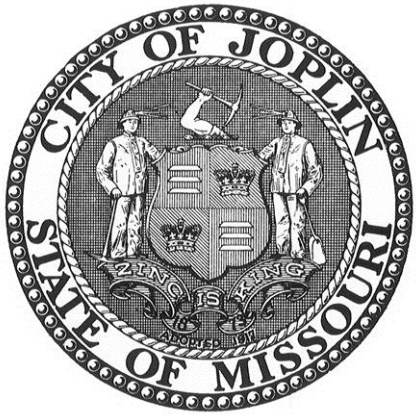
REQUEST FOR PROPOSAL (RFP)
FOR RELOCATION SERVICES



Request for Proposal
Relocation Services for Joplin Public Library
2017-RFP-03

Economic Development Administration
Project #05.79.05345

REQUEST FOR PROPOSAL (RFP)
FOR RELOCATION SERVICES

FOR JOPLIN PUBLIC LIBRARY
TABLE OF CONTENTS

I	GENERAL INFORMATION	3-4
II	SUBMITTAL REQUIREMENTS/SCHEDULE	5-8
III	EXHIBIT A – SCOPE OF WORK	9-10
IV	EXHIBIT B – DESCRIPTION OF COLLECTION	11-12
V	EXHIBIT C – CURRENT LIBRARY PLAN & LAYOUT	13
VI	EXHIBIT D – NEW LIBRARY PLAN & LAYOUT	14
VII	EXHIBIT E – PRICING MATRIX	15
VIII	EXHIBIT F – CITY WORK AUTHORIZATION FORM	Attached (4 pages)
IX	EXHIBIT G – JOPLIN AGREEMENT FORM	Attached (5 pages)

CITY OF JOPLIN
REQUEST FOR RELOCATION SERVICES

The City of Joplin, Missouri will accept sealed proposals until 2:00 P. M., Monday – February 27, 2017 at the Joplin City Hall, 602 S Main, Joplin, Missouri, 64801 for the following:

RELOCATION SERVICES
JOPLIN PUBLIC LIBRARY

Specifications and bid forms are available from Tony Robyn, Assistant Director Planning/Development at 417-624-0820, ext. 541, by writing to the address indicated above or by visiting www.joplinmo.org/bids. Any proposals received after the specified deadline will be returned to the respondent.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals on all City purchases.

A general description of scope of work for this RFP is attached as Exhibit "A".

CITY OF JOPLIN reserves the right to refuse and reject any or all PROPOSAL and to waive any or all formalities or technicalities. The City will make awards on the basis of low and qualified bid. The City of Joplin will make the award deemed in its best interest and hold the qualification for a period of 60 days without taking action. Proposals submitted past the deadline date and time will not be accepted.

CITY OF JOPLIN
REQUEST FOR RELOCATION SERVICES

1) The City of Joplin invites the submittal of responses to this Request for Proposals (RFP) from qualified firm(s) interested in providing relocation services in connection with the Joplin Public Library as herein outlined.
2) On behalf of the Joplin Public Library, the City of Joplin is constructing a new 58,000SF public library located at 1901 E. 20th Street, Joplin, MO. The City and its designated Project Development Manager, CBC Real Estate Group "CBC" are interested in obtaining the services of a relocate firm to relocate the collection, minimal furniture and equipment of the existing library.
3) The City of Joplin "City" and Joplin Public Library "Library" proposes to retain a highly qualified, capable firm with experience moving large libraries to perform the relocation of the Joplin library collections, staff files, historic furniture, computer and office equipment. The City and library will give prime consideration to the relocation firm with significant, current experience in moving of large libraries.
4) Funding for the work described herein will be provided through the Economic Development Administration (EDA) with additional funding from the City.
5) The City will make awards on the basis of low and qualified bid. The City of Joplin will make the award deemed in its best interest. All items to be included in the proposal must be included for the bid to be considered.
6) Bidders shall NOT contact the City of Joplin or the Joplin Public Library. All questions to be submitted via email to city project manager Michelle Kaiser – CBC Real Estate Group mkaiser@cbcrealestategroup.com. All questions submitted will be answered via Addenda. All questions must be submitted no later than Friday – February 24, 2017. No questions received after this date will be answered.
7) The City may, at its sole discretion, issue Addenda to this Request for proposal containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP and will be posted on the City of Joplin's website. Respondents are encouraged to check the City's website for additional posted information.
8) By submitting a response, Respondents represent and warrant that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, may be excluded.
9) The City will not be responsible for the costs incurred by anyone in the submittal of responses.
10) The City reserves the right to evaluate the responses submitted; waive any irregularities therein; reject any or all Respondents submitting responses, should it be deemed in City's best interest; or cancel the entire process.
11) The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Missouri. Certificate will cover all materials and equipment, respondent's employees while on the job site and damages to city's properties during delivery, installation and clean-up. The insurance coverage shall be subject to the approval of the city as to adequacy of protection. Respondent must be able to clear a Federal SAM.gov disbarment check.
12) Respondent must provide lump sum, not-to-exceed values for each section. Estimates or hourly rates with to be determined values will not be accepted.
13) Respondent must clearly list any exclusions or provisions to their proposal.

SUBMITTAL SCHEDULE:

Activity	Date:
RFP issued	Sun- February 5 2017
Mandatory pre-proposal conference & site inspection	Wed – February 15, 2017
Final questions due from potential respondents	Fri – February 24, 2017
Proposal Submission Deadline	Mon – February 27, 2017
Proposed Selection Date	Fri- March 17, 2017

SUBMITTAL INSTRUCTIONS

Sealed submittals are required. Two (2) copies of the proposal are to be delivered to:

Contact: Tony Robyn, Assistant Director Planning & Development
City of Joplin
602 South Main – 4th Floor
Joplin, MO 64801

By 2:00pm on Tuesday - February 21, 2017. No late proposals will be accepted under any circumstance. If sending overnight, ensure package is clearly marked 'Relocation Proposal for Joplin Public Library'. Proposals sent to incorrect address or location will not be accepted.

Submittals must be submitted in an envelope with the Request for PROPOSAL number **(2017-RFP-03)** and the Respondent's name and address clearly indicated on the envelope. All submittals must be completed in ink or typewritten and submitted by the time and date above. Please include a digital copy on CD disc or flash drive.

Proposers are strongly encouraged to carefully read the entire Request for PROPOSAL.

SUBMITTAL REQUIREMENTS

Selection of a firm to provide relocation services will be based upon the lowest bid response and qualifications of the firm. The firm is required to have been regularly engaged in the business of moving libraries (defined as moving at least 3 library moving projects in the last 5 years that included moving a minimum of 150,000 volumes)

The firm must include information specified in this section in the proposal:

1) **Pre-proposal conference & site inspection**
   The respondent must participate in the pre-proposal conference. Firm proposals will be rejected if the respondent has not attended the conference and site inspection.

2) **Company Profile**
   a) Legal name and business address, including telephone number, and e-mail address.

   b) Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.

c) Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.

d) Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

3) Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

4) Key Staff Resumes

Provide a list of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

5) Company Experience

Description of the respondents experience in moving at least three (3) library collections of comparable size and associated materials in the last five (5) years. The following information is to be included:

- Name and location of project
- Date of relocation
- Type of project and size of collection
- Project manager assigned to project
- Services included for each project
- Duration of move
- Distance of move
- Any special circumstances related to this project
- Other information that demonstrates respondents experience in pre-move planning, scheduling, management, etc.

6) References

Respondent must furnish a minimum of five (5) references including email address and phone number. At least three (3) of the five (5) references should be from projects of similar complexity and size as the Joplin Public Library. References may or may not be reviewed or contacted, at the sole discretion of the City.

7) Pending Claims

Each Contractor must describe any pending or ongoing administrative or judicial proceedings material to its business or finances, including, but not limited to litigation, consent orders, or agreements with state or federal regulatory agencies, and any claims, whether past, current, or pending, that involve work similar to the work sought by this RFP. The nature of any such claim or proceeding must be described, together with its current status, final disposition (if any), and the parties involved.

