

CITY OF ST JOSEPH

REQUEST FOR PROPOSAL

NO RFP2023-25

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Proposals Must Be Received No
Later Than

Time: 4:00PM Date: 4/20/2023

For Information Contact

Purchasing

at (816) 271-5330

This document constitutes a request for sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein. All documents included in submission are to be of public record.

Proposals must be mailed or delivered to the Division of Purchasing, 1100 Frederick Avenue Room 201, St. Joseph, MO 64501.

Missouri Theater Interior Plaster Repair and Restoration

Please complete, sign and return this form with the proposal

Please have the Bid Name and Number on the outside of the sealed proposals.

The offeror must provide all information required in this document pursuant to the specifications attached and included herein.

The offeror hereby agrees to provide the services and/or items at the prices quoted, pursuant to the attached terms and conditions of Request for Proposal or Invitation to Bidders and Terms and Conditions of Purchase, and further agrees that when this document is countersigned by an authorized official of the City of St. Joseph, a binding contract, as defined herein, shall exist between the offeror and the City of St. Joseph.

SIGNATURE REQUIRED

Offeror's Signature: _____ Offeror's Printed Name: _____ Title : _____

Company Name: _____ Date of Proposal: _____

Mailing Address: _____ Telephone: _____

City: _____ State: _____ Zip: _____

Email Address: _____

CITY OF ST. JOSEPH
PURCHASING DIVISION
TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL
OR INVITATION TO BIDDER

1. PREPARATION OF BIDS

- a. Bidder's are expected to examine the specifications, delivery schedule, bid prices, and all instructions of the Request for Proposal or Invitation to Bid. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price(s) will govern. In case of an identified mistake in calculation the City may, but is not obligated to, correct the calculation based on the unit price submitted by the bidder.
- b. Any manufacturer's names, trade names, brand names, information, and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid on alternate brands will be received and considered in complete compliance with the specifications as listed on the bid forms.
- c. All supplies and equipment offered in a bid must be new and of current production unless the Request for Proposal or Invitation to Bidder clearly specifies that used or reconditioned supplies or equipment be offered.
- d. Firm fixed prices shall be bid and include all packing, handling, and shipping charges.
- e. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days (90) from bid opening and for the specified contract period.

2. TAX EXEMPTION

- a. Do not bill federal tax. Certificate number 44-6000256.
Do not bill state tax. Certificate number 12493457.

3. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be manually signed by the bidder on the Purchasing Division's Request for Proposal or Invitation to Bidder, (2) contain all requested information, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to: the Purchasing Division, 1100 Frederick Avenue, Room 201; St. Joseph, MO 64501, and officially clocked in no later than the exact time and date specified on the Request for Proposal or Invitation to Bidder.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the official closing date and time.
- c. Submission of this bid constitutes an assignment by the bidder to the City of all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as the result of or in relation to the particular good or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.

4. MODIFICATION OR WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. Written notice may be in the form of an email provided the email is actually received by the Purchasing Agent prior to the official closing date and time specified; any email that is not actually received, whether due to a delay in delivery, delivery to a filtering service that does not release the email, or other failure in delivery shall not be deemed to be a written notice of modification or withdrawal. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

- b. After the official closing date and time, no bid may be modified or withdrawn.

5. BID OPENING

- a. Bid openings shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegraph, email, or telephone will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

6. AWARDS

- a. Unless otherwise stated in the Price Inquiry, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- c. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the Price Inquiry and (2) is the lowest and best bid, considering price, responsibility of the bidder, the best interest of the City, and all other relevant factors. When multiple bidders are equally responsible and qualified and submit equivalent bids, those bidders that are equally responsible and qualified and submit equivalent bids may be allowed to submit a subsequent lower bid price in accordance with a schedule established by the Purchasing Agent; such bid price must be submitted in a sealed envelope or container clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the closing date and time established by the Purchasing Agent; the submission may modify only the bid price.
- d. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies, or services described therein shall constitute a contract between the bidder and the City; and shall bind the bidder to furnish and deliver at the price, and in accordance with the conditions of said accepted bid and detailed specifications.
- e. The City of St. Joseph is not obligated for expenditures unless funds have been encumbered by Purchase Order or Contract. The completion of the "Notice of Award" by the City is not an authorization for shipment or to proceed with services.

7. OPEN COMPETITION

- a. It is the intent and purpose of the Purchasing Division that the Price Inquiry permits free and open competition. However, it shall be the bidder's responsibility to advise the Purchasing Division if any language, requirements, or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a bid. The notification should be received by the Purchasing Division at least ten days prior to the Price Inquiry closing date and time. The bidder may submit notification after the bid closing providing sufficient time is permitted for a thorough review by the Purchasing Division and its decision will be final.

City of St. Joseph, Missouri

Request for Proposal
Interior Plaster Repair and Restoration
at the
Missouri Theater, 715 Edmond
The City of St. Joseph, Missouri

Guidelines and Requirements for Submittal
March 24, 2023

REQUEST FOR PROPOSAL

Interested firms should submit four (4) copies, one of them being unbound, of their proposal to:

Office of the Purchasing Agent
1100 Frederick Avenue, Room 201
St. Joseph, MO 64501
Attn: Interior Repair and Restoration at Missouri Theater

No later than 4:00 p.m. on April 20, 2023. Material to be submitted should respond to the evaluation factors listed below, preferably in the order stated.

The St. Joseph Parks, Recreation, & Civic Facilities Department is seeking a qualified vendor to repair, restore, and re-paint damaged plaster on interior walls and ceilings of the Missouri Theater, 715 Edmond Street. The city will enter into a contract or agreement with a qualified vendor based on experience with similar projects, merit, recommended procedures for performing the work and cost comparison. Therefore, the successful firm will submit a response to this request for proposals by providing detailed information for the following:

- a. Qualifications of the individuals or entities providing the services and performing the work shall be listed in the proposal.
- b. Ability to perform the work in a timely fashion.
- c. Specifications for materials to be used. Vendors should submit a list of materials and provide the process they intend to incorporate into the repairs. All work must meet or exceed the processes of the state and national preservation guidelines.
- d. Vendors should submit a list of equipment to be used to perform the repairs.
- e. Cost competitiveness

- f. The St. Joseph Parks Department reserves the right to conduct interviews with prospective professionals to discuss scope of services, material recommendations and overall project specifications as outlined in the applicant’s proposal.
- g. Five (5) references for similar projects.
- h. The City will require that the awarded vendor shall maintain Commercial General Liability insurance with the minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury and property damage. The awarded vendor shall also maintain Workers’ Compensation insurance with the statutory limits, including Employers’ Liability coverage with the minimum limits of Five Hundred Thousand Dollars (\$500,000).

Firms having any questions or wishing to inspect the project site should contact:

Jeff Atkins Asst. Director of Parks & Recreation (816) 271-5514	or	Kathy Brock Civic Facilities Manager (816) 351-2488
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PURPOSE OF THE RFP

This Request for Proposal (RFP) is issued by the City of St. Joseph, Missouri. The purpose of this RFP is to establish a contract with a qualified vendor to repair, restore, and re-paint damaged plaster on interior walls and ceilings of the Missouri Theater, 717 Edmond Street. Due to leaks in the roof, several areas of damage occurred. The roof was replaced in 2022 allowing for restoration of the damaged ceiling and walls.

BACKGROUND AND OVERVIEW

The City of St. Joseph is located in Buchanan County, Missouri, and has a population of approximately 75,000. The Missouri Theater is a historic facility, constructed as a movie theater in 1927. The City of St. Joseph purchased the theater in 1978 and transformed it into a performing arts center. In 1979, the Missouri Theater was added to the National Register of Historic Places. City leaders recognize the need to perform the restoration work to maintain the interior of the building.

SPECIFIC LOCATIONS WITHIN THE THEATER NEEDING REPAIR AND RESTORATION

There are multiple locations throughout the theater in need of repair and restoration work. Those locations with brief damage description are listed below. Prior to proposals being submitted, site visits are available and encouraged. A mandatory pre-bid meeting is also scheduled for March 30. Please contact staff listed above to schedule a visit from Monday – Friday, 8:00am – 5:00pm.

- Replace Medallion - House Left Ceiling over Row M, Seat 1
- Upper Balcony Stairwell – House Left and House Right
- Balcony Top Panel – House Left

- House Left, Balcony, Panels 1, 2, 3, and 4 and Above Panels 1, 2, 3, and 4
- Left Wall and Ceiling – House Left, Upper Balcony
- Top Balcony Wall from Back of Theater to the 1st House Right Panel
- House Right, Balcony, Panels 1, 2, 3, and 4 and Above Panels 1, 2, 3, and 4
- Behind Short Wall in Main Balcony where People Kick Plaster
- Orchestra Level - House Right Exit

GENERAL PROVISIONS

INVITATION TO SUBMIT A PROPOSAL

You are invited to submit a proposal for the plaster repair and restoration at the Missouri Theater. If there are any questions or comments regarding the project specifications or details, contact Jeff Atkins, Assistant Director of Parks, Recreation, & Civic Facilities at 816-271-5514 or Kathy Brock, Civic Facilities Manager, at 816-351-2488.

SPECIFICATIONS FORM & DEFINITION

- A. “Contractor”, wherever used in these specifications, shall mean the Company that enters into a contract with the “City” to perform this section of work
- B. “Provide” means to furnish and install in a satisfactory working condition
- C. “Mandatory” in this contract document means mandated – required to attend

INSPECTION OF PREMISES PRIOR TO BIDDING

Mandatory Site Visit/Pre-Bid Meeting: Thursday, March 30, 2023, 3:00pm. Meet at the Missouri Theater, 715 Edmond Street. Representatives of the Parks, Recreation, & Civic Facilities Department will be available at the site visit and pre-bid to answer questions regarding intent of RFP.

TIME OF COMPLETION

The work shall begin after approval of the St. Joseph City Council and a Notice to Proceed is issued. Due to the event schedule at the theater, work will not be able to begin prior to Monday, July 31, 2023. The project completion target date is Thursday, September 7, 2023. Modifications to the work schedule can be discussed but must accommodate theater event schedule. Should the Contractor fail to complete all work on or before the date of substantial completion, the City may retain the amount of \$250.00 for each day thereafter (except Sundays and holidays) that the Contract remains uncompleted.

COMPLETION INSPECTION

On receipt of a request for inspection, the contractor must accompany City Representatives on a walk-through of project site to acknowledge job completion and satisfaction.

PERFORMANCE

Final acceptance of work shall be subject to inspection by city staff. The contractor warrants to the City the quality of material and workmanship under the specification division for a period of one year from and after completion of building project and acceptance of the City of St. Joseph.

WARRANTY

The Contractor warrants to the City that upon notice from them within a minimum one-year warranty period following date of acceptance, that all defects that have appeared in materials and/or workmanship, will be promptly corrected to original condition required by contract documents at Contractor’s expense. The above warranty shall not supersede any separately stated warranty or other requirements by law or by these specifications.

SAFETY

Precaution shall be exercised at all times for the protection of all persons (including employees and visitors to job site) and property. The safety provisions of applicable laws, building construction codes shall be observed. Machinery, equipment, and hazards shall be safe guarded.

ADDITIONAL INFORMATION

All restoration work shall be subject to acceptance by the City. All materials used for restoration work shall be new.

Upon completion of the work, the contractor shall remove all equipment, containers, surplus materials and debris and have the site in a clean and orderly condition acceptable to the City.

Sample Agreement is attached for reference and may be subject to change.

TIMETABLE

The City will use the following approximate timetable:

March 17, 2023	Advertise for Bids
March 30, 2023	Site Visit & Mandatory Pre-Bid
April 20, 2023	Project proposals due by 5:00pm
May 1, 2023	Up for City Council approval
June 1, 2023	Notice to Proceed

**CITY OF ST. JOSEPH, MISSOURI
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (hereinafter, the “Agreement”) is made and entered into this ____ day of _____, 20__, by and between the City of St. Joseph, Missouri, a Missouri municipal corporation (hereinafter, the “City”), and _____ located at _____, (hereinafter, the “Professional”).

That the parties hereto, for the consideration hereinafter set forth, agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

The City wishes to retain the services of the Professional related to repair and restoration work at the Missouri Theater (hereinafter, the “Services”), as more specifically set forth in the attached *Exhibit A*). Except as otherwise expressly specified herein, the Professional shall provide all supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus required in conjunction with performing, and do all the things necessary for the proper completion of, the specific project described below (hereinafter, the “Work”):

Repair, Restore, and Repaint Damaged Plaster
on Interior Walls and Ceiling of the Missouri Theater

The Work shall be provided by the Professional in accordance with the terms and conditions of this Agreement, as well as the City of St. Joseph, Missouri, General Conditions for the project, which are attached hereto as *Exhibit B* and incorporated herein by reference as though fully set out herein. The terms and conditions of the General Conditions shall prevail over any conflicting terms and conditions that may otherwise be set forth in this Services Agreement, or as part of any corresponding attachment.

**ARTICLE II
COMPENSATION**

A. Basic Compensation. The City hereby agrees to pay the Professional, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto, a sum not to exceed _____ Dollars (\$_____), which shall be the complete and total compensation owed to the Professional for the Work unless otherwise specifically authorized in Paragraph B below.

B. Additional Compensation. If the City wishes the Professional to perform any additional Services or Work not specifically provided for in this Agreement or *Exhibit A*, the City shall amend this Agreement to reflect such additional services or work and the corresponding compensation to be paid for the same.

**ARTICLE III
INVOICES; TIME AND MANNER OF PAYMENTS**

The Professional shall submit invoices, accompanied by all documentation required to support such invoices, to the City. The City shall provide the Professional with a lump sum payment incorporating all fees, prices, rates, or schedules of value noted in Article II A above, within thirty (30) days of receipt of an invoice received upon the City's determination that the Professional has performed the Work in a satisfactory manner.

**ARTICLE IV
CONTRACT SCHEDULE/TERM**

Time is of the essence. The Work to be performed under this Agreement shall be commenced on _____, 2023, and shall be performed in a manner that will not delay or hinder the City's schedule for the project or activity. Failure to complete the Work by the completion date of _____, 2023, shall result in a reduction in the compensation due the Professional under Article II A of this Agreement. Such reduction shall be in the amount of \$100.00 per day as liquidated damages, which is herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

**ARTICLE V
NOTICE**

All notices required shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

City of St. Joseph, Missouri
Purchasing Agent
1100 Frederick Avenue
St. Joseph, Missouri 64501

If to the Professional:

NAME
Attn: _____
ADDRESS
CITY/STATE/ZIP

With a copy to:

City of St. Joseph, Missouri
Chuck Kempf
1100 Frederick Avenue
St. Joseph, