COUNCIL BILL NO. 2015-407 ORDINANCE NO.2015-206

AN ORDINANCE approving the City of Joplin to execute Work Authorization Number 4 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide implementation and administrative activities, not to exceed One Million, Six Hundred Fifty Thousand Dollars ($1,650,000.00) and authorizing the Director of Planning, Development and Neighborhood Services to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City execute Work Authorization Number 4 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Deloitte & Touche L.L.P. to provide planning and administrative activities, not to exceed not to exceed One Million Six Hundred Fifty Thousand Dollars ($1,650,000.00).

Section 2. That the Planning, Development and Neighborhood Services Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement, or in substantially similar form, for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 7th day of December, 2015, by a vote of 9-0.

Michael L. Seibert, Mayor

ATTEST:

Barbara L. Hogelin

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY		CONSULTANT	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Deloitte & Touche LLP Address: 400 West 15th Street, Suite 1700 Austin, Texas 78701	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Kathryn Schwerdtfeger Partner	
Department: Planning Development & Neighborhood Services		Phone: 512-691-2333	Fax: 512-480-1333
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER 4
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated November 30, incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Deloitte & Touche LLP ("D&T") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated August 1, 2014 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

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

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

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

5. **Payment**.

Client will compensate D&T under the terms in Exhibit A for the Services performed under this Work Authorization.
A) Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 4 exceed the sum of $1,650,000.00.

A) Insurance. Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to maintain the required insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty five days after the applicable policies renew. Consultant shall provide thirty

(30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

7. Additional Terms. The City shall indemnify and hold harmless Consultant, its subsidiaries and subcontractors, and its and their respective personnel from all Claims (as defined in the Agreement) attributable to claims of Wallace Bajjali Development Partners, L.P., its subsidiaries, affiliates, subcontractors, or assignees, or its or their respective personnel relating to the Services or Deliverables, and the limitations of liability in Section 17 of the Agreement will not apply to such obligations of the City.

8. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, Interim City Attorney

Consultant: Deloitte & Touche LLP

By: Kathie Schwerdtfeger

Printed Name: Kathryn Schwerdtfeger

Title: Partner

Date: December 16, 2015

CITY OF JOPLIN

By:

Troy Bolander
Director, Planning Development & Neighborhood Services

By:

Sam Anselm
City Manager

Date: 12/22/15

EXHIBIT A - WORK AUTHORIZATION NUMBER 4

1. General:

The Scope of Services identified in this Work Authorization are associated with both the Second Partial Action Plan and Third Partial Action Plan as outlined below.

As of the Fifth Partial Action Plan
Adopted by the City of Joplin with Resolution No. 2015-214 on August 17, 2015. The total funds, as approved by the City of Joplin for obligation is $42,524,425 (Grant No. B-13-MS-29-0001) with a budget breakdown as follows:

Activity Costs:	$39,058,669
Administration Costs:	$ 1,237,756 (internal & consultant combined)
Planning Costs:	$ 2,228,000

In accordance with current CDBG-DR requirements, all obligated funds are to be expended within two years of the date of obligation.

2. Definitions:

Program Administration Costs (PACs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR administrative activities.

Planning Costs (PC) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR planning activities.

Activity Delivery Costs (ADCs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR activities. All ADCs are allocable to a CDBG-DR activity, including direct and indirect costs integral to the delivery of the final CDBG-DR-assisted activity. CDBG-DR expenditures for activity delivery costs are not governed by 24 CFR 570.205 and 570.206.

3. Term:

All work tasks under this Work Authorization shall be completed no later than April 30, 2016 unless specifically agreed to in writing by the City of Joplin.

