



Procurement Division  
111 E Maple, PO Box 1019  
Independence, MO 64051-0519

**REQUEST FOR PROPOSAL**  
**Winner Road Complete Streets Project**  
**RFP #23040**  
**FEDERAL PROJECT NUMBER STBG-3379(440)**  
**CITY PROJECT NUMBER 112403**

***ATTENTION PROPOSER – COMPLETE AND RETURN WITH PROPOSAL***

Proposing Firm \_\_\_\_\_ Phone Number \_\_\_\_\_  
(Please print or type)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_ Email \_\_\_\_\_

The only authorized source for Request for Proposal (RFP) forms, addenda, and information regarding this RFP is [www.publicpurchase.com](http://www.publicpurchase.com). Using RFP forms, addenda, and information not obtained from [www.publicpurchase.com](http://www.publicpurchase.com) creates the risk of not receiving necessary information about the RFP that may eliminate your proposal from consideration.

Submit questions regarding this RFP online at [www.publicpurchase.com](http://www.publicpurchase.com) by deadline in the RFP schedule.

Proposals shall be submitted online via [www.publicpurchase.com](http://www.publicpurchase.com) by the date and time indicated. Paper, fax, or email responses will NOT be accepted and will not be returned to sender. Proposals are sealed in a virtual lockbox that can only be opened after the Request for Proposal (RFP) closing date and time, to maintain confidentiality of the proposal. All proposals are subject to the terms and conditions herein.

Submission of a proposal shall be deemed a firm offer and is not revocable within 120 days after response deadline.

**Winner Road Complete Streets Project  
Request for Proposal #23040**

**Proposed RFP Schedule**

These dates and times are subject to change:

Issue RFP	March 22, 2023
Deadline for questions	April 5, 2023, 4:00 p.m. local time
Proposals due	April 13, 2023, 4:00 p.m. local time
Evaluation	April 14 – April 28, 2023
Recommendation to Council	May 2023
Notification of award	May 2023

The Project is expected to be advertised for bid in Spring 2025 for a Summer 2025 construction start.

**Winner Road Complete Streets Project  
Request for Proposal #23040**

**1. INTENT**

The City of Independence, Municipal Services Department, requests proposals from qualified consulting engineering firms to prepare preliminary engineering plans with a strip map, right-of-way plans and legal descriptions, final plans, bid documents, and construction engineering and inspections services for the Winner Road Complete Streets project located in western Independence, MO.

The Request for Proposals (RFP) will be administered by the City of Independence, Municipal Services Department.

**2. PROJECT BACKGROUND**

The City has been awarded federal funding from the Mid America Regional Council's (MARC) Surface Transportation Block Grant Program (STP) fund to support the Winner Road Complete Streets project. The project will include the addition of ADA compliant sidewalks, on-street bicycle lanes, pedestrian signal improvements, transit stop improvements, new green infrastructure, and new streetlighting and traffic calming measures. These improvements will connect residents and users from US 24 Highway past Van Horn High School at Truman Road and terminate at the start of the Englewood Arts District near Hedges Avenue.

As part of the Complete Streets project, the intersection of Winner Road and Truman Road will undergo improvements to improve the alignment, and to provide better sidewalk and pedestrian connectivity for the students at Van Horn High School, and the public transit users in the area. The existing intersection has an unconventional alignment which negatively impacts pedestrian and vehicular flow, and creates safety issues, particularly for student pedestrians and drivers. These issues are exacerbated when school buses are entering and exiting the school.

The city also wishes to incorporate water system improvements along this stretch of Winner Road by eliminating undersized galvanized steel water mains which are still active in this area. The selected consultant is expected to coordinate the necessary water main improvements with the Independence Water Department.

**3. SCOPE OF SERVICES**

This project will provide Complete Streets improvements along Winner Rd from US 24 Highway to Hedges Avenue along with intersections improvements at the Truman Rd and Winner Rd intersection.

The selected consultant is expected to provide engineering services necessary for the design, permitting, bidding, and construction phases of the project.

Anticipated services include, but are not limited to, the following:

- a. Project Management and Coordination
- b. Topographic Survey
- c. Preliminary Plan preparation
- d. Public Meetings
- e. Geotechnical investigations
- f. Right-of-Way Plan preparation and legal descriptions/exhibits for property acquisition.
- g. Permitting submittals (including environmental and historic preservation permits)
- h. Water main & sanitary sewer main realignment/improvements design
- i. Utility Relocation Coordination
- j. Final Plan preparation
- k. Contract documents/specifications book preparation
- l. Engineer Cost Estimates
- m. Assistance during the bidding process

- n. Construction Engineering & Inspections
  - a. Preconstruction meeting
  - b. Shop drawings reviews
  - c. Periodic site inspections
  - d. Field reporting
  - e. Change Order preparation
  - f. Construction testing and inspections
  - g. Final punch list inspection

#### **4. PROPOSAL REQUIREMENT**

Candidates shall submit proposals that thoroughly respond to the items listed below (Evaluation Criteria). Proposer shall also include a project schedule as part of the submittal requirements. The most effective proposal will address the evaluation criteria, while minimizing unnecessarily elaborate presentation materials beyond that sufficient to present a complete and effective response. The proposal must be organized and presented in the exact order as outlined under the "Proposal Deliverables" section. Failure to do so may remove the firm from further consideration.

Initial proposals are to ONLY address the technical requirements of the request for proposals.

##### Submittal Format

Proposal text shall be limited to fifteen (15) pages, excluding the cover sheet, letter of intent, affidavit and contract. Pages sized letter or ledger, single-sided will be counted as one page. All text information should be shown in a readable font. Headers, footers, and other graphics may be provided in a different font type and size providing they are legible.

Additional exhibits, plans, Critical Path Method (CPM) Schedule printouts, resumes and figures will be accepted as appendices. Responders are encouraged to thoroughly address the requirements of the RFP for the highest quality response.

Since the City is receiving federal funding assistance the City will also require the contracting firm to provide documentation the firm is not suspended or debarred from transactions as recorded by the System Award Management (SAM) Exclusions database at <https://www.sam.gov/SAM/>. Recognition that the firm to be awarded is not on the exclusion list will be a condition for being granted an award.

#### **5. INFORMATION TO BE PROVIDED BY THE CITY**

Winner Road neighborhood: [Winner - City of Independence, Missouri](#)

Truman & Winner Road Plan: [https://www.ci.independence.mo.us/userdocs/ComDev/TrumanWinner\\_FINAL-REPORT.pdf](https://www.ci.independence.mo.us/userdocs/ComDev/TrumanWinner_FINAL-REPORT.pdf)

Truman Road Green Gateway Plan:

<https://www.ci.independence.mo.us/userdocs/ComDev/TRUMAN%20GREEN%20GATEWAY%20FINAL%20REPORT.pdf>

#### **6. PROPOSED CONTRACT**

The contract will include this RFP, the successful proposal, final negotiated statement of services and pricing, and all required documentation as outlined in the RFP.

## 7. **EVALUATION CRITERIA**

Proposals shall be evaluated on these criteria. The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information, if it is not included in the proposer's original proposal. Failure to provide such information may have an adverse impact on the evaluation of the proposer's proposal.

	Maximum % Weight
<b>1. Did the proposer respond to all requirements of the RFP?</b>	<b>YES/NO</b>
<ul style="list-style-type: none"><li>•If <b>YES</b>, proceed with evaluation.</li><li>•If <b>NO</b>, proposal is nonresponsive and disqualified from further review.</li></ul>	
<b>2. Evidence of experience of proposer &amp; references with similar projects.</b>	<b>20%</b>
<ul style="list-style-type: none"><li>•Familiarity and experience with similar projects.</li><li>•References from at least 5 clients of similar scope and size (Indicate contact person and telephone number for each).</li><li>•Experience and references listed by the proposer.</li></ul>	
<b>3. Expertise of personnel.</b>	<b>25%</b>
<ul style="list-style-type: none"><li>•Include a list of the key team members.</li><li>•Consider comparable experience and background of specific personnel that shall be assigned to the City's project.</li><li>•Experience of personnel on projects of similar scope and size.</li><li>•Resumes for each team member included in response.</li></ul>	
<b>4. Applicable resources.</b>	<b>20%</b>
<ul style="list-style-type: none"><li>•Extent of applicable resources available to the proposer to complete the City's project.</li><li>•Standard quality assurance/quality control program or procedures the firm has in place.</li><li>•Adequacy and ability of proposed team/resources to complete project within proposed time frame.</li></ul>	
<b>5. Project Understanding and Project Approach.</b>	<b>35%</b>
<ul style="list-style-type: none"><li>•Acceptance of the City's standard terms and conditions or proposed contract.</li><li>•Proposer's approach and understanding of the scope of services and total project as evidenced in the proposal.</li><li>•Project schedule and detailed approach is reasonable and responsive to City's needs.</li><li>•Identify and recognize critical or unique issues specific to the project.</li><li>•Adequacy of proposed communications process</li><li>•Unique approaches that have been successful elsewhere or illustrate an elevated understanding of the City's needs as related to the project scope</li></ul>	

## 8. **PROPOSAL DELIVERABLES**

Proposals must be received by the date and time stated on page 2, through [www.publicpurchase.com](http://www.publicpurchase.com). The proposer shall submit, at a minimum, the following information and documents as part of the proposal:

- A. Cover sheet, completed
- B. Letter of intent/introduction from proposer
- C. Affidavit, completed and notarized (scanned copy is acceptable)
- D. Response to the requirements in this RFP (including schedule) as outlined in the "Evaluation Criteria".

Proposals will not be accepted after the deadline for submission, regardless of the reason. Any exceptions to the RFP must be submitted as part of the proposal. Firms selected for award will be required to provide proof of insurance and City of Independence business license as stipulated herein.

## **9. EVALUATION PROCESS**

The City will deem a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of the RFP. Minor omissions or informalities may be waived at the sole option and discretion of the City. The City also reserves the right to reject any and all proposals, make no award, or make multiple awards as a result of this solicitation. Responsive proposals will be evaluated in the following manner:

- A. An evaluation team will review and rank all proposals individually according to the criteria established in this RFP. The team may contact proposers if any clarification is needed on the proposal.
- B. Proposers whose proposals are ranked the highest by the evaluation committee may be asked to participate in an interview and demonstration process to ensure a mutual understanding of the City's requirements and the proposal. However, the committee may decide that interviews or demonstrations are not necessary and make recommendation for award based on the information provided in the proposal. Interviews and demonstrations will be scored by the evaluation team based on criteria developed by the team during the evaluation process.
- C. The firm that provides the City with the best value based on the established evaluation criteria will be recommended for approval. Procurement in excess of \$50,000 require City Council approval prior to award.
- D. In accordance with federal, state and local laws, the proposal documents will be available for public review following: rejection of all proposals; posting of the Notice of Intent to Award; execution of the contract or purchase order.

## **10. RIGHT OF PROTEST**

A Notice of Intent to Award will be posted on the Internet at [www.publicpurchase.com](http://www.publicpurchase.com) for procurements in excess of \$50,000. Any protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor [www.publicpurchase.com](http://www.publicpurchase.com) shall be responsible for directly notifying proposer of the Notice of Intent to Award. Protests must be received in the office of the Procurement Manager and must contain the company name, address, phone number and signature of the authorized representative; solicitation number; a detailed statement describing the grounds for the protest; and supporting evidence or documents to substantiate the claim. The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

## **11. TERMS AND CONDITIONS**

### **A. COMPENSATION**

The City shall pay the successful proposer an amount not to exceed the amount stated in the fee schedule included in the proposer's proposal. Regular (e.g. monthly) invoices shall be submitted by the successful proposer to the City for payment of services performed and expenses incurred. Invoices shall indicate the hours expended for each person, the total labor billing, and a summary of other expenses and charges with supporting documentation. Payment will be made by the City within thirty (30) days of receipt of invoice. Payment with the City's credit card is the preferred method of payment, provided no processing fees are assessed. If proposer will not accept the City's credit card, payment will be made via check on a Net 30 basis. The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Successful proposer shall not include any sales or use taxes on transactions between the successful proposer and City.

### **B. VENDOR SELF SERVICE (VSS)**

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal. Complete instructions for registering are included in the documents listed with this RFP.

### **C. PERMITS AND LICENSES**

The successful proposer shall procure all necessary local permits and licenses and a City of Independence business license, unless exempt under state law. Successful proposer will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed and will require the same of all sub-contractors. The successful proposer must furnish and maintain certification of authority to conduct business in the State of Missouri.

### **D. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by successful proposer as part of the services shall become the property of City, provided, however, that successful proposer shall have the unrestricted right to their use.

Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

#### **E. CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT**

Either party may request changes within the general scope if a contract is awarded. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and successful proposer will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or written modification.

#### **F. STANDARD OF CARE**

Successful proposer shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

#### **G. LIABILITY AND INDEMNIFICATION**

Having considered the potential liabilities that may exist during the performance of a potential contract and the successful proposer's fee, and in consideration of the mutual covenants contained in the contract, City and successful proposer agree to allocate and limit such liabilities in accordance with this section:

Successful proposer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees, against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the successful proposer's negligent performance of services under the contract and that of its sub-contractors, or anyone for whom the successful proposer is legally liable. Successful proposer shall indemnify City against legal liability for damages arising out of claims by successful proposer's employees.

#### **H. INSURANCE**

##### **Architect, Engineering, and Survey Services**

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

(1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate.

(3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Consultant. The City is to be named as an additional insured as the City's interest may appear for the General Liability and the Automobile Liability Insurance. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

The City shall not obtain worker's compensation insurance on behalf of the Consultant or the employees of the Consultant. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

#### **WORKER'S COMPENSATION**

The City shall not obtain worker's compensation insurance on behalf of the Consultant or the employees of the Consultant. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

#### **I. SHIPPING, TITLE, AND RISK OF LOSS**

All sales and deliveries are F.O.B. City.

#### **J. DELAY IN PERFORMANCE**

Neither City nor successful proposer shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or successful proposer as required. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the contract.

#### **K. TERMINATION**

City may terminate or suspend performance of a contract that results from this solicitation, for City's convenience upon written notice to successful proposer whom becomes the contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay contractor for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to contractor's compensation.

The contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to contractor.

#### **L. WAIVER**

A waiver by either City or successful proposer of any breach of the contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **M. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of the contract or the occurrence of any event that renders any portion or provision of the contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the contract, and the balance of the contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire contract from being void if a provision, which is of the essence of this contract, be determined void.

#### **N. SUCCESSORS AND ASSIGNS**

City and successful proposer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of the contract.

#### **O. ASSIGNMENT**

Neither City nor successful proposer shall assign any rights or duties under the contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under the contract.

#### **P. THIRD PARTY RIGHTS**

Nothing in this document shall be construed to give any rights or benefits to anyone other than City and successful proposer.

#### **Q. INDEPENDENT CONTRACTOR**

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. A contract resulting from this solicitation shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

#### **R. AUDIT**

Successful proposer agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under a successful contract, have access to and the right to examine and copy any pertinent books, documents, papers, and records of the successful proposer involving transactions related to the contract.

#### **S. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract or purchase order, the successful proposer agrees:

Not to discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The successful proposer will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The successful proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

To state in all solicitations or advertisements for employees placed by or on behalf of the successful proposer that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

To send to each labor union or representative of workers with which they has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the said labor union or workers' representatives of the successful proposer's



commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

To comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

To furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event the successful proposer is not compliant with the non-discrimination clauses of this contract or purchase order, with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The proposer will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The successful proposer will take such action with respect to any sub-contractor or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an successful proposer becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the department, the successful proposer may request the United States to enter into such litigation to protect the interest of the United States.

#### **T. GOVERNING LAW**

Contracts shall be governed by the laws of the State of Missouri. The City and the successful proposer agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that successful proposer's performance under the contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under the contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the successful proposer submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

#### **U. MISSOURI SUNSHINE LAW**

The proposer acknowledges and agrees that the City is bound by the Missouri Open Records Law (Sunshine Law) and cannot protect information for the sole reason that it is marked "confidential" or "proprietary". All information submitted in response to this RFP shall be available for public review in accordance with all federal, state and local laws after: 1) posting of the Notice of Intent to Award; 2) a contract has been executed; or 3) all proposals have been rejected. Requests must be submitted in writing to the Procurement Manager, City of Independence

#### **V. COMMUNICATIONS**

Any communication shall be made in writing to the authorized representative at the address specified below on the cover page of the proposal response. Communications with the City shall be to Procurement Manager, 111 E. Maple, Independence, MO 64050. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of successful proposer and City.

#### **W. SEPARATE CONTRACTS**

City and successful proposer each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

#### **X. ENTIRE CONTRACT**

A contract resulting from this solicitation and successful proposer's proposal represents the entire agreement between the City and successful proposer. All previous or contemporaneous agreements, representations, promises and conditions relating the successful proposer's services described herein are superseded.

#### **Y. PRECEDENCE OF DOCUMENTS**

The RFP including the terms and conditions, the successful proposer's proposal, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order or contract shall take precedence over the RFP and the RFP shall take precedence over the proposer's proposal.

AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ of the City of \_\_\_\_\_  
\_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_,

being duly sworn on her or his oath, deposes and says:

1. That I am the \_\_\_\_\_ (Title of Affiant) of  
\_\_\_\_\_ (Name of Proposer) and  
have been authorized by said proposer to make this affidavit on the proposer's behalf;
2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the proposer is offering to sell to the City pursuant to this RFP, nor is the proposer a City employee or board member whose proposal creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit proposals or the selection of the successful proposer;
3. Proposer has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this RFP; and
4. Proposer is responsible for submitting with his or her proposal a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this RFP; and
5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

\_\_\_\_\_ (Name of Proposer)  
By: \_\_\_\_\_ (Signature of Affiant)  
\_\_\_\_\_ (Title of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

NOTARY PUBLIC in and for the County of \_\_\_\_\_

State of \_\_\_\_\_

My commission expires:

**CONTRACT FOR  
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and,  
\_\_\_\_\_, a Corporation (hereinafter called consultant).

**WITNESSETH:**

WHEREAS, City requires \_\_\_\_\_ services and,  
WHEREAS, consultant is prepared to provide said professional services and shall give consultation and advice to City during the performance of said services;  
NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this contract, agree as follows:

**ARTICLE 1 – EFFECTIVE DATE**

The effective date of this contract shall be \_\_\_\_\_.

**ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant's proposal, and pricing.

**ARTICLE 3 – PERIOD OF SERVICE**

The services shall be completed by \_\_\_\_\_.

**ARTICLE 4 – COMPENSATION**

For services performed, the City shall pay the consultant, an amount not to exceed \_\_\_\_\_.

Regular (e.g. monthly) invoices shall be submitted by the consultant to the City for payment of services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation.

The City's payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt of the complete invoice. The City's preferred method of payment is via City credit card with no added fees. If credit is not acceptable, payment will be made by check.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Consultant shall not include any sales or use taxes on transactions between the consultant and City.

**ARTICLE 5 – PERMITS AND LICENSES**

The consultant shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Consultant will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all sub-consultants. The consultant must furnish and maintain certification of authority to conduct business in the State of Missouri.

**ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by consultant as part of the services shall become the property of City, provided consultant has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

**ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT**

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

#### **ARTICLE 8 – STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

#### **ARTICLE 9– LIABILITY AND INDEMNIFICATION**

Having considered the potential liabilities that may exist during the performance of this contract and the consultant's fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this article.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees against all damages liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by the consultant's negligent performance of professional services under this contract and that of its sub-consultants or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

#### **ARTICLE 10 – INSURANCE**

##### **Architect, Engineering, and Survey Services**

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

(1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate.

(3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Consultant. The City is to be named as an additional insured as the City's interest may appear for the General Liability and the Automobile Liability Insurance. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

The City shall not obtain worker's compensation insurance on behalf of the Consultant or the employees of the Consultant. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

#### **WORKER'S COMPENSATION**

The City shall not obtain worker's compensation insurance on behalf of the Consultant or the employees of the Consultant. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

#### **ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS**

All sales and deliveries are F.O.B. City.

#### **ARTICLE 12 – DELAY IN PERFORMANCE**

Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraints; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or consultant under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

#### **ARTICLE 13 – TERMINATION**

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant's compensation.

This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

#### **ARTICLE 14– WAIVER**

A waiver by either City or consultant of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 15 – SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

#### **ARTICLE 16 – SUCCESSORS AND ASSIGNS**

City and consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

#### **ARTICLE 17 – ASSIGNMENT**

Neither City nor consultant shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

#### **ARTICLE 18– THIRD PARTY RIGHTS**

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

#### **ARTICLE 19– INDEPENDENT CONSULTANTS**

Each party shall perform its activities and duties hereunder only as an independent consultant.

The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

#### **ARTICLE 20– AUDIT**

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the consultant involving transactions related to this contract.

#### **ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract or purchase order, the consultant agrees as follows:

The consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The consultant will send to each labor union or representative of workers with which consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

## **ARTICLE 22 – GOVERNING LAW**

This contract shall be governed by the laws of the State of Missouri. The City and the consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that consultant's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

## **ARTICLE 23 – COMMUNICATIONS**

Any communication required by this contract to the consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

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Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of consultant and City.

## **ARTICLE 24 – SEPARATE CONTRACTS**

City and consultant each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

## **ARTICLE 25 – ENTIRE CONTRACT**

This contract represents the entire agreement between the City and consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the consultant's services described herein are superseded. The RFP including the terms and conditions, the consultant's response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the consultant's response and written proposal.

## **ARTICLE 26 – SURVIVAL OF TERMS**

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 22 – Governing Law; Article 25 – Entire Contract; and this Article 26 – Survival of Terms.

IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

**City**

By \_\_\_\_\_

Date \_\_\_\_\_

**Consultant**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_