8) Use of Sub-contractors
If the respondent intends to sub-contract portions for the work the firm must state that the respondent shall be responsible for coordinating all activities and performance of the sub-contractors in order to assure timely execution and completion of all the work. The respondent must also provide experience with references that qualify the subcontractor to work on this project.

9) Proposed Work Plan & Timeline
The respondent must include a proposed detailed work and staffing plan and timeline for completing the project. The work plan and timeline should describe the proposed plan of action and note methods and materials that will be used in labeling and tagging items to be moved. The staffing plan should include supervisors and drivers during the move. Supervision is required at both locations while the materials are in transit. The work plan and timeline should include all other recommended services that support the project.

10) Equipment
The respondent must describe the quantity and type of vehicles and equipment (book trucks, car, dollies, specialized equipment) that will be used for this project and if they are owned or leased. The respondent should also include the number of moving vans/trucks and identify if owned, leased or contracted.

11) Work Methods
Respondent should provide methods for the following:

- Protect materials, surfaces, floor coverings, and building during the move.
- Keep project site free of waste materials on a daily basis
- Security measures to safeguard the material from theft or damage

12) Bid Price

a) Fixed Price Not-to Exceed– All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 90 days starting on the due date for proposals.
b) Proposals shall be quoted as a not-to-exceed cost for services. Fees quoted should include all necessary expenses including but not limited to: travel, telephone, copying and other out-of-pocket expenses.
c) Format for Submitting Cost Proposals
    - The cost proposal must contain all pricing information relative to providing move services described in the RFP. The total all-inclusive maximum price proposed is to contain all direct and indirect costs including all out-of-pocket expenses.
    - The cost proposal shall include a total all-inclusive maximum price to manage the move from the current Joplin Library to the new Joplin Library upon completion of major construction activities.
d) Submit fee schedule necessary to accomplish the scope of services identified. The fee submittal shall address the following items:
    a) A proposed lump sum cost to provide move services for the Joplin Library and a subtotal for each phase of the project.
    b) Include the respective percentage of sub-contractor involvement, if any, in each phase of work.

c) Hourly rate schedule by personnel and the proposed number of hours budgeted for each member of the Mover firm/team organized by task and phase of project;
    i. Principal
    ii. Project Manager
    iii. Supervisor/Lead
    iv. Packers/Movers
    v. Driver
    vi. Vehicle costs
d) Direct and indirect costs in itemized detail (include on a separate tabulation sheet)
e) Costs proposed shall be inclusive of all costs related to completing the project, including but not limited to preparation, travel, transportation, communication, reproduction, labor, overhead, profit, etc.
f) The Mover shall indicate any additional work outside the scope of work identified in this RFP, that it believes is needed and the cost of such work.

13) Executed Contract

The Library's Request for Proposal, the proposal responses, written communications and the resulting Contract constitute the entire Contract between the parties to include:

a) Contract for Purchase of Services
b) Any finally negotiated terms and conditions
c) Applicable Request for Proposal, amendments/attachments
d) Standard Terms and Conditions
e) Response received
f) Written communications
g) Exhibit Contract Example including EDA provisions

SUMMARY:

Itemized response must include respondents approach to handling the move and final price should include the following services:

1) Moving materials collection; respondent is expected to remove collection from the shelves, label, transport and reshelve accurately with direction from staff;
2) Move any designated office materials, non-cataloged items or program support supplies. Respondent is expected to transport and place in designated locations per label directions;
3) Move identified computers, printers, scanners, fax machines, copiers, etc. Respondent is expected to transport and place in designated locations per label directions;
4) Move any identified file cabinets or small items of furniture. Respondent is expected to transport and place in designated locations per label directions;
5) Hourly breakdown of all staff and labor as identified in section 12.c. above

EXHIBIT A
GENERAL DESCRIPTION OF SCOPE OF WORK

Below is a general outline of the anticipated scope of work.

The library operations and materials will move from the current building at 300 S. Main Street, Joplin, MO to the new location 1901 E. 20th Street, Joplin, MO. The distance is approximately 2 miles. The move will take place in one phase in April 2017 according to a schedule agreed upon by the library and the successful proposer and will be coordinated with any remaining activities of the general contractor or other trades.