4. Scope of Services for Proposed Work Authorization Number 4:

5.0 Design Contractor Procurement	
5.1 Develop RFQ	
	5.1.1 Develop RFQ based on scope definition documents to identify potential qualified design firms
	5.1.2 Identify requirements for cost and schedule earned value reporting (milestones, man-hours) and formats for deliverables to be included
5.2 Public Announcement	5.2.1 Support City in issuing public announcement information regarding upcoming tenders
5.3 Vendor Procurement	
	5.3.1 In line with City, State and HUD procurement guidelines, confirm compliance with bid process

	5.3.2 Document bid evaluation assurance plan (technical and commercial opening, independent scoring confirmation)
5.4 Technical Evaluation	5.4.1 Document technical evaluation process and criterion, input industry standard practice where appropriate
	5.4.2 Document completion of bid evaluation process
5.5 Contract Development / SOW	5.5.1 If external counsel is required to vet contractual language or terms and conditions, recommend counsel be engaged and manage counsel's procurement and input into documents
5.6 Council Review	5.6.1 Monitor council review, assist in presentation for approval
5.7 Contract Award	5.7.1 Support City in issuing notice of award, and coordination of vetting for approvals by both parties
6.0 Environmental Review	
6.1 Define Project Scope	6.1.1 Aggregate geographically or functionally related activities
6.2 Determine Level of Review	6.2.1 Determine 'Exempt Activities' is required
	6.2.2 Determine 'Categorically Excluded' "Subject to" ("CEST") is required
	6.2.3 Determine 'Categorically Excluded' "Not Subject to" ("CENST") is required
	6.2.4 Determine if Environmental Assessment ("EA") is required
	6.2.5 Determine if Environmental Impact Statement ("EIS") is required
6.3 Identify and evaluate alternatives	6.3.1 Procure, manage and monitor performance of project-specific EA by external vendor
6.4 Minimize adverse impacts	6.4.1 Discuss options with City for minimizing impacts, incorporate into project definition documents once approved. Consider impacts to existing design.
6.5 Complete Compliance Documentation	6.5.1 Complete documentation, as required, for CFR 58.6 Compliance (all projects)
	6.5.2 Complete documentation, as required, for CFR 58.5 Compliance (CEST, EA, and EIS)
6.6 Prepare Notifications and Correspondences	6.6.1 Prepare public and agency correspondences (e.g. Finding of No Significant Impact "FONSI") as requested by the City.
	6.6.2 Prepare official notices (e.g. Notice of Intent to Request Release of Funds "NOI/RROF") as requested by the City.
6.7 Compile Project Records and Perform QA/QC	6.7.1 Compile correspondences, compliance documentation, supporting attachments, and other files relevant to the environmental review for City records

	6.7.2 Perform periodic QA/QC throughout the Environmental Review process to ensure adequacy and sufficiency of data.
7.0 Design	
7.1 Programming	7.1.2 Review design contractor payment applications for progress
7.2 Schematic Design	7.2.1 Monitor and confirm schematic design complete
7.3 25% Design Complete	7.3.1 Monitor and confirm 25% design completion
7.4 Design Development	7.4.1 Monitor and confirm DD milestone achieved
7.5 Internal Design QA/QC #1	
	7.5.1 Monitor QA/QC process in line with City requirements.
7.6 75% Design Complete	7.6.1 Monitor and confirm 75% design complete
7.7 Construction Documents	7.7.1 Monitor documents are 'Issue for Construction'
7.8 Internal Design QA/QC #2	
	7.8.1 Monitor QA/QC process in line with City requirements.
	7.8.2 Procure independent design-check services if required due to technical issues/work load
7.9 100% Design Complete	7.9.1 Monitor and confirm 100% design complete
8.0 Construction Procurement	
8.2 Bid Advertisement	8.2.1 Develop advertisement document for issuance by the City
8.3 Public Meeting/Bid Opening	8.3.1 Coordinate public meetings and bid openings as required
8.6 Council Review	8.6.1 Monitor council review, assist in presentation for approval
8.7 Contractor Documentation	8.7.1 Review documentation for compliance, coordination of vetting for approvals by both parties
8.8 Contract Award	8.8.1 Support City in issuing notice of award
8.9 Preconstruction Meeting with Awardee	8.9.1 Conduct preconstruction meeting to confirm plans, timetables, deliverables and processes for reporting, change management etc
8.10 Construction NTP	8.10.1 Develop NTP for issuance by City
9.0 Construction	
9.1 Mobilization	9.1.1 Review mobilization plan, incorporate milestones into integrated project schedule
9.2 Construction	
	9.2.1 Monitor construction progress through milestones and deliverables prescribed to contractors, periodic site visits
	9.2.2 Review contractor payment applications for progress

