CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-281 – Authorizing the approval of an Agreement between the City of Joplin and Replica for professional planning services related to the creation of the Joplin Area Transportation Planning Organization's (JATSO) Origin & Destination Study.

MEETING DATE
Sept 03, 2024

ORIGINATING DEPT
Planning, Development, and Neighborhood Services

ATTACHMENTS
2024 Replica Origin & Destination Study Agreement
Origin & Destination Study RFP
Replica response to Origin and Destination Study RFP
RFP Tabulation Sheet
CB2024-281 Ordinance; Professional Planning Services Agreement; Tabulation Sheet

REVIEWED BY
Director of Planning, Development and Neighborhood Services: Troy Bolander; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement with Replica in the not to exceed total amount of One Hundred Thirty-Five Thousand Eight Hundred Fifty-Six 00/100 dollars ($135,856) for professional planning services for the creation of JATSO's 2024 Origin & Destination Study. This project is 80% Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funds and 20% City of Joplin local match. $108,685 Federal and $27,171 Local.

BACKGROUND
Staff received formal proposals on October 30, 2023, for a new Origin & Destination (O&D) study based on the current travel patterns to and from the Joplin Metropolitan Planning Organization (MPO) area. The study assists the City to determine travel characteristics of motorists and identifying travel trends. The objective of the O&D study is to determine the flow and adequacy of existing traffic routes, identify potential transportation infrastructure problems, and develop trip generation and trip distribution models. Planning received two proposals, and Replica's proposal was scored highest by the review committee.

FUNDING SOURCE
JATSO Planning Fund. O&D Study was approved by Council in the Missouri Highways and Transportation Commission Transportation Planning Consolidated Grant Agreement, Ordinance 2023-136.

RECOMMENDATION
City staff recommends adoption of this Council Bill.

Planning, Development, & Neighborhood Services
602 S Main Street
Joplin, Missouri 64801
417-624-0820 ext. 1514
Email: RHolcomb@joplinmo.org

REQUEST FOR PROPOSALS

#2023-RFP-13

Notice is hereby given that consultant proposals will be received by the City of Joplin, Missouri for:

2023 Joplin Origin & Destination Study
(See Attachment "A")

by filing with the Planning, Zoning, and Development Department on the 4th Floor of City Hall located at 602 S. Main Street, Joplin, Missouri, until:

Issue date: **September 27, 2023**
Due Date: **October 30, 2023**
Time: **2:00 P.M.**

Proposals submitted after the due date will not be considered. Consultants accept all risks of late delivery of mailed submittals regardless of fault.

A detailed Request for Proposals (RFP) information packet including general information, requested services, submittal requirements, and evaluation process is available on the City's website at www.joplinmo.org. In the "Search" field, type in "Bid Information", then select "Current Bid and RFP Information".

The City of Joplin (the City) reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of their proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation. The successful Contractor must comply with the City of Joplin's equal opportunity requirements.

City of Joplin
Request for Proposals

Request for Proposals Information:		**Submit Proposals to:**	
RFQ Number	**RFP #2023-RFP-13**	Physical Address:	City of Joplin 602 S. Main Street Joplin, Missouri 64801
RFQ Name:	2023 Joplin Origin and Destination Study		
Date Issued:	**September 27, 2023**		
Contact Person:	Rachel Holcomb		
Phone #:	417-624-0820 Ext. 1514	Mailing Address:	City of Joplin ATTN: Rachel Holcomb 602 S. Main Street Joplin, Missouri 64801
Email Address:	RHolcomb@joplinmo.org		
Deadline:	**Proposals must be <u>received</u> by 2:00 p.m. on October 30, 2023**		

General Information

NOTICE: Notice is hereby given that request for proposals will be accepted by the City of Joplin, Missouri (the City) for a new Origin & Destination (O&D) study based on the current travel patterns to and from Joplin Metropolitan Planning Organization (MPO) area.

PURPOSE: The request for proposals is to select a firm to assist the City in determining travel characteristics of motorists and roadway users and identifying travel trends in the Joplin metropolitan area. It should identify trips both to and from the study area as well as trips through this area. The firm will collect and review traffic and travel data. The final product will include a written report describing the results of the study.

BRIEF SCOPE OF SERVICES: Information on travel patterns in the Joplin metropolitan area are desired to ensure that any proposed developments will not cause undue impacts to the transportation system. The objective of the O&D Study is to determine the flow and adequacy of existing traffic routes, identify potential transportation infrastructure problems, and develop trip generation and trip distribution models. Utilize probe data to complete the survey. Method will be developed by the firm and approved by the City. Information on the external trip origin and destination should be provided. A through trip matrix should be developed. Supporting graphics indicating major external trip movement will be completed. The end product will result in a written document describing the information collected and an analysis of the data.

SUBMITTAL REQUIREMENTS: Interested consultants shall submit five (5) copies of their proposals along with a digital copy, including:

- A cover letter/statement of interest indicating the firm's interest in the Project and highlighting its qualifications to perform the project.

- A proposed approach to the Project, including key activities, milestones, and products.
- A statement of qualifications, including related experience with similar types of projects and specific qualifications or resumes of key team members.
- One-to-three examples of similar projects, including references (does not count against twelve-page limit)

The proposal shall not exceed twelve (12) pages in length A single copy of up to three relevant work samples shall be submitted in hard-copy format for city review as well (work samples do not count against maximum page length).

Respondents accept all risks of late delivery of mailed responses regardless of fault. Faxed and emailed submittals will not be accepted.

SIGNATURES: Proposals shall be signed by one of the legally authorized officers of the consultant firm. If awarded the contract, the contract shall also be so executed.

QUESTIONS: Questions regarding this project may be directed to Rachel Holcomb via e-mail at RHolcomb@joplinmo.org or 417-624-0820 Extension 1514. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

EVALUATION CRITERIA & PROCESS: Evaluation of the proposals received by the City will be based on the criteria listed below which may be weighted as deemed appropriate by the review committee. The following criteria will be used:

- 25% Methodology – that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
- 25% Experience – previous experience performing related projects including, but not limited to, similar size and type of experience.
- 10% References – will be based on references submitted as part of RFP but can include clients not submitted.
- 30% Cost of Proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.
- 10% Staff – capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

The City may select a limited number of consultants for in-person interviews before the selection committee.

REJECTION OF PROPOSALS: The city reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the city to pay any costs incurred by respondents in the preparation and submission of their proposal. Furthermore, the RFP does not obligate the city to accept or contract for any expressed or implied services.

