



Request for Proposals

CITY OF LEBANON REQUEST FOR PROPOSALS AIRPORT CONSULTING SERVICES FY24 BID NUMBER: AP-73-240123-F-812

The City of Lebanon, Missouri ("The City") invites proposals from qualified firms desiring to provide engineering services, planning/environmental services, and consulting services for airfield development projects at the Floyd W. Jones Lebanon Airport as specified herein for the City of Lebanon. Proposals will be for all services requested, do not send a proposal for one service.

Proposals will be accepted until **2:00 PM Tuesday, January 23, 2024**. Proposals will be accepted electronically through our e-bidding service provider, Ion Wave Technologies from qualified persons or firms interested in submitting a proposal.

For questions regarding the Request for Proposals please contact Jessica Meiners, Purchasing Agent at (417) 991-2321 or jmeiners@lebanonmo.org or Jarrad Schomaker, Airport Director, at (417) 991-3993 or jschomaker@lebanonmo.org.

The successful Proposer shall enter into an agreement in a form substantially similar to the City's Form of Agreement; such Agreement shall embody the requirements and terms and conditions of the Request for Proposals, and the proposal as accepted by the City. The term of the agreement shall be for five years unless documentation is provided by one or both parties thirty (30) days prior to the annual anniversary date of the original signed agreement.

REQUEST FOR PROPOSALS – AIRPORT CONSULTING SERVICES FY24

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PART ONE – INTRODUCTION

1.0 General Information

- 1.1 The City of Lebanon is requesting proposals qualifications from qualified firms desiring to provide engineering, planning/environmental, and consulting services for airfield development projects at the Floyd W. Jones Lebanon Airport specified herein for the City of Lebanon. The term of the agreement shall be for five (5) years unless documentation is provided by one or both parties thirty (30) days prior to the anniversary date of the original signed agreement.
- 1.2 To be considered, all interested proposers must submit proposals electronically through our e-bidding service provider, Ion Wave Technologies **by 2:00 P.M. TUESDAY CST January 23, 2024.**
- 1.3 The City reserves the right to reject any or all proposals submitted, or parts thereof. There is no expressed or implied obligation for the City to reimburse the responding firms for any expenses incurred in preparing proposals in response to this request.
- 1.4 The City reserves the right to negotiate with the lowest bidder to reduce the material, equipment, services, or overall project cost.
- 1.5 The City reserves the right to make multiple awards of the bid.
- 1.6 Proposals submitted will be evaluated by a Selection Committee.
- 1.7 During the evaluation process, the Selection Committee and the City of Lebanon reserve the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
- 1.8 The City of Lebanon reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lebanon and the firm selected. Specific details of all proposals become public information upon their receipt and acceptance by the City
- 1.9 Submitting firms may at their option include a contract for consideration. The City reserves the right to modify any proposed form agreement or withdraw its award to a successful respondent if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to City legal counsel.
- 1.10 It is anticipated the recommendation of a firm will be completed by **January 2024**. Following the notification of the selected firm, it is anticipated a contract will be executed between both parties in **February 2024**.
- 1.11 It is the intent and purpose of the City that the request for proposals provides fair and equal opportunity to each firm to submit competitive proposals. It shall be the firm's responsibility to advise the City of Lebanon, at least ten (10) days prior to the proposal date, of any language or requirements of this Request For Proposal, which unreasonably limit the ability of the Proposer to respond.
- 1.12 The City reserves the right to add or remove services. Before any services are added or removed the City will discuss changes with the contract and the price will be adjusted according to the change.

1.13 Fees will be negotiated for projects as federal funds become available. Consultants shall not include fee or cost information when responding to this solicitation. Prospective consultants are advised that applied overhead rates must be in accordance with the cost principles established within Federal Regulation 48 CFR Part 31, Contract Cost Principles and Procedures. After selection, the successful firm will be required to submit a copy of their current overhead rate audit certification or MoDOT pre-approval.

1.14 Contracts are subject to all applicable Federal Provisions, which include, but are not limited to:

- Title VI of the Civil Rights Act of 1964
- Section 520 of the Airport and Airway Improvement Act of 1982
- DOT Regulation 49 CFR Part 20 – Lobbying and Influencing Federal Employees
- DOT Regulation 49 CFR Part 26 – Disadvantaged Business Enterprises Participation
- DOT Regulation 49 CFR Part 30 – Foreign Trade Restriction Clause
- DOT Regulation 2 CFR Part 180 and 1200 – Government Debarment and Suspension
- DOT Regulation 2 CFR 200 Appendix II, including Access to Records and Reports, Breach of Contract Terms, Rights to Inventions, and Termination of Contract

PART TWO – SCOPE OF SERVICES

1.0 General Information

1.1 The City of Lebanon is requesting proposals qualifications from qualified firms desiring to provide engineering, planning/environmental, and consulting services for airfield development projects at the Floyd W. Jones Lebanon Airport specified herein for the City of Lebanon. The term of the agreement shall be for five (5) years unless documentation is provided by one or both parties thirty (30) days prior to the anniversary date of the original signed agreement. The purpose of the request for qualifications is to demonstrate the competence and capacity of the firm seeking to provide airport consulting services to the City. As such, the substance of the proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Interested consultants must be registered to do business in the State of Missouri and must be in good standing with the Secretary of State's office.

2.0 Scope of Work

2.1 Airport engineering, planning, and consulting services shall include, but not limited to (on an as needed basis):

- Airport pavement rehabilitation, maintenance, markings, earthwork, and improvements, i.e. crack-fill, sealcoat, overlay, grading, marking, etc.
- Pavement maintenance and marking.
- Reconstruct T-Hangar Taxi Lane.
- Reconstruct midfield hangar apron.
- Relocate north section of Taxiway A.
- Extend Taxi Lane F.
- Rehabilitate Runway 18-36.

2.2 Projects may be subject to future receipt of Federal funding under the Federal Aviation Administration (FAA) Airport Improvement Program, as administered by the Missouri Department of Transportation (MoDOT) through the State Block Grant Program (SBGP).

2.3 The required services include, but are not limited to, engineering services for preliminary, design, bidding, and construction phases and incidental special services including geotechnical, preparing categorical exclusion documentation, as built ALP updates, and surveying. The consultant should provide the name(s) of preferred firm(s) for any work which is likely to be sub-consulted. Sub-

consultant changes can occur with City approval. At the Sponsor’s discretion, this selection can be retained for projects initiated within five years or until all projects are complete. Projects other than those listed above will require a new solicitation except as allowed in FAA Advisory Circular 150/5100-14 paragraph 2.7.2 (4). Disclosure: Under a previous agreement, Crawford, Murphy, and Tilly assisted the Sponsor with preparation of their CIP and the cost estimates.

PART THREE – TIME REQUIREMENTS

1.0 Proposal Calendar

The following is a list of key dates up to and including the date proposals are due:

Request for proposals issued	December 28, 2023
Question Cutoff Date	January 17, 2024
Proposals due	January 23, 2024

2.0 Projected Notification and Contract Dates

Firm Selected/Notified by	January 2024
Contract for Council presentation by	February 2024
Signed contract to firm by	February 2024
Plan and discussions begin	Upon Receipt of executed contract.

PART FOUR – PROPOSAL REQUIREMENTS

1.0 General Requirements

The Proposer is strongly encouraged to thoroughly review the entire Request for Proposal. Failure to do so could result in improper submittal and rejection of offer. All proposals will be reviewed for compliance with the submission requirements contained in this Request for Proposals.

1.1 Inquiries

Inquiries concerning the Request for Proposal must be made in writing to:

Purchasing Agent
Jessica Meiners
jmeiners@lebanonmo.org

Questions concerning the Request for Proposal shall be submitted through the e-bidding portal.

1.2 Submission of Proposals

The following material is required to be received by **2:00pm CST on January 23, 2024**, for a proposal to be considered:

- 1.2.1 A digital copy uploaded into the e-bidding site, to include the following:
 - 1.2.1.1 **Title Page:** Title page showing the Request For Proposal’s subject; the firm's complete legal name; the name, address and telephone number of a contact person, and the date of the proposal.
 - 1.2.1.2 **Table of Contents**

- 1.2.1.3 **Transmittal Letter:** A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, a commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days after the date and time set for receipt.
- 1.2.1.4 **Addenda** – (if applicable)
- 1.2.1.5 **Appendix A** – Proposer Guarantees and Warranties
- 1.2.1.6 **Appendix D** – Work Authorization Affidavit and E-Verify
- 1.2.1.7 **Appendix F** – Affidavit of Compliance
- 1.2.1.8 **Detailed Proposal:** The detailed proposal shall include a discussion of all items set forth in this request for proposals.