The primary work involves moving a collection of approximately 135,000 items including books, paperbacks, periodicals, audio materials, DVD's micro media and newspapers. These items must be maintained in sequential order.

The library has purchased new furnishings and equipment for the new library including shelving and new office furniture. Therefore, a limited amount of furniture items are to be moved from the original building. A limited amount of other office equipment and supplies will be included in the move.

There may be a limited amount of electronic equipment such as computers, printers and scanners to be included in the move. Staff will prepare items for move.

CONDITIONS OF WORK

Current Location:
The current library is a 27,000 single-story building. There are no off site storage facilities. The library is expected to be closed during the move; the length of time may be no greater than one week. The library currently has exits on the north and south elevations of the building. There is not a loading dock available. It is the intent that the respondent will utilize the west entrance only for the move as the east is on a major city street. There are 2 side entrances at the north and south elevations both with access from stairs only. See Exhibit B – Description of Collection and Exhibit C – Current Library Floor Plan

New Location:
The new library is a 58,000 SF single-story new construction building. Access to the library can be achieved by the loading dock on the NE corner or through the main double doors on the east elevation. All floors and walls must be protected during the move. See Exhibit B – Description of Collection and Exhibit D – New Library Floor Plan.

General Requirements:
The respondent will furnish all supervision, labor, material, supplies and equipment including tagging and labeling, packing, padding and crating necessary to perform all services described. This must be done in an orderly, timely and efficient manner. Such equipment includes but is not limited to, dollies, carriers, trucks, cartons & boxes.

The move of the library collection and equipment must be carried out in the general order and sequence designated by the library. The respondent is expected to remove, label, transport and accurately reshelve all formats of materials in the collection as directed by designated library staff. A shelving map for the new facility will be provided by the library.

The respondent must provide adequate protection to the floors, carpets, walls, doors, windows, etc. at both facilities to prevent damage to the building or its contents. The library reserves the right to determine the adequacy of the protection being proposed or provided by the respondent and require such additional protection in any location as needed.

The respondent is responsible for any or all loss or damage to the property of the library either by theft, accident or otherwise while said property is in their custody. Property is their custody from the time released to them from its present location until placed in new designated location.

Upon completion, and before acceptance and final payment, the respondent must remove all equipment, property and trash from both building sites. The respondent must also complete a final walk through at both locations with designated library staff to verify project is complete and identify any areas of damage or other outstanding issues.

The respondent must develop a plan and work schedule for each phase of the move.

Library will have a lead person at each facility during the move.

EXHIBIT B
GENERAL DESCRIPTION OF COLLECTION

Current Arrangement of the Collection of Joplin Public Library

All of the collection materials at Joplin Public Library are located on one floor. Entrance to the building is level, coming from the parking lot at a slight incline with only entrance thresholds as entry obstacles to the lobby. Entrance to the collection area of the library in through a single set of security gates set 40" apart. An electrical threshold at the security gates provides a slight "hump". A limited number of library items are stored in an upper-story storage area accessed by a steel staircase in the maintenance area. (see Exhibit C – Current Plan)

Staff has measured the collection many times, but as with all active library collections, the actual number will vary slightly due to circulation, addition of new materials, and weeding of out-of-date materials. The measurements included in this document are based on the current size of the collection (12/29/2016).

Collection Area:

- Children's Collection -- (Juvenile, Easy, Storybooks),
    - Books/Board Books
    - DVDs
    - Music CDs
    - Audiobooks
    - Early Literacy Computers (4)
    - Kits (Tablet computers [28], Thematic bags, Cd/Book bags)
    - Magazines
- Teen Collection
    - Books
    - Audiobooks
    - Magazines
- Adult Collection
    - Books
    - Audiobooks
    - Music CD's
    - DVDs
    - Microfilm (~3,000 in various cabinets)
    - Ready Reference
    - Reference
    - Magazines
    - Newspapers
    - Misc. maps/atlases

- Maintenance
    - Miscellaneous tools, maintenance and janitorial supplies
    - Floor equipment

- Administration/Tech Processing
    - Files
    - Office Supplies
- Reference Area
    - Metal storage cabinets - ~20' - 5 sections @ 42" and 1section @ 30"

Upstairs Storage

- Storage tubs from various department
- Miscellaneous décor

Summary

- Approximately 123,000 items, including books, DVDs, CDs, audiobooks (pack, move, re-shelve in correct sequence)
- Approximately 3,000 reels of microfilm (pack and move)
- A color-coded floor plan showing the locations of each collection is included with this document.