CONTRACT AWARD: The City reserves the right to make an award without further discussion of the submittals. The firm selected as the apparently successful firm will be expected to enter into a contract with the City. Following consultant selection, the successful consultant shall prepare a proposal and scope of work for review by the City. Once the City and Consultant have reached an agreement on the scope of services, the City will prepare a final contract. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected firm fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked firm. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

CONTRACT NEGOTIATION: The City reserves the right to negotiate all elements of the requirements, submittals, proposals, terms and conditions, and/or scope of work as part of the contract negotiation process prior to any formal authorization of the Contract by the City.

UNAUTHORIZED WORK: Any unauthorized out of scope work will not be paid.

EQUAL OPPORTUNITY EMPLOYMENT: The successful consultant or consultants must comply with the City of Joplin equal opportunity requirements. The City of Joplin is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

INSURANCE REQUIREMENTS: The selected firm shall maintain insurance that is sufficient to protect the firm's business against all applicable risks. Standard requirements may be negotiated if it is in the best interest of the city.

NON-ENDORSEMENT: As a result of the selection of a firm to supply products and/or services to the City, firm agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

NON-COLLUSION: Submittal and signature of the proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the consultant or consultants ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

NO LOBBYING: Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support of engage others on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager, and City staff of the City of Joplin, members of JATSO, board members of the Joplin Chamber, subrecipients, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

ATTACHMENT A
SCOPE OF WORK
2023 JOPLIN ORIGIN & DESTINATION STUDY

PROJECT OBJECTIVE

The objective of the 2023 Joplin Origin & Destination (O&D) Study is to conduct a new O&D study based on the current markets and travel patterns within the Joplin Metropolitan Planning Organization (MPO) area.

BACKGROUND

The Joplin Metropolitan Area is located in Southwest Missouri along Interstate Highway 44, U.S. Highway 71, and Interstate Highway 49. The metropolitan area is approximately 110 square miles and has an urban population nearing 182,000 people. The area is located within parts of both Jasper and Newton Counties and contains 13 towns and villages. The three largest incorporated cities consist of Joplin, Webb City and Carl Junction. The metropolitan area is especially strong in the economic sectors of health care, manufacturing, and transportation. This is due to the location of two regional hospitals in the City of Joplin and the location of over 50 trucking companies within the metropolitan area.

Since 1983, the Joplin MPO's coordinating committee (Joplin Area Transportation Study Organization - JATSO) has been responsible for transportation planning within the metropolitan area. The City of Joplin along with JATSO are currently accepting proposals from prospective firms to conduct a new O&D study. The firm will use the data and information to help the MPO determine travel characteristics and trends in the Joplin metropolitan area.

SCOPE OF WORK

The City of Joplin is requesting proposals for the services of a firm/team for the following contract scope of work:

TASK LIST

1. PROJECT KICK-OFF AND SCHEDULING

a. Create a master schedule that assigns target dates for completion of major task items associated with the Traffic Study.

2. DEFINE STUDY AREA AND DATA COLLECTION

a. The project study area will be established in coordination with JATSO to capture all areas of interest.

3. ORIGIN-DESTINATION SURVEY

a. Conduct an origin-destination survey. This should include a subscription-based, probe data system for providing origin-destination data. The proposed system will collect transportation data to, from, and within Jasper and Newton counties from a sample of road users, primarily passenger vehicles, which will then be used to calculate origin-destination data. The probe system will perform several primary functions:

- Calculate origin-destination results based on probe data.
- Report and visualize the origin-destination data.
- Archive historical data

b. The data will be provided via a vendor-supplied cloud service. The system will not require the MPO to install or maintain any network server, virtual machine, or sensors. Users will primarily access the system through a web-browser interface. Users will include MPO member agencies and contractor working on MPO member agency projects.

c. The origins and destinations of trips both to and from the study area as well as trips within the study area shall be identified and provided.

4. ORIGIN-DESTINATION DATA REQUIREMENTS

The following are minimum requirements for the origin-destination probe data system:

a. They system should measure and report origin-destination data primarily for all users, including, bicycle and motorized vehicles users.
b. The system should allow users to define an analysis zone or routes for reporting.
c. The system should be able to provide origin-destination data for analysis zones defined within the Jasper County and Newton County areas.
d. The system should be accessible using a vendor-provided, secure data portal.
e. They system should be accessible through commonly available computer software, such as a web browser.
f. The system should not require MPO to maintain servers, networking equipment, or field equipment.
g. The system should allow MPO and it's assigned users (which may include entities outside of MPO such as Jasper County, Newton County, cities within each county, MoDOT) access to the data portal. MPO may assign up to ten

(10) users to the data portal. Users may be reassigned during the contract period.

h. The system should be accessible by multiple users simultaneously.
i. The system should provide only non-personably identifiable data to the users.

MPO intends to use the origin-destination data for the following cases:

- Travel Demand Model Updates
- Interchange Studies
- Corridor Studies (both freeway and arterials)
- Incident Management
- Estimating Daytime Population
- Determining Trip Purpose
- Determining Travel Patterns
- Evaluating Route Usage and Capacity
- Estimating Life Expectancy of Corridors and Roadways
- Economic Development

5. DEVELOP PROJECT REPORT

a. Summarize results and finding of the study in a concise report. Utilize interactive maps as applicable.
b. Provide recommendations for further study and next steps.

REQUEST FOR PROPOSALS ADDENDUM #1

REQUEST FOR PROPOSALS: 2023 JOPLIN ORIGIN & DESTINATION STUDY #2023-RFP-13

DESCRIPTION

Notice is hereby given that consultant proposals will be received by the City of Joplin, Missouri for 2023 Joplin Origin & Destination Study.

RFP Due Date: 2:00 PM, CDST, Monday, October 30, 2023

Location: Planning, Zoning, and Development Department on the 4th Floor of City Hall located at 602 S. Main Street, Joplin, MO

Contact: Rachel Holcomb **Email:** rholcomb@joplinmo.org

Phone: 417-684-0820 Ext 1514

Addendum #1 – The City of Joplin will accept questions about this Request for Proposals until 5:00 PM, CDST, Monday, October 23, 2023. After this deadline, no questions will be answered.

REQUEST FOR PROPOSALS ADDENDUM #2

REQUEST FOR PROPOSALS: 2023 JOPLIN ORIGIN & DESTINATION STUDY #2023-RFP-13

DESCRIPTION

Notice is hereby given that consultant proposals will be received by the City of Joplin, Missouri for 2023 Joplin Origin & Destination Study.

