

REQUEST FOR PROPOSAL

CITY OF WARRENSBURG
102 SOUTH HOLDEN STREET
WARRENSBURG, MISSOURI 64093

PROPOSAL CLOSING: November 30, 2016
DATE OF PROPOSAL: October 24, 2016
CONTACT PERSON: Amanda Jacobson, City Planner
PHONE NUMBER: 660-747-9135
PROPOSAL HEADING: PHASE III HAZARDOUS TREE REMOVAL PROJECT

By order of the City Manager of the City of Warrensburg, Missouri, sealed bid proposals will be received in the Office of the City Clerk, Municipal Building, 102 South Holden Street, Warrensburg, Missouri 64093, for the PHASE III HAZARDOUS TREE REMOVAL PROJECT until 10:00 a.m., local time, November 30, at which time the bids will be publicly opened and read aloud. Only sealed bids marked "PHASE III HAZARDOUS TREE REMOVAL PROJECT —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. Bids received late will be rejected and returned to the bidder unopened.

INTENT: It is the intent of these specifications to continue implementation of the City's tree management plan by removing up to twenty-two (22) hazardous trees, including stump grinding, previously identified during Phase I-III Tree Inventory and Management Plan Project. Phase III Hazardous Tree Removal Project must be completed by April 6, 2017.

A portion of the funding for this project was made available through the Missouri Department of Conservation's Tree Resource Improvement and Maintenance (TRIM) program. The TRIM grant covers the third phase of hazardous tree removal for street trees and trees in City parks.

SELECTION AND CRITERIA FOR EVALUATION: Selection of a qualified contractor will be made at the discretion of the City of Warrensburg, which reserves the right to accept or reject any and all proposals. Proposed costs for all services specified in the bid shall not exceed \$10,000.

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

1. Experience & Technical Competence
2. Capacity & Capability
3. Past Record of Performance
4. Firm's History of Activity in the Warrensburg Area and Economic Impact to the Local Economy
5. Fee Proposal
6. Scope of Work Proposed

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

CITY OF WARRENSBURG, MISSOURI
PHASE III HAZARDOUS TREE REMOVAL PROJECT

INSTRUCTIONS

In addition to the requirements set forth in the scope of work, 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, November 30, 2016.
2. Proposals must be submitted in a sealed envelope clearly marked "PHASE III HAZARDOUS TREE REMOVAL PROJECT —DO NOT OPEN" to be considered. Proposals submitted without proper identification may be rejected.
3. Proposals may be withdrawn at any time prior to 10:00 a.m., local time, November 30, 2016, 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. Proposers shall read thoroughly and understand the requirements in relation to the proposal which is submitted.
6. 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.
7. 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.
8. In case of default by the proposer, the City shall procure comparable services and hold the proposer responsible for any excess cost occasioned thereby.
9. Failure to comply with any of the above instructions and general conditions of proposing may disqualify the proposer at the discretion of the City Manager.
10. 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 14, 2016. 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 17, 2016.
11. Representatives wishing to meet with staff may schedule an appointment by contacting Amanda Jacobson at 660-747-9135.
12. A portion of the funds for this project have been received through a grant from the Missouri Department of Conservation. Proposers shall be required to fully cooperate with representatives from this agency and the City of Warrensburg to ensure compliance

with all requirements and policies of said grant. A copy of the Contractor Master Services Agreement is attached to this Request for Proposals

13. Proposers shall submit one (1) original and five (5) copies of their proposal. Each proposal shall contain at a minimum the following:
 - A. Name and address of firm.
 - B. Project schedule.
 - C. Detailed scope of services defining and outlining the proposed elements of work.
 - D. Detailed list of necessary equipment for completion of the work that the bidder is in possession of or has available to them by formal agreement.
 - E. Services or resources to be supplied by the City and any assumption made in regards to the City's capabilities.
 - F. Fee proposal on the attached Bid Form.
 - G. 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) must be provided to the City. With prior arrangement, the E-Verify Memorandum of Understanding may be submitted during final negotiations. If such an arrangement is required, please contact Amanda Jacobson at 660-747-9135.

14. The Proposer 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 contractors. Any and all modifications or amendments to said agreement shall be subject to the approval of the City Counselor.

SCOPE OF SERVICES

The City of Warrensburg will contract with a Contractor to complete the third phase of a Hazardous Street and Park Tree Removal. Twenty-two (22) trees, including stump grinding, have been identified by city staff for possible removal utilizing the previously completed Phase I-III Tree Inventory and Management Plan.

Availability of Local Resources

The Project Manager will serve as the local liaison and project administrator. The City will provide maps of the areas. Trees for removal will be marked in advance by City Staff. A disposal site is not provided by the City for use by the contractor.

Qualifications

At a minimum, the crew supervisor(s) must be a current International Society of Arboriculture (ISA) Certified Arborist or a Certified Forester by the Society of American Foresters. Any change in the status of the certified individual(s) during the life of the contract must be reported to the City. All certification numbers will be verified. Failure to have a certified arborist on site at all times shall result in termination of the contract.

Safety Standards

All equipment to be used must be in compliance with all applicable federal, state, and local rules and regulations. Blocking of public streets shall not be permitted unless prior arrangements have been made through the Project Manager. The contractor is responsible to have vehicles moved during arboriculture work. The contractor shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the contract to protect motorists and pedestrians. All placement of cones, signs, and barricades must conform to the American Traffic Safety Standards.

Tree Removal Standards

The contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. The contractor shall refrain from the practice of “free falling” trees. All trees shall be limbed out prior to the final cutting of the trunk. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property. Limbs and trunks temporarily placed in motorist or pedestrian routes shall be placed in a manner to minimize obstruction to the greatest extent possible. Under no circumstances shall materials be left in motorist or pedestrian routes overnight.

Site Clean-up Standards

Unless specific arrangements have been made with the City in advance, the contractor shall clean-up the site and remove and dispose of all debris at the end of each day’s operation. A disposal site is not provided by the City for use by the contractor. Site clean-up shall include removal of sawdust, small twigs, chips, leaves, trunks, and limbs from the street, curb, parkway, sidewalk, private lawns and driveways. Vegetation surrounding a tree marked for removal shall be disturbed as little as possible.

Deliverables

Hazardous Tree Removal

The City of Warrensburg will contract to complete the third phase of a Hazardous Street and Park Tree Removal of public property trees. This removal will include up to twenty-two (22) already identified trees and stump grinding, including:

LOCATION	INVENTORY ID	DIAMETER
404 Grover St.	632	22
404 Grover St.	633	18
341 Christopher St.	710	24
209 Ming St.	1197	28
909 Vest Dr.	1736	16
320 W. Market St.	1398	22
307 Broad St.	692	38
306 Broad St.	693	18
306 Broad St.	694	14
421 N. College St.	1028	13
621 Broad St.	663	32
108 E. Russell Ave.	2501	37
506 Laurel Dr.	2359	23
420 Ming St.	1150	13
515 N. Main St.	1264	14
417 McGoodwin	2632	16
Lions Lake	4840	19
Shephard Park	4775	18
Grover Park	4483	22
Grover Park	4380	30
Grover Park	4387	18
Grover Park	4388	15

The City will, depending upon available funds, select from the following list of trees. Bidders should list a standalone price for each removal, as well as specify any volume discounts that will apply to multiple tree removals. The City will select some, all, or none of the removals and stump grinding services proposed.

CITY OF WARRENSBURG, MISSOURI
 PHASE III HAZARDOUS TREE REMOVAL PROJECT
BID FORM

The undersigned agrees to provide the services in conformance with the Request for Proposals, Instructions and Scope of Work. Proposals are due by November 30, 2016, by 10:00 a.m.

	TREE REMOVAL	STUMP GRINDING	TOTAL ITEM COST
<i>404 Grover (632)</i>	_____	_____	_____
<i>404 Grover (633)</i>	_____	_____	_____
<i>341 Christopher (710)</i>	_____	_____	_____
<i>209 Ming (1197)</i>	_____	_____	_____
<i>909 Vest (1736)</i>	_____	_____	_____
<i>320 W. Market (1398)</i>	_____	_____	_____
<i>307 Broad (692)</i>	_____	_____	_____
<i>306 Broad (693)</i>	_____	_____	_____
<i>306 Broad (694)</i>	_____	_____	_____
<i>421 N. College (1028)</i>	_____	_____	_____
<i>621 Broad (663)</i>	_____	_____	_____
<i>108 E. Russell (2501)</i>	_____	_____	_____
<i>506 Laurel (2359)</i>	_____	_____	_____
<i>420 Ming (1150)</i>	_____	_____	_____
<i>515 N. Main (1264)</i>	_____	_____	_____
<i>417 McGoodwin (2632)</i>	_____	_____	_____
<i>Lions Lake (4840)</i>	_____	_____	_____
<i>Shephard Park (4775)</i>	_____	_____	_____
<i>Grover Park (4483)</i>	_____	_____	_____
<i>Grover Park (4380)</i>	_____	_____	_____
<i>Grover Park (4387)</i>	_____	_____	_____
<i>Grover Park (4388)</i>	_____	_____	_____
		TOTAL BID	_____

Additional discount information: _____

Printed Name: _____

Phone #: _____

Address: _____

Signature: _____

Date: _____

**CONTRACTOR MASTER SERVICES AGREEMENT-PHASE III HAZARDOUS
TREE REMOVAL**

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

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 Contractor shall provide the City certain Tree Removal services for the benefit of the City as set forth in the Proposal and Scope of Work submitted to the City, according to the alternate selected by the City, and the Contractor shall provide the City, as applicable, with the services and other work outlined. Contractor 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. Contractor 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, the City's Request for Proposal and Project Specifications, or by further scope of work which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a City approved written proposal 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 Contractor, based upon City approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Contractor in writing. All proposals for work submitted to the Contractor by the City for work may contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Contractor 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 Contractor 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 Contractor to provide optional services, the Contractor's proposal shall respond to the options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor'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.

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 Contractor to provide work on an hourly fee plus expense basis, the Contractor'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** - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (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 its City Manager or Director of Parks 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.

1.5 **Grant Requirements** Contractor acknowledges that this is a grant funded project, and agrees to comply with all terms of the City's grant agreement, a copy of which is attached hereto.

2. **Compensation** - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor 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 Contractor, 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 Contractor's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the proposed 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 services or services not performed on a timely basis in accordance with the Contractor'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 Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.

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

4. **Coordination of Work and Work Product** - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor 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. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall 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, and Adobe .pdf format shall be acceptable.

5. Protection of Work, Property and Persons - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor 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 Contractor 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 Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, 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 Contractor, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Contractor 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 Contractors 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 Contractor 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 Contractor 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. Contractor 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 the project would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor 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 Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **Insurance Requirements** - Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, 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 at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to 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 Contractor, 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 \$410,185.00 per person and \$2,734,567.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

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

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 **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 project in the amount of at least \$410,185.00 per person and \$2,734,567.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.7 **Excavation or Underground Construction** - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other

buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement provides for alternations in, additions to, or the underpinning of an existing structure or structures.

6.8 **Subcontractor** - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

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 Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor 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 Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the City or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Contractor shall hold City harmless from any failure by Contractor 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 Contractor's proposal for services, the Contractor shall not delegate or subcontract any work to be performed by the Contractor 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.

8.1 The Contractor shall be fully responsible to the City for the acts and omissions of

its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

8.2 The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the City may exercise over the Contractor under any provision of this Agreement.

8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Contractor 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, Contractor agrees to either retain all test products or samples collected by or submitted to Contractor, or return same to the City as mutually agreed upon. In absence of agreement, Contractor 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 Contractor 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 Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor 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. 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. In this regard, it is understood and agreed that the Contractor 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 in writing. When the term City's representative is used, it shall mean the City Manager.

12. **Period of Services and Termination** – The period of performance under this agreement shall be for a period of ninety days, or until the work called for in the Scope of Work is completed, whichever is longer. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor 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 Contractor 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 Contractor 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 Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor 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 Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13. INTENTIONALLY OMITTED

14. **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.

15. **Certification of Lawful Presence / Work Authorization** - Contractor will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Contractor shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor'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.

16. **Nature of Relationship** - Contractor herein is an independent contractor and shall not act as an agent for the City, nor shall Contractor be deemed to be an employee of the City for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the City’s behalf or commit the City in any manner.

17. **Conflict of Interest** - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict. Contractor 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.

18. INTENTIONALLY OMITTED

19. **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.

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

CONTRACTOR

CITY OF WARRENSBURG, MISSOURI

BY:

Harold Stewart, II, City Manager

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

