

REQUEST FOR PROPOSAL

CITY OF WARRENSBURG
102 SOUTH HOLDEN STREET
WARRENSBURG, MISSOURI 64093

PROPOSAL CLOSING: December 14, 2015
DATE OF PROPOSAL: November 6, 2015
CONTACT PERSON: Amanda Jacobson, City Planner
PHONE NUMBER: 660-747-9135
PROPOSAL HEADING: 2016 COMPREHENSIVE CITY PLAN UPDATE

By order of the City Manager of the City of Warrensburg, Missouri, sealed project proposals will be received in the Office of the City Clerk, Municipal Building, 102 South Holden Street, Warrensburg, Missouri 64093, for the 2016 COMPREHENSIVE CITY PLAN UPDATE until 10:00 a.m., local time, December 14, 2015. Only sealed proposals marked "2016 COMPREHENSIVE CITY PLAN UPDATE —DO NOT OPEN" will be considered. No late, incomplete, email or fax submissions shall be accepted. Failure to follow these procedures may result in the disqualification of the consultant from the RFP process at the discretion of the City. Proposals received late will be rejected and returned to the proposer unopened.

BACKGROUND INFORMATION

The Warrensburg Area Micropolitan, population 54,649, is located 45 minutes east of Kansas City, and is a rapidly developing community with tremendous growth potential. Warrensburg is located on U.S. 50 Highway at Missouri 13 Highway and is the county seat of Johnson County, Missouri. Warrensburg is also home to the University of Central Missouri, with an enrollment of over 14,000 students. Whiteman Air Force Base is located 9 miles east of Warrensburg with a total base employment of approximately 7,500 personnel. The last Comprehensive City Plan was completed in 2007.

PROJECT DESCRIPTION

The City wishes to develop a Comprehensive City Plan Update that will act as a supplement to, and work in harmony with, the existing 2007 Comprehensive City Plan. The Comprehensive City Plan Update will be used in conjunction with other plans and studies as the foundation for decisions on land use, development, and infrastructure investment. It will provide a guide for development over the next 20 years and serve as the basis for updating zoning and subdivision regulations.

SCOPE OF WORK

The City of Warrensburg would like a consultant to assess the current plan, retaining the pieces that are still applicable, and update data and benchmarks as appropriate. In addition, new opportunities and innovative elements to address priority issues should be considered. Given limited funding, the update should primarily focus on:

- Major changes since the 2007 Comprehensive City Plan.

- Evaluation of progress toward accomplishing the goals in the 2007 Comprehensive City Plan and development of next steps.
- Developing a strategy and future land use map for the most effective use of existing, redeveloped, undeveloped land inside the city limits, and surrounding land outside of the present city limits, including preferred future growth areas.
- Evaluation of how much land is currently available, and how much land should be available, for future residential, multi-family, and commercial development given growth projections to 2030.
- Public space, open space, and green space goals and definitions.
- Arterial roads and street network development, including sidewalk development, in conjunction with the approved major street map.
- Consideration of a traffic impact study requirement for rezoning requests.
- Coordination of the Comprehensive City Plan with other planning efforts completed or currently underway.

DELIVERABLES

Specific deliverables for the 2016 Comprehensive City Plan Update include, but are not limited to:

- A specific implementation plan which identifies actions and steps to be carried out to implement the Warrensburg Comprehensive City Plan, including policy recommendations for redevelopment, commercial development, traffic impact study requirements, and other recommendations as appropriate.
- Recommendations for zoning ordinance changes to encourage redevelopment of lots in a healthy fashion, while minimizing negative impacts of different intensity land uses when adjoining each other.
- A summary document easily digested by stakeholders, community groups, and the general public.
- One electronic copy of each graphic, table, map, or chart created that shall become property of the City.
- One file geodatabase containing all GIS files created that shall become the property of the City.

PROPOSALS

Consultants are encouraged to make suggestions on how the scope of work could be improved, while still satisfying the objectives of the project. At a minimum, proposals shall include the following information:

- Description and understanding of the project objectives, the community in general and major/unique concerns facing the community.
- A narrative or other statement explaining the firm's qualifications for the proposed project.
- References with contact information from similar projects completed by the firm.
- Detailed scope of services outlining the proposed elements of work and services to be provided by the consultant including, number of public and staff meetings.
- Project schedule
- A detailed list of deliverables to be given to the City during and at the conclusion of the project.
- Services or resources to be supplied by the City and any assumption made in regards to the City's capabilities.
- Key staff assigned to the project and their professional qualifications.

- An Affidavit of Compliance with the federal work authorization program and a copy of the proposer's E-Verify Memorandum of Understanding (15 CSR §60-15.020).

INSTRUCTIONS

Anyone submitting proposals shall be responsible for familiarizing themselves and complying with the following instructions.

1. Proposals will be accepted at the Office of the City Clerk until 10:00 a.m., local time, December 14, 2015. Proposals must be submitted in a sealed envelope clearly marked "2016 COMPREHENSIVE CITY PLAN UPDATE —DO NOT OPEN" to be considered.
2. Proposals submitted without proper identification, incomplete or late may be rejected.
3. Proposals may be withdrawn at any time prior to 10:00 a.m., local time, December 14, 2015, by written request from a person authorized to represent the proposer.
4. Proposers shall not be permitted to use to their advantage any omission or error in the specifications, requirements or contract documents, and the City reserves the right to issue new instructions as if originally specified.
5. The right to reject any and/or all proposals, to accept or reject all or any part of a proposal, and to waive any technicalities in the bid proposal or accept the one that, in the sole judgment of the City, will be in the best interest and/or most advantageous to the City, is hereby expressly reserved by the City.
6. If the proposer is a resident of Warrensburg, or owns property within Warrensburg, the proposer must be current on all taxes and utility bills owed to the City.
7. In case of default by the proposer, the City shall procure comparable services and hold the proposer responsible for any excess cost occasioned thereby.
8. Failure to comply with any of the instructions and general conditions of proposing may disqualify the proposer at the discretion of the City Manager.
9. All Requests for Information and/or Interpretation (RFIs) related to this Request for Proposal must be received no later than the close of business on November 16, 2015. Such RFIs shall be made to Amanda Jacobson, by e-mail at amanda.jacobson@warrensburg-mo.com or facsimile at (660) 747-2349. If required, an addendum will be published and sent to all parties in receipt of this Request for Proposal addressing all RFIs no later than the close of business on November 20, 2015.
10. Representatives wishing to meet with staff may schedule an appointment by contacting Amanda Jacobson at 660-747-9135.
11. Proposers shall submit one (1) original and five (5) copies of their proposal.
12. The Consultant whose Proposal is selected for the Project will be required to enter into an agreement with the City of Warrensburg in the form attached hereto which is in compliance with the City of Warrensburg's now existing standards for contracts with consultants. Any and all modifications or amendments to said agreement shall be subject to the approval of the City Counselor.

13. All proposals will constitute an irrevocable offer to perform services as proposed for a period of 90 days, and may be accepted by the City any time within 90 days from opening of proposals.

SELECTION AND CRITERIA FOR EVALUATION

Selection of a consultant will be made at the discretion of the City of Warrensburg, which reserves the right to accept or reject any and all proposals. All submissions or parts thereof become property of the City of Warrensburg.

The following items will be considered in making a selection of the consultant, though they may not be equally weighed in the review process:

1. Experience, skill and qualifications.
2. The merits of the Proposal including scope of work and approach for addressing the tasks.
3. Timeline and proposed schedule.
4. Customer relations, responsiveness, and timeliness.
5. References and prior experience with similar work.
6. Firm's proximity, history of activity in the Warrensburg area and economic impact to the local economy.

The City of Warrensburg will review the Proposals and then select a consultant with which to develop a final scope of services and negotiate a fee. If an agreeable fee and scope of services is not reached with the first consultant, the City may then repeat the process with the second rated consultant until an agreement is reached.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 2015, by and between the City of Warrensburg, (herein "City") and _____. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the City in writing, the Consultant shall provide the City professional services in update of the Comprehensive City Plan for the benefit of the City as set forth in specific Proposals and Scopes of Work submitted by Consultant and accepted by City, and the Consultant shall provide the City, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work outlined. Consultant agrees to provide all such services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described or by any additional proposals provided to the Consultant by the City or City's representative, or a written proposal for services which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without a City approved written proposal for professional services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Consultant, based upon City approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Consultant in writing. All proposals for work submitted by the Consultant to the City for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the City provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the City provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. Consultant shall allow at least five weeks in its schedule for City to complete review of Consultant's work. Review shall be as follows: at 25% completion, one week, at 50% completion, two weeks and at 95% completion, three weeks.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the City or City's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Warrensburg by the City Manager and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is

approved by the City.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the City agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the proposal for the project for which compensation is sought. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for work already complete. City may retain five percent (5%) of any partial payment pending final completion of the contract services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Consultant. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Consultant's favor.

3. **City Responsibilities** - City agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the City which may effect services rendered hereunder. Consultant shall notify City of all information it may require from City or other Consultants and Contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Consultant.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the City's designated representative for each task or project assigned to Consultant and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. Notwithstanding the Consultant's right to ownership under Section 17, all reports, surveys, test data, memoranda, samples, plans, specifications, and

other documents or materials submitted by or to the City shall also be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, including .mxd files and all related shapefiles for use with City mapping software.

5. **Protection of Work, Property and Persons** - To the extent Consultant's work will require any field work, testing, sampling or otherwise, during any active construction or excavation activities, the requirements of this Section shall apply. In the event field work is not undertaken by Consultant, this Section does not apply. The Consultant will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Consultant will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Consultant shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

5.1. The Consultant will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Consultant will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection of its employees while said employees are providing on-site services under this Agreement. The Consultant will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Consultant will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Consultant, any Subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Consultant, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Consultant will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3 All Consultants entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Consultant violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

5.4 The Consultant is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof to the extent included in activities related to construction. Consultant understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity by Consultant or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any Subcontractor (meaning anyone, including but not limited to Consultants having a contract with Consultant or a subcontract for part of the services), of anyone directly or indirectly employed by Consultant or by any Subcontractor, or of anyone for whose acts the Consultant or its Subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **General Insurance Requirements** - Consultant shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the Consultant's work, whether such execution be by the Consultant, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the workmen's compensation statute, the Consultant shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

6.3 **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Consultant, or (2) by any other person.

6.4 **Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$409,123 per person and \$2,727,489 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

6.5 **Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

- a) Consultant's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Consultant.

The insurance shall cover the use of the above mentioned automobiles and trucks during the term of this Agreement. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 **Professional Liability** - Claims for damages resulting from errors or omissions of the Consultant or its employees in the amount of at least \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate.

6.7 **Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the Consultant's services in the amount of at least \$409,123 per person and \$2,727,489 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen

(15) days prior WRITTEN NOTICE has been given to the City, and shall name the City as an additional insured by endorsement.

7. **Indemnification** - Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. Further, Consultant shall hold City harmless from any failure by Consultant to complete their work in compliance with all applicable local, state and federal regulations.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Consultant agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the City as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

11. **City Authorization** -When the term City is used in this agreement, it shall mean the government of the City of Warrensburg, Missouri or the City of Warrensburg City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Manager, or his designee. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Warrensburg City Council or City Manager, or his

designee. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Manager in writing. When the term City's representative is used, it shall mean the City Manager or his designee as specified in writing.

12. **Period of Services and Termination** – The period of performance under this agreement shall be as specified in the proposal. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Consultant shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

14. **Certification of Lawful Presence / Work Authorization** - Consultant will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Consultant shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Consultant's failure, or failure of its employees, agents or Subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

15. **Nature of Relationship** - Consultant herein is an independent party and shall not act as an agent for the City, nor shall Consultant be deemed to be an employee of the City for any purposes

whatsoever. The Consultant shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

16. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

17. **Ownership of Plans and Documents - Records.** In addition to City's ownership rights under Section 4, the field notes, design notes, original drawings or other instruments of service, are and shall remain, the property of the Consultant; however, the City shall be furnished, at no additional cost, one set of all work associated with any approved scope of work. The Consultant shall also deliver all electronic information on DVD or other media storage.

The City shall make copies, for the use of the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body. The Consultant shall have no liability for defects in the services attributable to the Consultant's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.

The Consultant shall furnish to the City, copies of all maps, records, field notes, and other documents developed in the course of work for the City and for which compensation has been received by the Consultant.

18. **Conflict of Interest** - Consultant hereby covenants that at the time of the submission of any proposal and the execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest with the City. The Consultant further agrees that during the term of this Agreement neither the Consultant nor any of its employees shall acquire any other contractual relationships which create such a conflict. Consultant shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

Consultant [insert firm name below]

CITY OF WARRENSBURG, MISSOURI

BY: _____

Harold Stewart, City Manager

Position with firm: _____

DATE:

DATE:

ATTEST:

Cindy Gabel, City Clerk

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

CONFLICT OF INTEREST FORM

PROJECT: _____

RESPONSIBLE CITY EMPLOYEE: _____

RESPONSIBLE OR SUPERVISING CITY CONSULTANT: _____

1. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg been involved in any of the following with the City of Warrensburg, its employees, elected officials or any responsible consultant identified above?

	Yes	No
Sale, purchase or exchange of property	_____	_____
Receiving or furnishing goods or services	_____	_____
Transfer or receipt of income, assets or funds	_____	_____
Maintenance of bank balances, book balances or other accounts for benefit of another?	_____	_____

2. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg been indebted to the City, any employee of the City or its elected officials or its responsible consultants in the last twenty-four months? If yes, explain.

3. List all business transactions or relationships that you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg has had with any employee of the City, its elected official or its responsible consultants in the last twenty-four months.

4. List all gifts valued in excess of \$10.00 offered or accepted by any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg either to or from any employee, elected official or its responsible consultants in

the last twenty-four months.

By executing this disclosure form, the undersigned personally, and on behalf of the proposing business entity verifies that the information contained herein is truthful and accurate and will remain truthful and accurate throughout all business transactions with the City of Warrensburg.

_____ Date: _____
by: _____

STATE OF MISSOURI)
)SS.
COUNTY OF JOHNSON)

On this ____ day of _____, 201__, before me, appeared _____, to me personally known, who being duly sworn, did swear that the matters contained herein are true to his/her best knowledge and belief.

IN WITNESS WHEREOF, I have placed my hand and notarial seal the day and year last above written.

NOTARY PUBLIC