RFP Due Date: 2:00 PM, CDST, Monday, October 30, 2023

Location: Planning, Zoning, and Development Department on the 4th Floor of City Hall located at 602 S. Main Street, Joplin, MO

Contact: Rachel Holcomb **Email:** rholcomb@joplinmo.org

Phone: 417-684-0820 Ext 1514

Addendum #2

Questions and Answers

1. Is there a particular format and level of detail that is expected for the cost proposal?
    a. There is no particular format. Something similar to the Origin & Destination Study from 2007 found here.

2. Should we include the required work samples as part of our proposal to be printed and submitted as five copies, or should the work samples be submitted as one separate hard copy?
    a. The work samples can be submitted separately as one hard copy.

3. For the work samples requirement, are you looking for deliverables or just a project description?
    a. A project description will be fine.

REPLICA

City of Joplin, MO
Origin & Destination Study

OFFEROR
REPLICA, INC.
3610 W. 95TH STREET
LEAWOOD, KS 6606

Cover Letter / Statement of Interest

Dear Rachel Holcomb,

Replica, Inc. is pleased to offer our proposal to Joplin, MO and Joplin Area Transportation Study Organization (JATSO) for an origin and destination study that provides access to current and historical travel patterns of motorists and roadway users in the Joplin metropolitan area.

Replica's products exceed the requirements in your solicitation, and to ensure we're delivering on everything you're requesting, we will partner on this project with Olsson. The capabilities that Replica and Olsson are able to deliver is described in detail in the attached proposal.

From day one of the contractual period, Replica tools will enable users to run analysis and create visualizations to aid in communication across agencies, to community stakeholders, and to executive-level decision makers. All datasets will be available for download enabling in-house analysis by the City of Joplin, Joplin MPO, and partner agencies. Our comprehensive datasets and approach to transparency are unmatched in the industry. Together with our customer success team of urban planners, traffic engineers, data scientists, and Olsson, we are uniquely qualified to support the city of Joplin and its partner agencies. In summary, we will provide you with:

- **The travel data you need.** We provide detailed origin - destination information of motorists and roadway users. Seasonal and weekly updates give you the context you need to track changes over time.
- **Flexibility.** With Replica, the City of Joplin and partner agencies can study a wide variety of metrics and geographies as you see fit. You can analyze data in our web app, download it for analysis in your preferred tools, and get direct database access for automated reporting.
- **Dedicated support.** Replica provides a robust, personalized customer success experience to ensure that the department has the knowledge and support to capture the full value from our data. Our customer success team will embed with your organization to train new users on the platform and offer unlimited support for the duration of your subscription. The Olsson team will lend professional services and ensure you get the full value of all datasets offered in this proposal.
- **Focus on privacy.** Providing meaningful data while protecting privacy is a core value at Replica. We always use de-identified data and apply additional internal de-identification measures to further protect privacy.

Please do not hesitate to follow up with additional questions or for more information.

Regards,

Nick Bowden

CEO, Replica, Inc.

Project Approach - Replica

We believe that our platform and technical approach in partnership with Olsson is the best solution to meet the City of Joplin / JATSO's needs. Replica's platform is a web-based application that provides customers with datasets in an easy-to-use interface and exceptional customer support that exceeds the requirements in this RFP.

Replica is the only company synthesizing a composite of high-quality data inputs. The composite-approach listed in Replica's methodology in this document reduces sampling bias and generates greater overall data quality, giving governments the data they need to make transportation and land use planning decisions with confidence.

The City of Joplin and JATSO will receive access to a number of easy to read output datasets, including (1) detailed, disaggregate trip tables that cover typical weekdays and weekend days in each season and include detailed information about each trip and trip-taker; (2) weekly-updated origin-destination (including mode breakdown) and VMT tables that lag the real world by only 10 days. Both of the datasets mentioned above date back to 2019 and will be continuously updated/available throughout the life of the contract.

While Replica data is well equipped to provide outputs regarding origin - destination trip information. Our outputs have been used in various other projects across the United States. Some examples below include:

- Existing Travel Demand Model Updates
- Interchange Studies
- Corridor Studies
- Incident Management
- Estimating Daytime Population
- Determining Trip Purpose
- Determining Travel Patterns
- Evaluating Route Usage and Capacity
- Estimating Life Expectancy of Corridors and Roadways
- Economic Development

The City of Joplin and JATSO will also receive robust customer support, as well as detailed documentation for each provided dataset, including a methodology, data dictionaries, and quality reports. We bring unique expertise of a team of transportation and urban planners, alongside data scientists and analysts, that can support the City of Joplin, JATSO, and partner agencies throughout the life of this contract.

Replica Data Methodology

Origin and destination data is a key output of Replica's large-scale simulations of mobility activity. The information below outlines the data sources that feed our models and the data processing methods we use to generate our output data.

Source Data

Replica generates its data by running large-scale, computationally intensive simulations. These simulations allow us to deliver granular data outputs that match origins, destinations, and other

mobility behavior in aggregate, but don't surface the actual movements (or compromise the privacy) of any one individual.

The data our customers receive is a holistic, up-to-date picture of what's happening across mobility, land use, people, and economic activity. Replica's model for Missouri covers every network link in the Joplin MPO jurisdiction. Additionally, Joplin users will have access to data for adjoining states.

Replica builds simulations using a diverse set of third-party data from public and private-sector sources. These sources include five categories of data:

- **Mobile location data,** including from mobile phones and in-vehicle GPS navigation
- **Consumer resident data** from public and private sources
- **Land use / real estate data** such as zoning regulation, building square footage and use types, and transportation network data
- **Credit transaction data** from financial companies to model consumer spending
- **Ground truth data** acquired by Replica and provided by customers to calibrate and improve the overall accuracy of our outputs

Each completed model also includes an associated quality report, which compares the outputs of the simulation to ground truth data, so you can transparently see the differences between modeled outputs and observed counts. Additionally, Replica works directly with our customers to ensure our modeled outputs achieve a level of quality that is satisfactory to the customer.

We leverage many diverse data sets to minimize the risk of sampling bias that exists in any single source on its own. For example, a product that relies more heavily on data from personal mobile devices risks failing to adequately simulate the portions of the population that do not have mobile devices or those who opt out of device tracking technologies. Our composite approach also creates resiliency against data quality issues and protects against disruptions of individual data sources.

