AGREEMENT*
BETWEEN
THE JOPLIN INDUSTRIAL DEVELOPMENT AUTHORITY
AND
ALLGEIER, MARTIN AND ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of August 12, 2015 between the Joplin Industrial Development Authority (OWNER) and Allgeier, Martin and Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER). OWNER intends to construct road improvements in the Joplin Crossroads Industrial Park consisting of approximately 2,400 lineal feet of roadway known as East 24th Street and Road "A-1".

OWNER and ENGINEER, in consideration of their mutual covenants, herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 – BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional design, bidding, and construction phase services as hereinafter stated that include customary civil engineering services.

1.1.2 Coordinate the design phase of the Project with those State and Federal agencies having jurisdiction over the project.

1.2 Design Phase

Upon execution of this Agreement, ENGINEER shall:

1.2.1 Meet with OWNER and City of Joplin to discuss recommendations, project expectations, and costs.

1.2.2 Conduct hydrologic/hydraulic analysis of the existing drainage basins above each drainage structure crossing under proposed roadway.

1.2.3 Conduct topographic survey required for design of the project, locating property lines, setting control, and locating utilities.

1.2.4 Conduct research and investigation into existing utilities located within the project boundaries.

1.2.5 Prepare a site plan depicting existing improvements within the project, including known utilities.

1.2.6 Conduct geotechnical investigation within proposed roadway and prepare report with recommendations on depth of undercut, compaction requirements, and pavement analysis. This work will be sub-contracted to Palmerton and Parrish.

1.2.7 Prepare engineering reports, hydrologic and hydraulic calculations, and preliminary design documents consisting of final design criteria and preliminary drawings, and review same with regulatory agencies and OWNER.

Upon acceptance of items listed in 1.2.7 by the OWNER, ENGINEER shall:

1.2.8 Prepare final engineering drawings, specifications, bid documents, and cost estimates for the project to be bid.

1.2.9 Perform plan reviews for constructability, alternatives, clarity, accuracy, and construction conflicts.

1.2.10 Coordinate necessary utility relocations.

1.2.11 Furnish three copies of the above documents and present and review them in person with OWNER and City of Joplin.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

Upon execution of this agreement by the OWNER, and following the completion of the appropriate design-phase elements of the project, the ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project in accordance with related CDBG-DR requirements outlined in 24 CFR 570. Deloitte Advisory will be responsible for insuring these requirements are followed as a part of their service to the City of Joplin.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.5 Submit to appropriate regulatory agencies the bid documents and revised cost estimates, and other post-bid documentation required by the CDBG program.

1.3.6 Assist OWNER in evaluating bids or proposals and in assembling and awarding contract.

1.3.7 Attend scheduled pre-bid and/or pre-construction conferences.

1.3.8 Review contractor's proposed project schedule and provide OWNER with estimates of required Project cash-flow.

1.3.9 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.10 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.11 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.12 Assist OWNER with providing documentation to OWNER's representatives for CDBG reimbursement requests.

1.3.13 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.11.

1.3.14 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.15 ENGINEER shall provide Construction Materials Testing (CMT) services through sub-contracted services with Palmerton and Parrish. MT Services will be provided by a qualified technician. CMT services anticipated to be required for this project include, observe roadway stripping, undercutting and proof-rolling, perform classification & moisture-density testing on proposed earth fill material, provide recommendations for any subgrade stabilization procedures required, observe fill placement & perform compaction testing using field nuclear density test methods, perform baserock compaction testing using field nuclear density test methods, Perform field concrete sampling & testing for concrete pavement, and perform concrete compressive strength testing upon molded concrete specimens & report results.

1.3.16 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.15, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with local personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent

to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the

Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types that are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others.

2.1.2 Services to identify wetlands, wetlands mitigation, and/or any services related to special stream bank stabilization practices required by governmental authorities.

2.1.3 Providing geotechnical investigations beyond what is described in 1.2.6.

2.1.4 Services resulting from significant changes in extent of the Project or its design, including, but not limited to, changes in size, location, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.5 Providing any type of field and engineering surveys and staking beyond those set forth in paragraph 1.2.3 and 1.3.15.

2.1.6 Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals;

property and boundary surveys not associated with the stormwater improvements; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing the services of special consultants for other than the normal civil, structural, hydraulic, and hydrology engineering, such as those required for communications, acoustics, and landscaping, and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.8 Services after completion of the construction phase, such as inspections during any guarantee period, and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.9 Review of contractor's payroll records and/or pay applications.

2.1.10 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing, or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.11 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards that OWNER will require to be included in the drawings and specifications.

3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including, without limitation, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; archaeological investigations; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; utility surveys; property descriptions; zoning, deed, and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.6 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project and such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.

3.7 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.

3.8 Provide a Resident Project Representative and other field staff to observe the performance of the work of the construction contractor unless these services are included in this contract.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

3.10 Furnish, or direct in writing ENGINEER to provide necessary additional services as stipulated in Section 2 of this Agreement or other services as required.

3.11 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 – PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the design phase. ENGINEER's obligation to render services hereunder will extend for a period that may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by OWNER, ENGINEER shall proceed with the performance of the services called for in Section 1, as follows:

4.2.1 Assuming that the Notice to Proceed will be issued before August 17, 2015, conceptual design and cost estimate shall be completed around September 14, 2015.

4.2.2 Design phase for the Project shall be completed around September 30, 2015.

4.2.3 Bidding phase time frame shall be controlled by the OWNER, but is anticipated to take place in October 2015.

4.2.4 Construction is planned to be completed by February 2016.

4.3 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and ENGINEER's maximum fee shall be adjusted appropriately.

SECTION 5 – PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number Two to Exhibit A: "RATE SCHEDULE 2015-2016"; with a total compensation ceiling of $127,530, with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Design, Bidding and Construction Phase Engineering Services	$75,000
Full Time Resident Project Representation Services	$39,000
Geotechnical Report and Construction Testing Services	$13,530
Total Estimated Maximum Fee	$127,530

5.1.2 Additional Services. OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.11, inclusive, on the basis of the labor rates shown in Exhibit A.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.7 and 2.1.8, the actual amount billed to ENGINEER by the special consultant plus ten percent.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4 below.

5.2 Times of Payments

5.2.1 For Design Phase Services (Paragraphs 1.2 and 1.3). ENGINEER shall submit statements for basic and additional services rendered upon submission or completion of deliverable items set forth in paragraphs 1.2 and 1.3 of this Agreement. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in performance of this Agreement at the time of billing.

5.2.2 For Bidding and Construction Phase Services (Paragraphs 1.4 and 1.5). ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. The total amount of these invoices, plus all previous invoices for this project, shall not exceed $246,000, unless the Project scope has been expanded at the OWNER's request.

5.3 Other Provisions Concerning Payments

5.3.1 OWNER shall make prompt payments in response to ENGINEER's statements. If OWNER fails to make any payment due ENGINEER for acknowledged services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses. The 1% per month charge shall not be applied to ENGINEER's charges for services that are contested by the OWNER.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, plus all termination expenses.

5.4 Definitions

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: transportation, lodging, and subsistence incidental thereto; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 – OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If, prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost, he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Controlling Law

This Agreement is to be governed by the laws of the State of Missouri.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance

ENGINEER shall, as part of this Agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of $2,000,000.

SECTION 8 – SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1 The following exhibit is attached to and made a part of this Agreement: Exhibit A "Rate Schedule" consisting of one page.

8.2 This Agreement, (consisting of pages 1 to 9, inclusive), together with the exhibits identified above, constitute the entire Agreement between OWNER and ENGINEER, and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
JIDA

(Authorized Signature)

Rob O'Brian
(Printed Name)

Vice President
(Title)

ATTEST:

Tonya Sprenkle

ENGINEER:
ALLGEIER, MARTIN AND ASSOCIATES, INC.

(Authorized Signature)

Kurt Higgins, P.E., Vice President

*This Agreement is modeled after the standard form of agreement prepared and published by the National Society of Professional Engineers, the American Consulting Engineers Council, and the American Society of Civil Engineers.

STATE OF MISSOURI))ss

COUNTY OF Jasper)

AFFIDAVIT
(as required by Section 285.530, Revised Statues of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Kurt Higgins, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Kurt Higgins and I am currently the Vice President of Allgeier, Martin and Associates, Inc. (hereinafter "Contractor"), whose business address is 7231 E. 24th Street "and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and Joplin Industrial Development Authority.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not. Kurt Higgins

Affiant

MARK A. HENDRICKS
Notary Public-Notary Seal
State of Missouri, Newton County
Commission # 15422664
My Commission Expires May 3, 2019

Subscribed and sworn to before me this 15 day of April, 2016. Commission # Mark A. Hendricks

E-Verify

Company ID Number: 241962

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer ALLGEIER, MARTIN and ASSOCIATES, INC.

Robert D Carpenter	
Name (Please Type or Print)	Title
Electronically Signed	08/26/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	08/26/2009
Signature	Date

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

Allgeier, Martin, and Associates, Inc. 7231 East 24th Street, Joplin, MO 64804

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   ☐ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   ☐ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

   ☐ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   ☐ YES ☐ NO

NAME AND TITLE OF SIGNER (Please type):

Kurt Higgins, P.E., Vice President

Kurt Higgins 04-15-2016

SIGNATURE DATE

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

(For contracts, grants, cooperative agreements, and loans over $100,000)

The undersigned certifies, to the best of his knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over $100,000, 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 impost by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Allgeier, Martin and Associates, Inc.

Name of Entity (city, county, contractor, etc.)

Kurt Higgins, P.E., Vice President

Name of Certifying Official (Mayor, Presiding Commissioner, President, etc.)

Kurt Higgins

Signature of Certifying Official

04-15-2016

Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF Jasper

Kurt Higgins, P.E., Vice President being first duly sworn, deposes and says that he is
Title of Person Signing

of Allgeier, Martin and Associates, Inc.
Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that the bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to me this 15 day of April 2016.

_____
Notary Public

My Commission Expires May 3, 2019

MARK A. HENDRICKS
Notary Public-Notary Seal
State of Missouri, Newton County
Commission # 15422664
My Commission Expires May 3, 2019