Arrangement of the Collection at the New Joplin Public Library

The new Joplin Public Library is a one-story structure with at grade entrance. There is also a loading dock into the maintenance area. A color-coded floor plan with the correct arrangement is included. (see Exhibit D- New Library Plan) At this time, the final configuration of the Children's Department layout is yet to be determined.

EXHIBIT C
CURRENT LIBRARY COLLECTION PLAN & LAYOUT

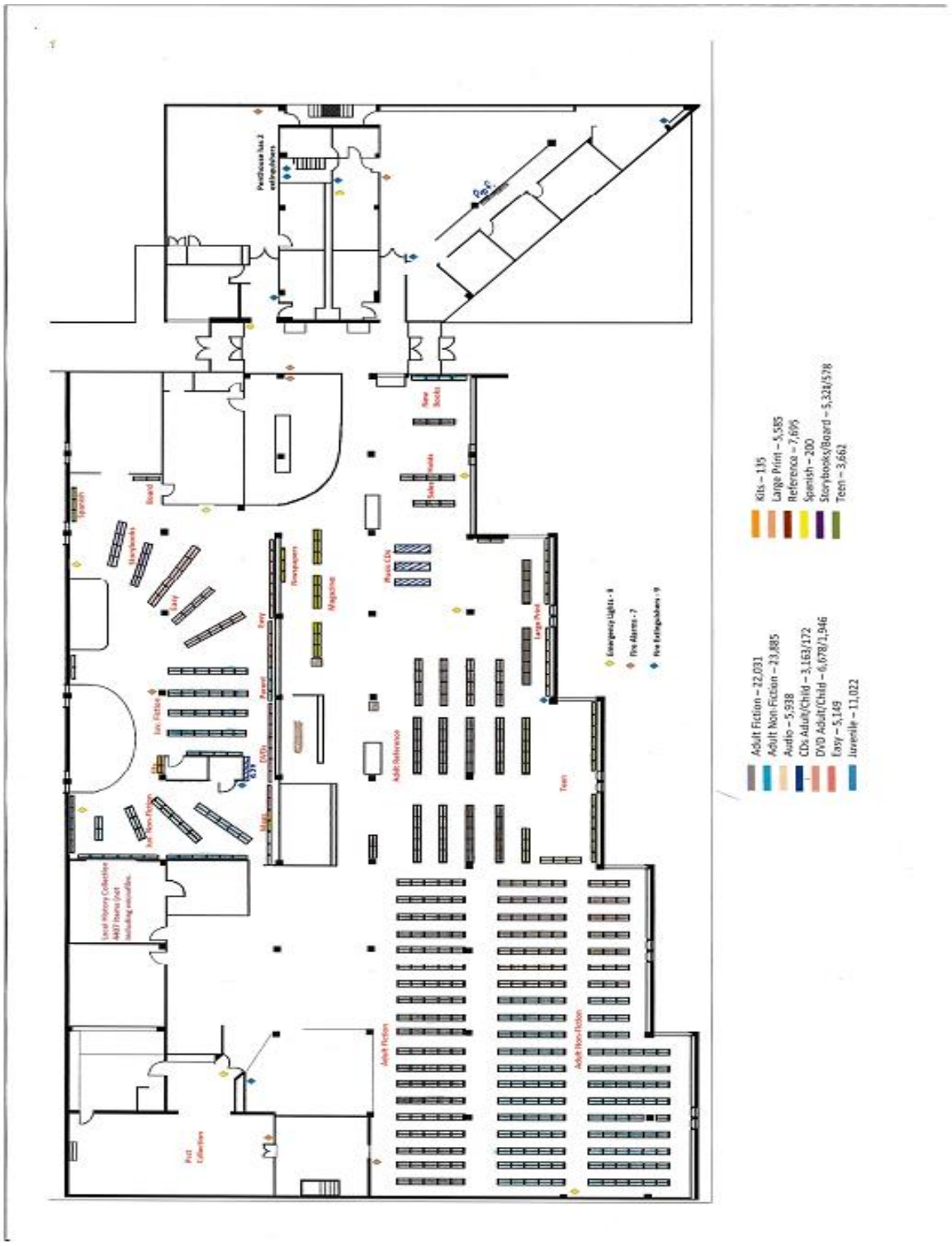


EXHIBIT D
NEW LIBRARY COLLECTION PLAN & LAYOUT

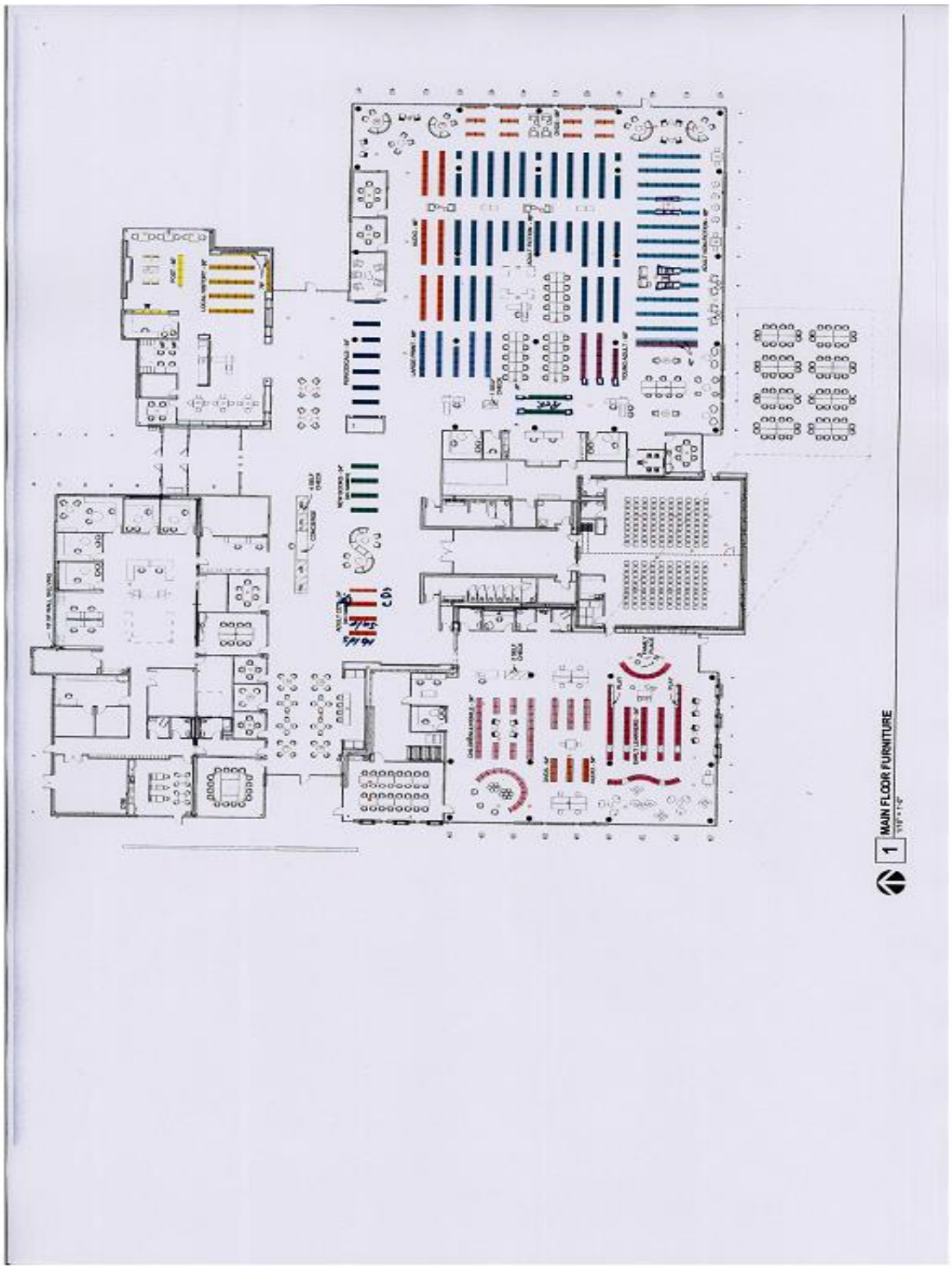


EXHIBIT E
PRICING WORKSHEET

Please use the below worksheet for your pricing proposal. Please be sure to include all requested items as addressed in Section 12 – Bid Price, in the Request for Proposal. Additional pages may be included to show breakdowns but it is requested the below table is completed for final pricing.

	SCOPE	**UNIT PRICE**	**TOTAL**
1.	Containers & Supplies		
2	Crates		
3	Pre-Move Planning		
4	Move – Materials collection		
5	Move – Office, Non-cataloged items, supplies		
6	Move- Electronics		
7	Other		
	TOTAL – NOT TO EXCEED		

Addendums acknowledged: _____

_____ _____
Company Date:

_____ _____
Contact Name: Title:

_____
Signature:

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

CITY		Company	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

WORK AUTHORIZATION NUMBER _____
TO AGREEMENT FOR PROFESSIONAL MOVING SERVICES

City and Company agree to amend their Agreement for Professional Moving Services to include a scope of work and fees for Companying services, by adding the following terms to their Agreement.

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

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

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

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Company 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 Company shall notify the City if Company 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 Company shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Company under the terms of this work Authorization Number _____ exceed the sum of _____ Dollars ($_____).

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

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Company to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Company to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Company. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation 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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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. Company agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Company, its employees, officers or agents. Company agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Company shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Company: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Troy Bolander.
Director, Planning, Development,
and Neighborhood Services

Date: _____

CITY		Company	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

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

1. **Services.** The City agrees to engage the services of the Company and the Company agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Company 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

2. **Term.** The services of the Company 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 Company 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 Company without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Company represents that Company will secure at Company's own expense, all personnel required to perform the services called for under this contract by Company. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Company. All of the services required hereunder will be performed by the Company or under Company'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 Company to fulfill Company'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 Company by one of three different means: Facsimile Transmission ("FAX") if Company has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Company; 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 Company 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 Company under this contract shall at the option of the City become its property, and the Company shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Company 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 Company.

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 Company under this contract shall at the option of the City become its property, and the Company 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. Company 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 Company further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Company 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 Company 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 Company under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Company without prior written approval of the City.

10. **Discrimination.** The Company 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 Company or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Company 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 Company. No contract will be executed by the City until this occupational license has been obtained and that the Company is current on any City taxes is verified.

12. **Compliance with Laws**. Company agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Company affirmatively states that payment of all local, state, and federal taxes and assessments owed by Company 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 Company is associated with a business entity, Company 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, Company must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

a. If the Company 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 Company 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 Company will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Company's activities and responsibilities hereunder. The Company 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 Company and the City, and the City will not be liable for any obligation incurred by the Company, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Company 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 Company 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 Company's (or any of Company's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Company is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

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

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

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

22. **EDA –Provisions - *Equal Employment Opportunity*—**The contract shall comply with E.O. 11246, ''Equal Employment Opportunity,'' as amended by E.O.11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity, 'and as supplemented by regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

23. **EDA –Provisions - *Debarment and Suspension (E.O.s 12549 and 12689)—*** Neither the contracted vendor, or sub-contracted parties, shall be listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, ''Debarment and Suspension'' as implemented by DoC regulations at 15 CFR part 26. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

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

Company:

_____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

CITY OF JOPLIN, MISSOURI

By: _____
Troy Bolander
Director, Planning, Development,
and Neighborhood Services

DATE: _____