Replica Timeline

Users will have access within one business day of contract execution with onboarding / training sessions at the customers desired times.

Project Approach Olsson - Origin - Destination Study

Project Understanding

The JATSO MPO coordinates the transportation improvement plans across 13 municipalities in both Jasper and Newton counties. The region is a major employment and metropolitan center with a population of approximately 200,000 residents and regularly serves daily commuters from four neighboring states and national travelers. Understanding how people travel throughout the

region is critical to planning for future growth. This O-D study will provide the latest data to better understand how travelers are using the existing roadway network as well as the economic activity of Jasper and Newton counties.

The most recent O-D study was last completed in 2008. Since then, not only have all the cities grown and changed, but the tools used to analyze traffic patterns have evolved dramatically. Previously, driver surveys from the field provided the basic data used to determine travel flows. **Now with the Replica platform, the origins and destinations of travelers and much more can be accounted for using a variety of "big data" inputs.** The Replica platform incorporates multimodal aspects such as cyclists, pedestrians, transit riders, and ride-share users in their simulation model, providing vital information on routing for these vulnerable roadway users.

The primary purpose and goal of this project is to gather critical information about how travelers move throughout the JATSO region. The data from an origin and destination study allows agency stakeholders, engineers, and planners to better plan for the future. The O-D study will help visualize important characteristics of the transportation infrastructure and travelers including but not limited to common route choices, corridors nearing capacity, mode/time of day and other travel patterns, active transportation regions, and areas impacted by increasing economic development. This information is a critical first step in many transportation planning applications such as evaluating future corridor studies, refining the travel demand model, and monitoring economic activity.

Project Approach

Communication

This project will involve the Joplin Area Transportation Study Organization, City of Joplin, and its partners. While major components of this project include the analysis platform and accompanying report, ongoing analysis and support for future studies will be needed to call these efforts a success. Therefore, communication will remain a critical aspect throughout the life of the project. Replica and Olsson are committed to providing regular updates of project deliverables.

Relevant Data

One of the biggest advances that this study will utilize is Replica's simulated travel demand model to provide trip data. Replica is a web-based platform that combines probe location data, consumer and resident data, a nationwide link network, and economic activity - which is all calibrated using "ground-truth" count data - to generate a simulated transportation network. For an origin-destination study, the Replica platform can provide information on when and where trips are generated and terminated as well as the trip purpose. These trips can be filtered by categories to review vehicle or mode type, demographic and socioeconomic data in addition to location and routing data.

Collaboration

Creating a culture of collaboration between all stakeholders and end users is important. Replica and Olsson have collaborated on previous projects in the calibration efforts of the early stages of model development. Olsson has been a user of Replica's platform and can attest to the helpfulness provided by Replica's support staff when requested. This reciprocated relationship, paired with the current connections with the City of Joplin and surrounding areas, provides a solid foundation for the entire team to collaborate throughout the project. We want to be your partner in serving the current and future transportation needs of your area. Listening and understanding the needs of all stakeholders is welcomed and encouraged. We understand that it will take input from all sides to make this tool useful.

O-D Report

Using the cloud-based Replica platform, Olsson will prepare an Origin-Destination report to document major findings such as the current travel patterns, heavily trafficked corridors and their potential capacity constraints, and areas with increased multi-modal influence. The report will help visualize the origin-destination data and make sense of the powerful platform.

This report will take the disaggregated data generated by Replica's simulated traffic demand model and interpret it to fit with and help contribute to JATSO's upcoming planning projects. We will reference the data to identify top internal destinations as well as high-travel routes within the region. In addition to referencing the raw origin-destination information, trip purpose, mode choice and travel patterns will also be identified. The patterns of external trips will also be reviewed to identify current preferred routes through the metropolitan area, as well as the primary locations where freight and private vehicles originate or terminate outside of the study area. The Replica platform can provide some broad metrics of economic flow within the region that will be referenced in the report. In addition to a summary of the data produced by Replica, a list of follow-up areas of interest that are recommended for further study will be provided. This may include recommendations for travel demand model updates, capacity analysis, interchange and corridor studies, and incident management.

Future Analysis

Forward thinking cities and MPOs such as yours understand that this O-D study is just the beginning. Southwestern Missouri is growing, and there is a strong need to continually assess the transportation system. This study will be used to identify areas for further investigation that perhaps will require a review from a different lens. A few potential examples include:

- Identifying an interchange nearing capacity with the need to evaluate using a more appropriate analysis tool to fully understand the pros and cons of different interchange alternatives.
- Recommendation of areas where multi-modal investment is necessary – potentially observing a high pedestrian area with limited multi-modal infrastructure in place.

The year 2020 showed us that travel patterns can change in an instant. Work habits and mode choice are changing. Future analysis of the system is imperative to maintain an understanding of the changing environment.

If desired, your users can keep this platform up-to-date with recent transportation infrastructure upgrades or development activity. Maintaining an effective and relevant analysis tool will need the help and ongoing support from your selected partners – we hope to fill that need and be an extension of your staff.

Public Engagement

One potential benefit of this tool and study is that it contains a variety of information that may help with public engagement efforts. The O-D study and analysis platform covers a wide area and can be used to provide supplemental data and graphics to help with current and future public meetings, websites, and many other applications. A picture is worth a thousand words especially as it relates to public engagement, and this tool can help tell the story in ways that were not previously available to us.

History with Joplin

At Olsson, we have a vested interest in continuing to improve the City of Joplin because we not only work here, but we also live here. Currently, we employ over 1,900 professionals across the firm, and our local office is located in the heart of the city in downtown Joplin. Our office hosts over 40 team members. Our knowledge and successful track record on your projects mean that we understand your policies and procedures, making your job easier for this project.

For example, after the city suffered infrastructure damage sustained by an EF-5 tornado, Joplin received Community Development Block Grant Disaster Relief (CDBG-DR2) funding. Using this funding, Olsson planned, designed, and oversaw rehabilitation of approximately 30 miles of neighborhood streets within the tornado disaster recovery area. These infrastructure projects enhanced overall neighborhood continuity and visual impact to achieve an inviting and sustainable environment.

What is the City of Joplin and partner agencies getting?

With the selection of Replica in response to the City of Joplin's Origin-Destination study RFP. The City of Joplin will be receiving a 1 year subscription to Replica data and all outputs associated with Replica's platform. Replica will grant 10 users access to the platform that can be changed and be associated with various organizations that were listed in the RFP. Along with access to the platform/data, Olsson's team of experts will be performing the Origin-Destination study and creating the report including visualizations of their findings with recommendations for further study and next steps.

Origin & Destination Data Requirements - Replica

Joplin Requirements	Replica
The system should measure and report origin-destination data primarily for all users, including, bicycle and motorized vehicles users.	Replica is able to provide origin-destination pairs for different modes of travel. Such as, Private Auto, Auto Passenger, Commercial Freight, Walking, Biking, and Transit.
The system should allow users to define an analysis zone or routes for reporting.	All data can be queried by standard geographies such as a block group, census tract, city or county. Custom created geographies can be uploaded by users and can be saved for repeated use. Replica utilizes Open Street Maps for its roadway network.
The system should be able to provide origin-destination data for analysis zones defined within the Jasper County and Newton County areas.	Replica provides trip characteristics (including origin and destination) at any geographical level such as a block group, census tract, city, county and custom geography.
The system should be accessible through commonly available computer software, such as a web browser.	Replica datasets are accessible via Replica's web based tool using a web browser.
The system should not require MPO to maintain servers, networking equipment, or field equipment.	Replica does not require any other entities to maintain servers, networking equipment or field equipment.
The system should allow MPO and its assigned users (which may include entities outside of MPO such as Jasper County, Newton County, cities within each county, MoDOT) access to the data portal. MPO may assign up to ten (10) users to the data portal. Users may be reassigned during the contract period.	Replica will provide access to ten (10) users. All ten users will have access to your specified region, unlimited data downloads, and unlimited support. The client will have the ability to reassign users during the contract period.
The system should be accessible by multiple users simultaneously.	Replica allows users to create their own login information. Each of the (10) users will have their own login and can access Replica's tool simultaneously.
The system should provide only non-personally identifiable data to the users	Replica provides only non-personally identifiable data to the users. Replica can present detailed, disaggregate data without compromising privacy

Team Organization

The Replica team has extensive experience providing data, customer support, and professional services to public agencies including cities and metropolitan planning organizations across the United States. Replica employees have first-hand experience working in state and local government, transportation planning, travel modeling, data engineering, data management/procurement, and machine learning.

Replica's Director of Client Services Lauren Massey will be Joplin's main point of contact and the person tasked with ensuring Joplin's success. Lauren will be supported by Replica's experts in machine learning, technical engineering, data management, and transportation modeling. The Replica team consists of:

- **Project Lead:** Lauren Massey (Director of Client Services)
  - **Senior Project Stakeholders:** Nick Bowden (CEO)
  - **Account Manager:** Logan Mormando (Growth)
  - **Technical Lead:** Alexei Pozdnukhov (Chief Scientist)
  - **Engineering Lead:** Kael Greco (Senior Engineer)
  - **Data Lead:** Brian Parr (Vice President, Data Management)
  - **Solutions Lead:** Charlie Bailey (Solutions Architect)
  - **Transportation Model Lead:** Albab Noor (Senior Data Scientist)
- **Olsson Team**
  - **Traffic Engineer / Planner:** Mike Schoelz, PE
    - Mike is a registered professional engineer but also brings a conceptual, planning mindset to the project team. With a solid foundation in macro-level planning analysis and a keen familiarity with tools like Vissum, and TransCAD. Mike brings a distinct perspective to the junction of traffic engineering and planning. His practical engineering expertise injects a real-world perspective into the platform.
  - **Traffic Engineer:** Jacob Berry, PE
    - Jacob will be overseeing not only the project's technical aspects but also the production of the Origin-Destination report. He has eight years of experience solving the traffic needs for his clients. He has a passion for traffic impact, corridor, and safety studies to identify improvements that benefit all roadway users and save lives. Jacob's projects have ranged in complexity from interchange sensitivity analysis to traffic impact studies for small scale developments and has seen those study recommendations through design and implementation. He also has experience in other aspects of corridor signal timing optimization, pedestrian and trail designs, and other traditional aspects of traffic engineering design. His applied knowledge will help the project team understand how the macro-level analysis findings have real-world impacts on the transportation system. He will help identify corridors worth further investigation and potential projects that may come out of this O-D study.

+ **QA/QC:** Tom Fulton
    - Tom is a dependable and dedicated figure in the ever-evolving landscape of traffic engineering. With a senior-level depth of knowledge in multiple areas of traffic engineering, Tom's expertise spans traffic and corridor studies, signal planning, intersection geometric enhancements, signing and marking, simulation and modeling. Additionally, Tom brings experience in O-D planning-level studies to the project, and he will take on the vital role of Quality Assurance and Quality Control (QA/QC) for the O-D report. His comprehensive skill set, along with his dedication and client-centric approach, ensures that the project benefits from a seasoned and detail-oriented professional who excels in solving complex traffic challenges
+ **Senior Traffic Engineer:** Kurt Rotering, PE, PTOE, RSP
    - Utilizing his broad breadth of experience, Kurt brings expertise to a wide variety of projects in traffic and transportation engineering including signal and roundabout design, large-scale campus planning and design, access management, traffic studies, and event traffic management. Kurt has worked on a variety of projects for various state DOT's and has extensive experience working with municipalities throughout Missouri. Kurt recently managed a project within the City of Shawnee, Kansas that utilized travel demand model findings to evaluate the changing land uses and increased demand along K-7, a regional connector and vital north/south corridor within the city.

Replica References

Reference 1: City of Overland Park; Sep 2020 - Present
Jack Messer, (913) 895-6191, jack.messer@opkansas.org

Reference 2: City of Olathe; Dec 2020 - Present
John Page,(913) 971-9039, jcpage@olatheks.org

Reference 3: Tahoe Regional Planning Agency; Jun 2023 - Present
Dan Segan, (775) 589-5233, dsegan@trpa.gov

Cost Estimate

Replica proposes an annual subscription for access to our data platform and data downloads across 10 users from the city of Joplin and partner agencies for an unlimited number of queries and data downloads at the rate of **$48,000 USD per year**. As part of Replica's teaming and staffing approach, Joplin will have access to our full team listed in this proposal. Their time and efforts to onboard, implement, and train Joplin and its regional partners are included in the cost of the annual subscription at no additional cost.

Proposed Joplin:

Date Submitted:	October 29, 2023
Contract Term:	1 Year + Options for multi-year
Annual Replica Subscription	Access to Replica's data ● 10 Users for Joplin / Partner Agencies ● Includes unlimited data downloads ● Includes unlimited data queries
Customer Support	Dedicated Customer Success Manager ● Support implementation, onboarding, and continued support throughout the lifecycle of this contract ● Technical,1:1, and in-app support as needed ● Community webinars and regional trainings
Total	**$48,000 USD** / Year

Olsson will conduct the Origin-Destination Report update for the JATSO MPO areas. This will include the aggregation, review, and summary of the data harnessed from the Replica platform as it relates to the area's transportation infrastructure and travel patterns. The O-D Report will include a summary of trip purpose, travel patterns, road usage & capacity, corridor life expectancy estimates, economic flow observations, recommended areas of future studies,and other notable findings. Updates to the model itself are not anticipated with this task (e.g. TAZ updates). Report graphics will be pulled from the Replica platform where possible. However, a review of corridor life expectancy, recommendations of future studies, and other post-processing characteristics will also be performed. A general breakdown of anticipated workflow tasks is provided below for reference. **The O-D Report task is anticipated to be approximately $87,856**.

Origin-Destination Report Cost Estimate:

Task Description	Team Leader	Technical Leader	Project Engineer	Associate Engineer/ Planner	Technician	Admin	Sub Total
A. General Project Management		6	30			4	$6,632
B. Project Meetings		8	8	8			$4,184
C. O-D Data Review	4	8	16	48			$11,804
D. O-D Data Aggregation & Report	8	16	68	216			$38,044
E. Draft Report	4	10	20	40	24	16	$15,982
F. Final Report	4	6	16	24	20	10	$11,210
TOTAL	**20**	**54**	**158**	**280**	**44**	**30**	**$87,856**

Noted Assumptions:

- Document is anticipated to be over 100+ pages in length including appendices.
- Freeport graphics will be pulled from Replica platform directly where possible. Some elements of post-processing will also be required for the report.
- Economic Flow Summary will include an evaluation of Replica platform-provided metrics.

Based on the provided scoping information and the expertise provided by this consultant team, our proposal is committed to not exceed a total of $135,856.

Schedule

Users will have access to Replica within one business day of contract execution with onboarding / training sessions at the customers desired times.

The anticipated schedule for the Origin-Destination Report, including draft/final report submittal and associated agency reviews, is included below. This assumes notice to proceed would occur in early December.

Origin-Destination Report Anticipated Schedule:

Notice to Proceed	December 1, 2023
Project Meetings, Data Review, Determination of Recommendations & Conclusions	December 2023 - March 2024
Draft Report for Agency Review	March 29, 2024
Agency Review	April 2024
Final Report for Agency Review	May 17, 2024
Agency Report Approval	June 2024

REPLICA

olsson

Work Examples

Joplin Area Transit Model - Olsson

Economic development is thriving in Joplin and the growth justified an analysis of the metropolitan area's transportation needs. The Joplin Area Transportation Study Organization (JATSO) turned to Olsson to complete an update of the Metropolitan Transportation Plan (MTP). Our transportation planners dove into studying all modes of transportation – auto, truck, bicycle, pedestrian, transit, etc. - in and around the City of Joplin.

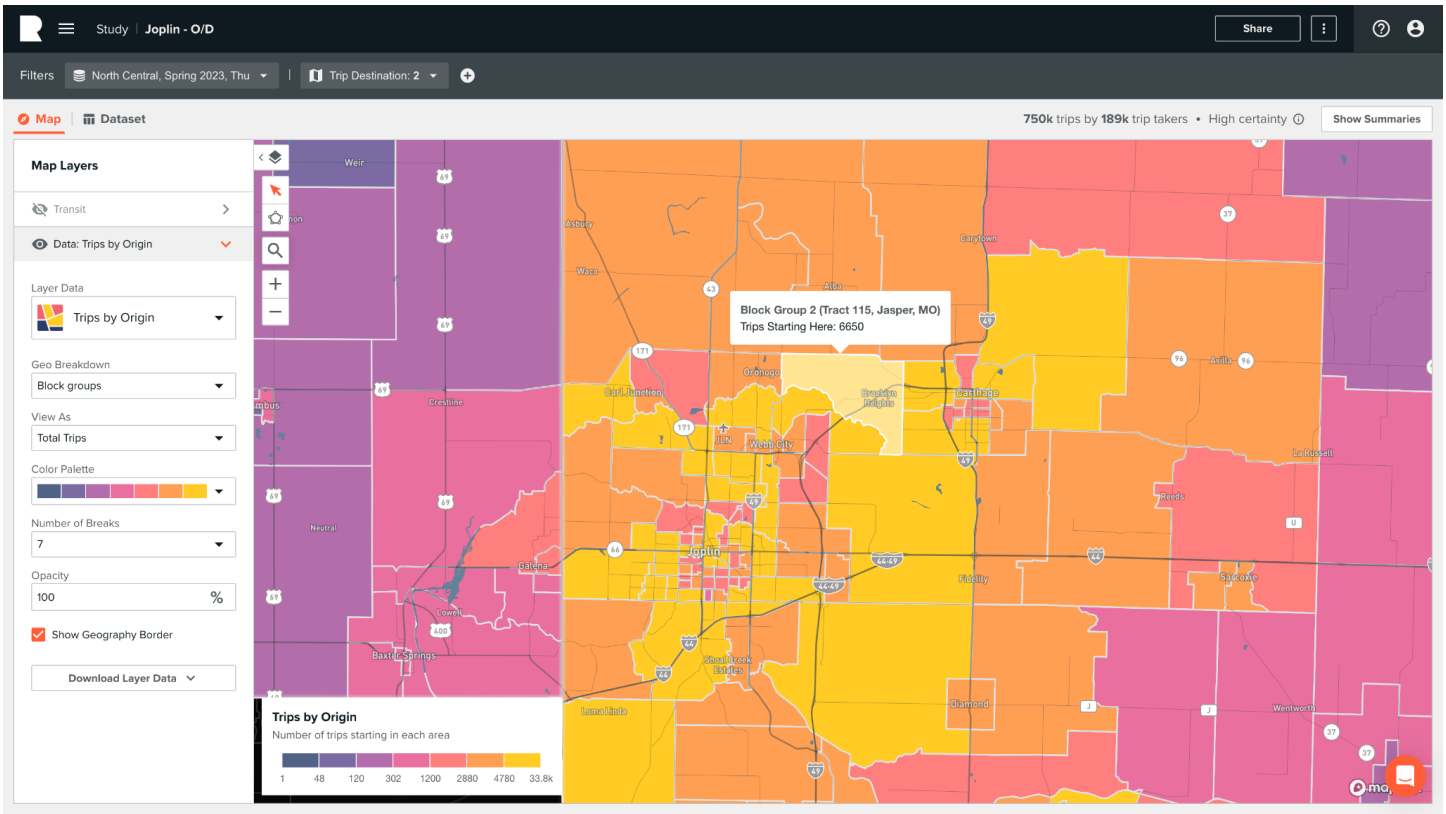
With the onset of the COVID-19 pandemic in the spring of 2020, Olsson quickly pivoted our outreach and public engagement to online and virtual meetings. The plan was built with the input of numerous stakeholder groups, and hundreds attended the virtual online "open houses" to review materials and provide input.

