CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, dated effective as of 4/12, 2016 is between City of Joplin located at 602 S. Main Street, Joplin, MO 64801 (herein "Client") and C.D.L. Electric Company, Inc., a Kansas corporation, located at 1308 N. Walnut, Pittsburg, KS 66762 (herein "Consultant").

1.0 Scope of Services

During the term of this Agreement, Consultant will furnish the services set forth in the attached Statement of Work, incorporated by reference as Exhibit A. Consultant will perform such services on a time and materials basis and as an independent contractor, not as an employee or agent of Client.

2.0 Term of Agreement and Termination

The Agreement will commence on April 12, 2016. Either party may terminate its obligations under this Agreement, with or without cause, by giving thirty (30) days written notice to the other party.

3.0 Payment

As sole compensation for services to be performed by Consultant hereunder, Client will pay Consultant in U.S. dollars at the rates and in the manner set forth in Exhibit A. In no case will the compensation exceed Three Hundred Twenty and 00/100 Dollars ($320.00).

4.0 Compliance with Laws

Consultant will comply with all applicable state, federal and local laws, and executive orders and regulations in the performance of its services under this Agreement. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

5.0 Additional Terms

5.1 Intellectual Property. All content, documentation, and any other work products prepared by Consultant's personnel or personnel under this agreement shall belong exclusively to the Client upon full payment of the work provided.

5.2 General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor 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 Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor 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 Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

5.3 Liability and Indemnity.

a. In no event shall the City be liable to the Contractor 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.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees

5.4 Amendment, Modification, and Waiver. No provision of this agreement may be modified, waived, terminated or amended except by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

C.D.L. Electric Company, Inc.

By: James Villamaria

Title: Executive VP, COO, General Counsel

Signature: _____

Date: April 7, 2016

City of Joplin

By: Samuel L. Anselm

Title: City Manager

Signature: _____

Date: 4/17/2018

EXHIBIT A

STATEMENT OF WORK

This is an attachment schedule to the City of Joplin and C.D.L. Electric Company, Inc. contract agreement dated 4/12, 2016.

Services:	Development of designs for five 24"x36" interpretive panels for Joplin's Mercy Park as described in the March 22 bid request; this is a project of the Community Development Block Grant Disaster Recovery Grant award. Consultant shall submit a proof of each sign to Client for approval before finalizing and producing any panels. Client will not be liable for payment of any panels not approved by Client.
Individuals:	Brett Wheeler
Start Date:	4/12/16
Completion Date:	Ongoing as needed by City of Joplin management.
Work Product:	Five interpretive designed panels
Compensation:	$42.50.00 per hour setup; $37.50 per hour revisions. In no case will the compensation exceed Three Hundred Twenty and 00/100 Dollars ($320.00). Client and Consultant may contract, in writing, for additional services at the rates described in Exhibit A.
Billing Period:	Every 30 days.
Payment Dates:	30 days from Client's receipt of Consultant's invoice.

C.D.L. Electric Company, Inc.

By: Brett Wheeler

Title: President

Signature Brett L

Date 4/12/16

City of Joplin

By: Sean M. Ahlm

Title: City Manager

Signature

Date 4/13/2016

CITY OF JOPLIN, MISSOURI
WRITTEN BID TABULATION FORM
ITEMS VALUED UNDER $15,000 BUT OVER $3,000

ITEM DESCRIPTION:_____ Mercy Park Interpretive Panels Writing

DATE VENDOR NOTIFI 3/31/16

REQUISITION NUMBER:___ Park - 3.30.16

DEPARTMENT:_____ Planning

RECEIVED BY:_____ Tony Robyn

VERIFIED BY:_____

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	WRITTEN BID AMOUNT
CDL Electric Inc.	3/30/2016	Brett Wheeler	brett.wheeler@cdl-elec	N	42.50/$37.50/hr
Sign Designs	3/30/2016	John Hipple	417-624-8688		$85/hr
ThunderGraphix	3/23/2016	Caitlin Miller	417-782-7291		Declined work

****ATTACH ALL WRITTEN BID DOCUMENTS FROM VENDORS****

CITY OF JOPLIN MISSOURI

Planning, Development & Neighborhood Services
602 S. Main Street
Joplin, Missouri 64801
(417)624-0820 x541
Fax (417)625-4738

DATE:	July 8, 2016
CONSULTANT:	CDL Electric
PROJECT:	Design Services for Mercy Park panels
AMENDMENT OF PROJECT:	Additional Design/Editing and Time Extension

WORK TO BE COMPLETED ON OR BY AUGUST 31, 2016: Additional design services for a park introductory panel modifying the agreement and increasing the review time and number of panels from five and adding a sixth. This amendment adds additional editing and layout services and includes sourcing images for the panels. Consultant shall utilize the fee schedule set forth in "Exhibit A" attached to Contract signed on April 11, 2016 and shall not exceed the sum of $1,620 for aforementioned additional services.

YOU ARE HEREBY NOTIFIED TO PROCEED ON THE ABOVE PORTION OF THE CONTRACT AGREEMENT.

CITY MANAGER

TONY ROBYN/PROJECT MANAGER
ASSISTANT DIRECTOR OF PLANNING, DEVELOPMENT,
AND NEIGHBORHOOD SERVICES

CONSULTANT