2.0 Technical Proposal

2.1 General Instructions

- 2.1.1 The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of firms desiring to provide consulting services for airfield development projects in conformity with the requirements of this Request for Proposal. Services include, but are not limited to, engineering services for preliminary, design, bidding, and construction phases and incidental special services including geotechnical, preparing categorical exclusion documentation, as built ALP updates, and surveying. As such, the substance of proposal will carry more weight than their form or manner of presentation. The technical proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.
- 2.1.2 The Request for Proposal (RFP) is intended to provide firms with a common, uniform set of instructions to assist them in the development of their proposals and to provide a uniform method for the City to fairly evaluate proposals and subsequently select a vendor.
- 2.1.3 The City assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this process. In addition, the City will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City other than those given in writing by the City through the issuance of addenda. In no event may a vendor rely on any oral statement by the City or its' agents, advisors or consultants. It is the full responsibility of the vendor to thoroughly investigate the needs/requirements of the City not necessarily assumed.

2.2 Mandatory Proposal Elements

- 2.2.1 Company History
- 2.2.2 Size of Firm
- 2.2.3 Location of offices in which the work engagements will be performed.
- 2.2.4 List of staff to be involved with work engagements, including resumes of key staff.
- 2.2.5 Organizational structure of firm.
- 2.2.6 Identify relevant projects the firm has executed in the last five years with references.
- 2.2.7 Appropriate references.

- 2.2.8 Proof of firm's liability, professional liability, and worker's compensation insurance
- 2.2.9 A list of any consultants that will be affiliated with the firm in the performance of the services requested by the City.
- 2.2.10 **Do not include any cost or hourly rate schedule or fee related information with your Request for Proposals.**

2.3 Term of the Contract

- 2.3.1 The term of this contract shall be for five years unless documentation is provided by one or both parties thirty (30) days prior to the anniversary date of the original signed agreement.

PART FIVE – EVALUATION PROCEDURES

1.0 Selection Committee

Proposals submitted will be evaluated by a committee selected by the Selection Committee.

2.0 Review of Proposals

- 2.1 The Selection Committee will make its recommendation to the City Council based on its review of the proposals.
- 2.2 The City of Lebanon reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.
- 2.3 The City of Lebanon reserves the right to reject any and all proposals received, and to select the proposal which is determines to be in its best interest.
- 2.4 All proposals must be submitted electronically through the City's e-bidding service provider, Ion Wave Technologies at <https://lebanonmissouri.ionwave.net/Login.aspx>.
- 2.5 During the evaluation process, the City of Lebanon reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposal, or allow correction of errors or omissions.

3.0 Evaluation Process

- 3.1 During the evaluation process, the City of Lebanon reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposal, or allow correction of errors or omissions. Proposals will be submitted to the City staff for consideration. Selection process is summarized as follows:
 - City of Lebanon solicits qualifications for identified professional services.
 - Interested professionals submit qualifications.
 - The City of Lebanon evaluates the firms based on a) Experience and competence of firm, b) Capacity of firm to complete the work in the timeframes needed, c) Past performance and history of similar projects, d) proximity to and familiarity with project area. The top 2 – 5 firms are placed on the "short list".
 - The City of Lebanon evaluates the firms on the short list to determine the firm most qualified to perform the services. This may include interviews or presentations.
 - The City of Lebanon and the selected firm develop a well-defined project description and scope of services.

- The selected firm submits a copy of their hourly fee structure and estimated hours required to complete typical projects. The City of Lebanon and the firm negotiate to assure the hours and fees are reasonable and fair. If an agreement cannot be reached with the first firm, negotiations will be terminated and initiated with the second firm. The selected consultant will be required to submit a not to exceed cost estimate for each individual project before any project is released for work.
- After successful negotiations, the City of Lebanon and the consultant enter into a contract for services.

4.0 Evaluation Criteria

Proposals will be evaluated using the following sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria, which will be considered during the evaluation process:

4.1 General Experience of Firm – Evaluate the consulting firm based on the following:

- Recent experience in airport projects
- Capability to perform all aspects of project
- Ability to meet schedules within budget
- Knowledge of FAA/MoDOT design and construction standards
- Knowledge of FAA/MoDOT regulations, policies and procedures
- Quality of previous airport projects undertaken
- Familiarity with, and proximity to the project
- An implemented Affirmative Action Program

The maximum value of 35 points is for many years (over 20 years) of established practice in the proposed type of work and related studies. A maximum value of 18 points may be assigned for above-average experience (15 – 20 years), while a maximum value of 13 points may be given for experience adequate (10 – 15 years) to perform the contract. The points for a firm with little operating experience in the selected field may be reduced further.

4.2 Overall past performance

Rate the adequacy of firms that have previously performed work with the City of Lebanon or other agencies in related fields, assigning a maximum of 10 points. (20 = excellent, 15 = adequate, 10 = fair, 0 = inadequate)

4.3 Qualifications of personnel

Rate the qualifications of employees designated to this engagement, assigning a maximum of 30 points for the firm with the most qualified personnel (qualitative). Those rated 20 points are considered good but lack extensive experience in the particular type of service desired. A value of 10 points is assigned to firms with well-qualified personnel who have no experience in the proposed area of work. Reduce the rating for a level of personnel inadequate to handle the firm's indicated workload.

4.4 Familiarity with capability

Evaluate the firm's familiarity and ability to comply with the required procedures and contract requirements, using a maximum of 10 points for a consultant that previously performed satisfactory work. Firms that have performed similar type work only for other governmental agencies are assigned a maximum of 5 points.

4.5 Accessibility

Priority is given to firms with a previously established record of responsiveness to their clients' needs and a familiarity with the area in which the project is located. A value of 15 points should be allocated to such firms, with lesser values given to firms not satisfying these requirements.

5.0 Final Selection

- 5.1 The City Council will select a firm based upon the recommendation of the Selection Committee following its evaluation of proposals received.
- 5.2 It is anticipated that a firm will be selected by **January 2024**. Following notification of the firm selected, it is anticipated a contract will be executed between both parties during **February 2024**.

6.0 Right to Reject Proposals

- 6.1 Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.
- 6.2 The City reserves the right without prejudice to reject any or all proposals.

APPENDIX A – PROPOSER GUARANTEES AND WARRANTIES

1.0 Proposer Guarantees

- 1.1 The Proposer certifies it can and shall provide and make available, at a minimum, all services set forth in the Scope of Work.

2.0 Proposer Warranties

- 2.1 Proposer warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.
- 2.2 This firm is registered to do business in the State of Missouri and is in good standing with the Secretary of States' Office.
- 2.3 Proposer warrants that it is willing and able to adhere to the insurance requirements set forth in this proposal and carries insurance coverage that meets or exceeds the minimum requirements of the City of Lebanon.
- 2.4 Proposer warrants that it shall not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City.
- 2.5 Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Proposer: _____

By: _____

Name (Please print): _____

Title: _____

Firm: _____ Date: _____

APPENDIX B – SPECIAL PROVISIONS AND INSURANCE

- 1.0 Insurance: The firm shall secure and maintain during the entire term of the contract and extensions thereto, insurance in an amount satisfactory to the City.
- 2.0 The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor

MINIMUM INSURANCE REQUIREMENTS

Coverage	Minimum Amounts & Limits
Workman's compensation (Including Employer's liability)	Statutory \$1,000,000 per accident \$1,000,000 per person per disease \$1,000,000 disease aggregate
Commercial general liability including XCU coverage (if applicable)	\$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate
Business auto liability	\$1,000,000 per occurrence, for owned, non-owned, and hired
Professional liability (if applicable)	\$1,000,000 per claim, \$2,000,000 aggregate

APPENDIX C– CRITERIA FOR EVALUATING REQUEST FOR PROPOSALS

	Points Possible	Points Assigned
GENERAL EXPERIENCE OF FIRM (35 Points)	0-35	
OVERALL PAST PERFORMANCE (10 Points)	0-10	
QUALIFICATIONS OF PERSONNEL (30 Points)	0-30	
FAMILIARITY AND CAPABILITY (10 Points)	0-10	
ACCESSIBILITY (15 Points)	0-15	
TOTAL POINTS FOR QUALIFICATIONS (100 Points)	0-100	

APPENDIX D – WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. [RSMO 285.530 (2)] As a condition of the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Laclede County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

The required documentation must be from the federal work authorization program provider. E.g. the electronic signature page from the E-Verify Program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate a FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law. All submittals shall include the signed and notarized Work Authorization Affidavit AND electronic signature page from the E-Verify program.

CITY OF LEBANON, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000)

County of _____)
_____)ss.
State of _____)

My name is _____. I am an authorized agent of _____ ("Bidder")

Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lebanon, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lebanon, Missouri or enter into a contract with a sub-bidder/sub-contractor that knowingly employs or contracts with an illegal alien.

Affiant

Printed Name

Subscribed and sworn to before me this _____ day of _____, 20 _____

Seal

Notary Public

APPENDIX E – AGREEMENT FOR SERVICES

CONTRACT # **AP-73-240123-F-812**

City of Lebanon
PO Box 111
Lebanon, MO 65536
Ph. 417-532-2156

CONSULTANT
Company Name: _____
Attn: _____
Address: _____

Ph. _____
Fax _____

THIS CONTRACT (hereinafter “Contract”) by and between the City of Lebanon, a municipal corporation of the State of Missouri, (hereinafter called “City”) and _____, (hereinafter called “Consultant”), is made and entered into on the date of execution of the last party signing (hereinafter “Effective Date”). City and Consultant are each individually referred to herein as “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the City has a need for certain technical and professional services as defined herein and further described in the Request for Proposals (hereinafter called “RFP”) set forth herein and other Contract Documents; and

WHEREAS, the City of Lebanon has desires to engage the Consultant to provide **Airport Consulting Services FY24** hereafter described in **RFP # AP-73-240123-F-812** which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Consultant submitted its proposal describing offered services and payment terms and/or fee schedule attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the City desires to engage Consultant to perform such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. Services shall only be provided after receipt of written request or order from the City.
2. **Services:** The Consultant represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Consultant’s profession practicing in the State of Missouri within the same general. Consultant will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City’s Request for Proposals No. **AP-73-240123-F-812** (hereinafter “RFP”); the Service Provider’s Response to the RFP, (“Proposal”); Scope of Services (“Scope”) and Payment Terms and/or Fee Schedule, attached hereto as Exhibit B. That both Parties hereby accept and agree to the terms and conditions of said RFP, Scope of Services and Payment Terms and/or Fee Schedule documents, and that the parties are bound thereby and that the compensation to be paid to the Consultant is as set forth in the Consultant’s RFP. In the event of a conflict between the Consultant’s Proposal and the City’s Contract Documents, the City’s Contract Documents shall control.

Consultant shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If Consultant fails to meet the foregoing standards, Consultant shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct errors and omissions which are caused by Consultant failure to comply with the above standard

3. Services shall only be provided after receipt of written request or order from the City.
4. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be an original enforceable contract. (Add or delete)
5. **Addition Or Deletions To Services.** City may add to Consultant's services or delete therefrom, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Consultant shall undertake such changed activities only upon the written direction of City. All such directives and changes shall be in written form and prepared and approved by the Parties.
6. **Personnel.** Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this Agreement by Consultant. Such personnel shall not be employees of or have any contractual relationship with City, except as employees of Consultant. All of the services required hereunder will be performed by Consultant or under Consultant's direct supervision. All Consultant's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City.
7. **Amount Not To Exceed.** It is expressly understood that in no event will the total compensation to be paid to the Consultant under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of provided in the proposal submitted in the RFP. If additional services are requested by the City, the Consultant will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Consultant for such approved additional services shall not exceed the approved amount. Consultant's fees for additional services shall be billed on an hourly basis at Consultant's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

OR

Compensation. It is expressly understood that in no event will the compensation to be paid to the Consultant under the terms of this Contract for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in Exhibit B. Service Provider agrees that the price for all line items outlined in Exhibit B shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Consultant for such approved additional services shall not exceed the approved amount. Consultants fees for additional services shall be billed on an hourly basis at Consultants current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services

- a. Conditioned upon acceptable performance. Provided Consultant performs the services in the manner set forth in the proposal hereof, City agrees to pay Consultant in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to Consultant for services rendered under this Agreement, City expressly

reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner.

- b. CITY shall have ten (10) days from the date of receipt of the invoice to register City's disapproval of the work billed on that invoice. Following Consultant's receipt of said disapproval, Consultant shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, Consultant shall notify City of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

- 8. **Contract Term.** The term of this Contract shall be for a five (5) year period from the effective date unless documentation is provided by one or both parties thirty (30) days prior to the annual anniversary date of the original signed contract.
- 9. **Termination of Agreement.**
 - a. **Termination For Breach.** Failure of Consultant to fulfill Consultant's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Project agreed to by both Parties shall constitute a breach of this Agreement, and City shall thereupon have the right to immediately terminate this Agreement. City shall give seven (7) days written notice of termination to Consultant by one of three different means: U.S. Postal Service Mails or by hand delivering a copy of the same to Consultant; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Consultant or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, City, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by Consultant under this Agreement prior to the date of termination. Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of this Agreement by Consultant.
 - b. **Termination for Convenience.** City shall have the right at any time by written notice to Consultant to terminate and cancel this Agreement, without cause, for the convenience of City, and Consultant shall immediately stop work. In such event City shall not be liable to Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, City, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, and reports or other materials prepared by Consultant under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at City's own risk and without any liability to Consultant. Anticipatory profits and consequential damages shall not be recoverable by Consultant.
- 10. **Assignment.** Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of City thereto. Notice of such assignment or transfer shall be furnished in writing promptly to City. Any such assignment is expressly subject to all rights and remedies of City under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require City to give any notice to any such assignee of any actions which City may take under this Agreement, though City will attempt to so notify any such assignee.
- 11. **Compliance with Laws.** Consultant agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.
- 12. **Employment of Unauthorized Aliens Prohibited:** Consultant shall comply with Missouri Revised Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in **Exhibit H**. Consultant shall require all subConsultants to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subConsultant performing Work on the Project.

13. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder. Consultant agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Consultant and City, and City will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.
14. **Consultant's Insurance:** Consultant shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
 - a. **Workers' Compensation & Employers Liability.** Consultant shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$1,000,000 policy limit for each accident, \$1,000,000 policy limit for each disease claim, and \$1,000,000 for each employee with a disease claim.
 - b. **Commercial General Liability.** Consultant shall maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Product/Completed Operations Aggregate.
 - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - d. **Business Auto Liability.** Consultant shall maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - e. Consultant may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- f. The City of Lebanon, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Consultant and City. Consultant is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Consultant's insurance certificate shall be attached as Exhibit E.
 - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
 - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Consultant fails to maintain and keep in force the required insurance or to obtain coverage from its subConsultants, City shall have the right to cancel and terminate this Contract without notice.
 - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Consultant and/or their employees and/or their subConsultants in the performance of this Contract.
15. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Lebanon, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any subConsultant (meaning anyone, including but not limited to consultants having a contract with Consultant or a subConsultant for part of the services), of anyone directly or indirectly employed by Consultant or by any subConsultant, or of anyone for whose acts Consultant or its subConsultant may be liable, in connection with providing these services. This provision does not, however, require Consultant to indemnify, hold harmless, or defend the City of Lebanon from City own negligence.
16. **Professional Oversight Indemnification.** Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.
17. **Professional Responsibility.** Consultant shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If Consultant fails to meet the foregoing standard, Consultant shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct the errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant within one (1) year from the completion of Consultant's services for the Project.
18. **Equal Opportunity:** The City of Lebanon is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Consultant shall comply with federal, state and local laws related to Equal Opportunity. Consultant shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.
19. **Americans With Disabilities Act:** Consultant shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Consultant providing services directly to the

public, Consultant shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Consultant certifying to the City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

20. **No Waiver of Immunities:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
21. **Governing Law and Venue:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Laclede County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
22. **General Laws:** Consultant shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
23. **Contract Documents:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

Exhibit	Description
A	Request for Proposals containing City's Scope of Work
B	Consultant's submitted Request for Proposals and Payment Terms and/or Fee
Schedule	
C	Not Applicable
D	Not Applicable
E	Consultant's Insurance Certificate
F	Not Applicable
G	Not Applicable
H	Work Authorization Affidavit

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

24. **Entire Contract:** This Contract represents the entire and integrated Contract between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Consultant's services on this Project described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

(“CONSULTANT”)

Signature:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF LEBANON (“CITY”)

By:_____

Jared Carr, Mayor

Attest:_____

City Clerk

Date:_____

To be submitted with vendor's Bid

 We Take exception to the RFP Documents/Requirements as follows”

Specific exceptions are as follows:

I have carefully examined the invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name: _____

ADDENDA

By: _____
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum:

Addendum No.

(Print or type name and title of signer)

Addendum No.

Company Address: _____

Addendum No.

Addendum No.

Addendum No.

Telephone Number:_____

Email: _____

Fax Number:

Date: _____