Through this process, and fueled in part by the pandemic, two trends became clear: the desire for increased active transportation connectivity and facilities for pedestrians and bicyclists; and the lack of widespread broadband options to facilitate work from home and remote learning. These desires surfaced not only from the general public, but also from chambers of commerce, visitor's bureaus, developers, business owners, and school districts. The stakeholders saw not only the benefit for existing residents and businesses, but the need for these expanded services to attract and retain new employees and residents.

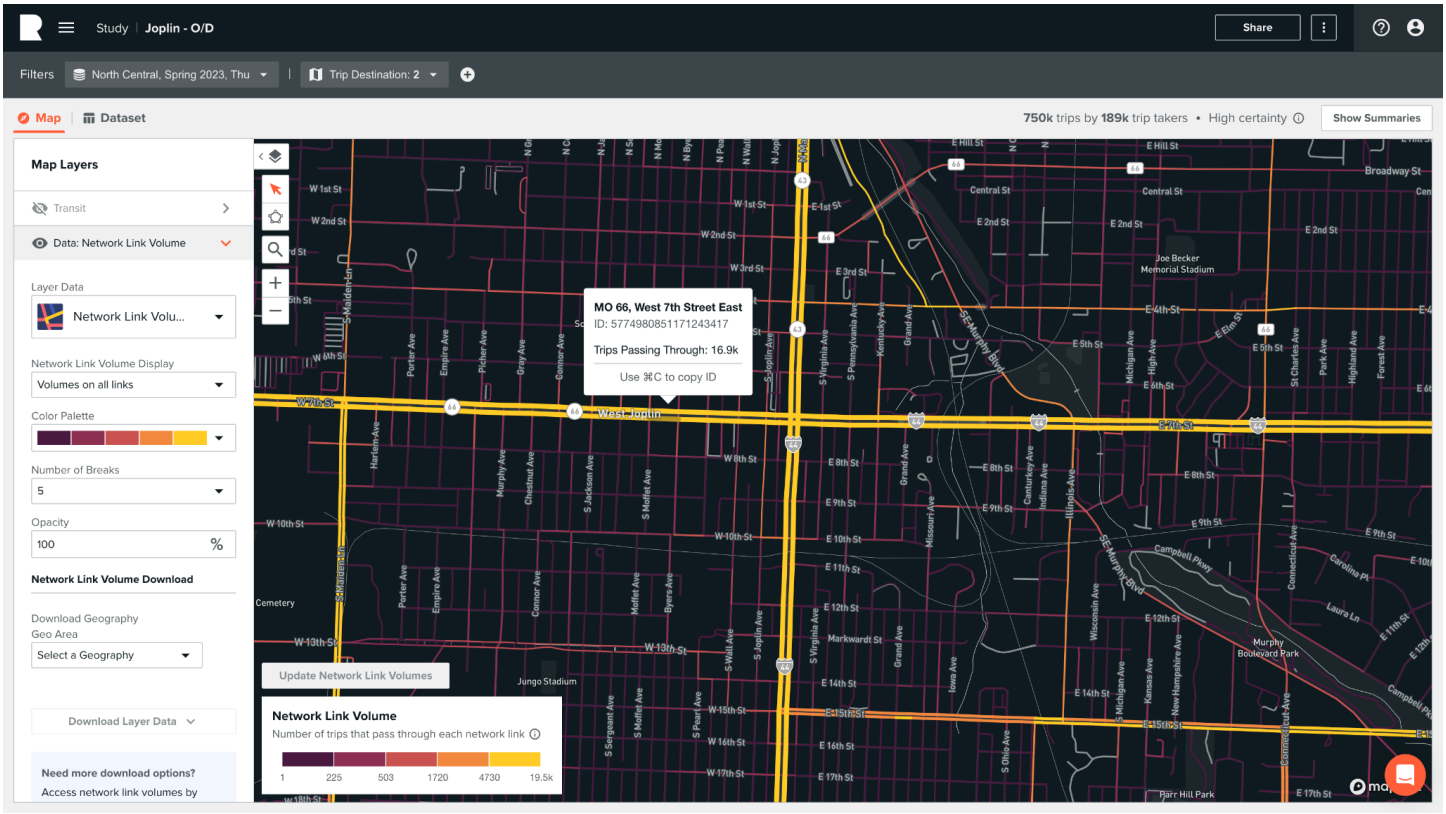
Reference: Keegan Stanton, JATSO, 417.624.0820 ext. 511

Replica Platform Example

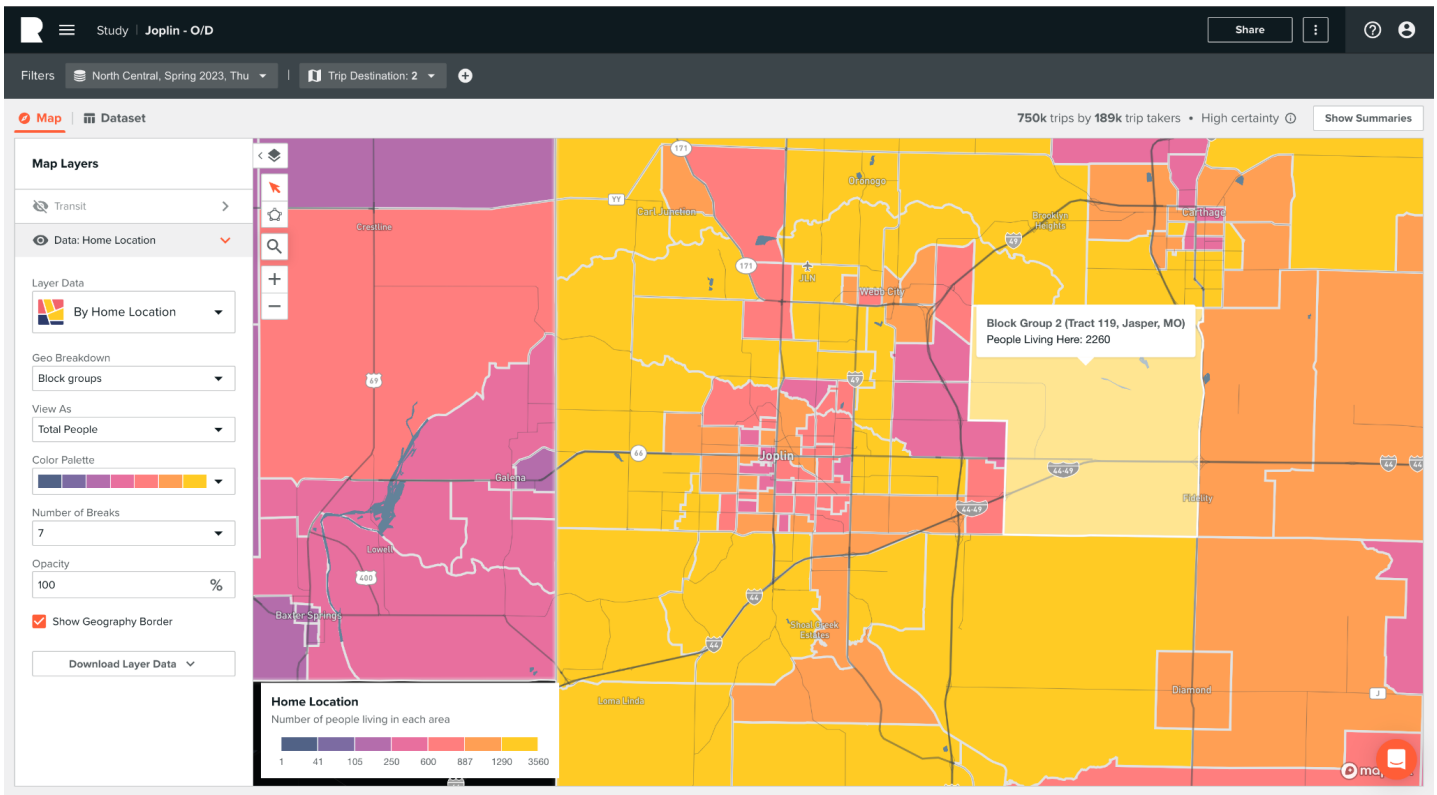
The image below shows Replica's platform displaying **trip origins** of trips ending in Jasper or Newton Counties



The image below shows a zoomed in screenshot of **network volumes** of trips that are ending in Jasper or Newton Counties



The image below shows **home locations** of individuals who on a typical weekday in the Spring of 2023, travel to Jasper or Newton Counties



City of Joplin

Origin & Destination Study Tabulation Sheet

11/22/2023

Reviewer's Name	Replica	Cambidge
Reviewer #1	93	67
Reviewer #2	100	85
Reviewer #3	90	65
Reviewer #4	89	81
Reviewer#5	87	66
Total	459	364

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

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

6. **Termination of Contract**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Consultant: REPLICA

By: Nick Bowden

Printed Name: Nick Bowden

Title: CEO

Date: 07 / 31 / 2024

By: _____

Troy Bolander

Director of Planning, Development & Neighborhood Services

Date: _____

Exhibit A

SCOPE OF SERVICES

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

PROJECT DESCRIPTION AND LOCATION

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

Project Description: 2024 Joplin Origin and Destination Study

SCOPE OF SERVICES

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

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

This Scope of Services includes the following:

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

1. PROJECT KICKOFF AND SCHEDULING

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

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

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

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

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

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

2. DEFINE STUDY AREA AND COLLECTION

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

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

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

3. ORIGIN - DESTINATION SURVEY

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

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

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

4. ORIGIN - DESTINATION DATA REQUIREMENTS

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

5. ORIGIN - DESTINATION DATA REPORT

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

ASSUMPTIONS & EXCLUSIONS

- All meetings are assumed to be virtual.

TOTAL COMPENSATION

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

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

EXHIBIT B

SCOPE OF SERVICES

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

PROJECT DESCRIPTION AND LOCATION

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

Project Description: 2024 Joplin Origin and Destination Study

SCOPE OF SERVICES

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

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

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

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

This Scope of Services includes the following:

1. Task Management
2. Origin & Destination Report

1. TASK MANAGEMENT

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

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

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

2. ORIGIN & DESTINATION REPORT

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

Report will include summaries on the following data categories:

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

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

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

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

DELIVERABLES

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

ASSUMPTIONS & EXCLUSIONS

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

SCHEDULE

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

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

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

Contracts $100,000 or greater

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

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

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

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

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

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

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

Civil Rights and Equal Opportunity

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

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

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

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

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

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

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

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

No Obligation by the Federal Government:

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

Termination Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nick Bowden
Signature of Contractor's Authorized Official

Nick Bowden, CEO
Name and Title of Authorized Official

07 / 31 / 2024
Date

Certification Regarding Lobbying

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

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

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

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

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

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

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

Nick Bowden
Signature of Contractor's Authorized Official

Nick Bowden CEO
Name and Title of Authorized Official

07 / 31 /...
Date

Signature Certificate

Reference number: 8T9QM-OMZQZ-FWJMG-SIBAM

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

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

Signed with PandaDoc

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COUNCIL BILL NO. 2024-281 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Replica for Professional Planning Services relating to the creation of the 2024 Origin & Destination Study for the Joplin Area Transportation Planning Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

WHEREAS the Joplin Area Transportation Planning Organization (JATSO) determines the flow and adequacy of existing traffic routes, identifies potential transportation infrastructure problems, and develops trip generation and trip distribution modes with Origin & Destination Studies.

WHEREAS the Joplin Area Transportation Planning Organization (JATSO) updates the Origin & Destination Study, as needed. JATSO last updated the Origin & Destination Study in 2007.

Section 1. That the City enter into an Agreement by and between the City of Joplin and Replica for Professional Planning Services relating to the creation of the Joplin Area Transportation Planning Organization's 2024 Origin & Destination Study in the not to exceed total amount of One Hundred Thirty-Five Thousand Eight Hundred Fifty-Six and 00/100 dollars ($135,856) attached herto as Exhibit A.

Section 2. That the City Manager, or his designee, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement, in substantially similar form, by and on behalf of the City of Joplin with Replica.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2024, by a _____ vote.

_____

ATTEST: Keenan T. Cortez Sr., Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney