15	10/28/15
38	Geotechnical Report	5d	10/29/15	11/04/15
39	QA/QC	3d	11/05/15	11/09/15
40	Utility Coordination	275d	09/28/15	10/27/16
41	Utility Location / Verification	15d	09/28/15	10/16/15
42	Potholing	30d	10/19/15	12/01/15
43	Utility Plan Submittal	15d	12/02/15	12/22/15
44	Utility Review Meetings / Coordination	275d	09/28/15	10/27/16
45	QA/QC	5d	12/23/15	01/04/16
46	Environmental/Historical Review	35d	12/14/15	02/04/16
47	NEPA Environmental Review	5d	12/14/15	12/18/15
48	Compile Data	5d	12/21/15	12/29/15
49	Hazardous Material Review (Lead and Metals Only)	1d	12/30/15	12/30/15
50	Wetlands and Habitat Investigation (Document Only No Field Investigation)	5d	01/04/16	01/08/16
51	Wetland Permitting	5d	01/11/16	01/15/16
52	Historical / Archeological Investigation	1d	01/18/16	01/18/16
53	Impacts to Misc. Environmental Resources	1d	01/19/16	01/19/16
54	Farmland Impact	1d	01/20/16	01/20/16
55	Endangered Species Review	1d	01/21/16	01/21/16
56	Public Land Impacts (4F or 6F)	1d	01/22/16	01/22/16
57	Mine Remediation Plans/Report (Document Review)	4d	01/25/16	01/28/16
58	QA/QC	5d	01/29/16	02/04/16
59	Preliminary Design Phase (30 percent plans)	51d	11/18/15	02/04/16
60	Review Preliminary Design	3d	11/18/15	11/20/15
61	Identify any Variances to Design Criteria	1d	11/23/15	11/23/15
62	Preliminary Estimates and Construction Costs	2d	01/14/16	01/15/16
63	Hydrologic studies and Drainage Plans	5d	11/24/15	12/02/15
64	Conceptual Traffic Control Plan	10d	11/24/15	12/09/15
65	Preliminary Design	10d	11/23/15	12/08/15
66	Title Sheet	1d	12/09/15	12/09/15



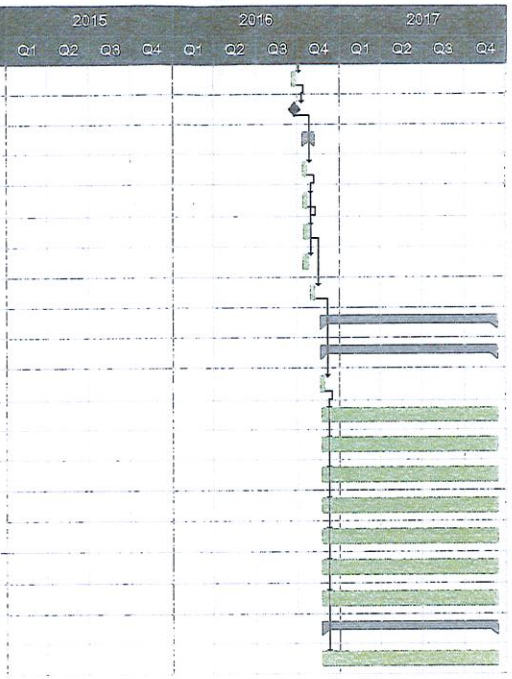
	Task Name	Duration	Start	Finish
67	Typical Sheet	3d	12/10/15	12/14/15
68	Plan Sheets	7d	12/09/15	12/17/15
69	Profile Sheets	5d	12/09/15	12/15/15
70	Special Sheets	1d	12/16/15	12/16/15
71	Traffic Control and Staging Concept	10d	12/17/15	01/05/16
72	Preliminary Culvert Sections	3d	12/18/15	12/22/15
73	Preliminary Cross Sections at 25 foot intervals	10d	12/18/15	01/06/16
74	Tentative Easements and Right of Way Limits	15d	12/18/15	01/13/16
75	QA/QC	5d	01/07/16	01/13/16
76	Submit Preliminary Design Phase Documents to City	0	01/13/16	01/13/16
77	City Review Period	10d	01/14/16	01/27/16
78	Address City Comments	5d	01/28/16	02/03/16
79	Submit Revised Preliminary Design Phase Documents to City	0	02/04/16	02/04/16
80	**Right of Way Plan Phase (60 percent plans)**	75d	02/05/16	05/19/16
81	R.O.W Design	2d	02/05/16	02/08/16
82	Title Sheet	1d	02/05/16	02/05/16
83	Typical Sheet	3d	02/08/16	02/10/16
84	Plan/Profile Sheets	10d	02/11/16	02/24/16
85	Special Sheets	2d	02/25/16	02/26/16
86	R.O.W. and Easement Plan Sheets	5d	02/25/16	03/02/16
87	Cross Sections	15d	02/25/16	03/16/16
88	Construction Limits	10d	03/17/16	03/30/16
89	Design Field Check and R.O.W Revisions	5d	03/31/16	04/06/16
90	R.O.W Revisions due to Owner Negotiations	3d	04/07/16	04/11/16
91	Construction Cost Estimate	2d	04/12/16	04/13/16
92	QA/QC	10d	04/14/16	04/27/16
93	Submit Right of Way Plan Phase Documents to City	0	04/27/16	04/27/16
94	City Review Period	10d	04/28/16	05/11/16
95	Address City Comments	5d	05/12/16	05/18/16
96	Submit Revised Right of Way Plan Phase Documents to City	0	05/19/16	05/19/16
97	**Permits**	12d	05/20/16	06/07/16
98	404 Permit	2d	05/20/16	05/23/16
99	Floodplain Permit	2d	05/24/16	05/25/16
100	SWPPP	5d	05/26/16	06/02/16



	Task Name	Duration	Start	Finish
101	Land Disturbance Permit	2d	06/03/16	06/06/16
102	NPDES Permit	1d	06/07/16	06/07/16
103	**Final Design Phase (100 percent plans)**	88d	05/20/16	09/23/16
104	Cover Sheet	1d	05/20/16	05/20/16
105	Summary of Quantities Sheet	5d	07/28/16	08/03/16
106	Typical Section Sheets	3d	05/20/16	05/24/16
107	General Notes Sheet	2d	05/20/16	05/23/16
108	Detail Sheets	5d	05/24/16	05/31/16
109	Horizontal/Vertical Control Sheets	5d	05/20/16	05/26/16
110	Construction Phasing	3d	05/20/16	05/24/16
111	Traffic Control Sheets	5d	05/25/16	06/01/16
112	Geometric Sheets	5d	06/02/16	06/08/16
113	Joints and Grades Sheets	5d	06/09/16	06/15/16
114	Roadway Plan and Profile Sheets	5d	06/16/16	06/22/16
115	Construction Sheets / Grading Plans	5d	06/23/16	06/29/16
116	Removal Sheets	3d	06/30/16	07/05/16
117	Retaining Wall Plan and Profile Sheets			
118	Retaining Wall Details			
119	Storm Drainage Plan and Profile Sheets	20d	06/23/16	07/21/16
120	Culvert/Channel Cross-Section Sheets	10d	07/22/16	08/04/16
121	Sediment and Erosion Control Sheets	10d	07/06/16	07/19/16
122	Sanitary Sewer Plan and Profile Sheets	5d	07/20/16	07/26/16
123	Traffic Signal Plan Sheets	10d	06/23/16	07/07/16
124	Pavement Marking & Signing Sheets	10d	07/08/16	07/21/16
125	Lighting Plan Sheets	4d	07/22/16	07/27/16
126	Landscaping Sheets	10d	07/28/16	08/10/16
127	Right-of-Way Sheets	10d	08/05/16	08/18/16
128	Roadway Cross-Section Sheets	15d	06/23/16	07/14/16
129	Finalize H&H Report and Floodplain Development Permit	10d	08/05/16	08/18/16
130	Cost Estimates	5d	08/11/16	08/17/16
131	Special Provisions	5d	08/11/16	08/17/16
132	QA/QC	10d	08/18/16	08/31/16
133	Submit Final Design Phase Documents to City	0	08/31/16	08/31/16
134	City Review Period	10d	09/01/16	09/15/16



	Task Name	Duration	Start	Finish
135	Address City Comments	5d	09/16/16	09/22/16
136	Submit Revised Final Design Phase Documents to City	0	09/23/16	09/23/16
137	**Bidding Phase**	14d	10/10/16	10/27/16
138	Advertise for and obtain bids for the proposed work	1d	10/10/16	10/10/16
139	Attend Pre-Bid Meeting	1d	10/11/16	10/11/16
140	Answer Design Questions	10d	10/12/16	10/25/16
141	Prepare Addenda	10d	10/11/16	10/24/16
142	Attend Bid Opening	1d	10/27/16	10/27/16
143	**Main Street Streetscape Construction Phase**	270d	11/18/16	12/13/17
144	**Construction Administration**	270d	11/18/16	12/13/17
145	Attend Pre-Construction Meeting	1d	11/18/16	11/18/16
146	Review Shop Drawings	269d	11/21/16	12/13/17
147	Prepare Change Orders	269d	11/21/16	12/13/17
148	Prepare Revision Sheets	269d	11/21/16	12/13/17
149	Answer Design Questions	269d	11/21/16	12/13/17
150	Evaluate substitute "or equal" bids	269d	11/21/16	12/13/17
151	Conduct Site Visits	269d	11/21/16	12/13/17
152	Review and Certify Pay Requests	269d	11/21/16	12/13/17
153	**Construction Inspection**	269d	11/21/16	12/13/17
154	Construction Inspection	269d	11/21/16	12/13/17



CDBG COMPLIANCE PROVISIONS
FOR
PROFESSIONAL SERVICES CONTRACTS

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34. LOBBYING

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts above $10,000)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such

action shall include, but not be limited to, the following: 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

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

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and 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 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**
(applicable to contracts and subcontracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated

facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of 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.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, 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. Section 109 further provides that 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, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the

greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

~~G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).~~

6. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
(applicable to contracts and subcontracts over $10,000)

A. The contractor 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 otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: 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 Contractor 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 Contractor'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 Contractor 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 applicants and employees.

E. The Contractor 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 the 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 Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding $100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

~~A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.~~

~~B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.~~

~~C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.~~

~~D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.~~

10. **FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an

area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: 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.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

~~20.~~ ~~ENERGY EFFICIENCY~~

~~The Contractor shall 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 (Public Law 94-163).~~

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor 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 approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.