9.3 Project Change Management	9.3.1 Define change management process and monitor for project cost/schedule impacts
	9.3.2 Assess potential change order/claims and associated cost/schedule impacts
	9.3.3 Review associated estimates; determine if independent estimate is required
	9.3.4 Incorporate pending and approved change orders into project cost reports and schedules
9.5 Closeout & Punch lists	9.5.1 Project close-out assistance through compilation of documentation, registers and monitoring of punch list resolution

In addition, we also further explored the guidance regarding costs that are attributable to projects (referred to by HUD as 'Activity Dependent Costs'). Attached is a snapshot of costs estimated for Work Authorization Number 4 which we anticipate can be classified as ADC/project-specific costs or program administration costs.

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs as ADC/project-specific. The majority of the tasks we propose under this 'Work Authorization 3' we anticipate will be ADC/Project-specific. We anticipate that time incurred in preparing non-project specific deliverables would be allocated as an administrative cost (for example, any project information that was to be included in a report to HUD, City Council updates, etc.) In addition, it might be that procurement activities – which are currently noted as administrative costs in our table above – could also be eligible as ADC/project-specific costs. Referencing CPD 13-07, costs initially identified as Program Administration - but shown as part of the project implementation and identified with a final cost objective - may be able to be reclassified as ADC/project-specific costs. The City should consider proceeding with keeping these costs under Program Administration until these projects move towards construction, at which time they may be able to be converted to ADC/project-specific costs as well.

5. BUDGET

The grant budget line-item amounts below shall be applicable only to expense incurred during the following
Applicable Period: BEGIN: November 23, 2015 END: April 30, 2016

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	VALUE	TOTAL PROJECT
25	Activity Delivery Costs (ADC)/Project-specific Costs		$1,200,000.00
	Planning Costs		$0.00
	Program Administration Costs		$300,000.00
	Total Travel Costs		$150,000.00
26	**GRAND TOTAL**		$1,650,000.00

6. Payment /Fee Schedule:

In the event Consultant is asked to undertake certain activities which constitute ADC tasks, we will identify these activities for the City and request permission to bill these costs separately, outside of the program administration costs budget. The Consultant hourly rate schedule *(see below)* will apply for all tasks under this Work Authorization. These rates are effective until May 31, 2016.

Our per-hour billing rates are provided below.

Role	Hourly Rate
Partner, Principal, Director	$249.26
Program/Senior Manager	$221.45
Manager	$194.67
Senior Staff	$165.83
Junior Staff	$140.08
4J Functional Lead	$125
Associate II	$100
Associate I	$50
Associate	$40
Administrative Assistant	$22

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

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

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

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

- The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
- The amount separated by Activity Delivery Costs and Program Administration Costs. [Note: Consultant will request additional reimbursement for those activities the City agrees that are Activity Delivery Costs beyond the Program Administration Costs paid through this contract.]
- The amount reimbursed by Grant Budget line-item to date.
- The total amount reimbursed under the Grant Contract to date.
- The total amount requested (all line-items) for the Invoice Period.

C. Budget Line-items:

- Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
- Consultant may vary from a Grant Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget.
- Any increase in the Grant Budget, grand total amounts shall require an amendment of the Partial Action Plan in accordance with all applicable CDBG-DR policies and requirements.

AGREED AND ACCEPTED:

DATE: December 16, 2015

Deloitte & Touche LLP

BY: Kathie Schwerdtfeger

NAME: Kathryn Schwerdtfeger
TITLE: Partner

City of Joplin

BY: _____

NAME:
TITLE: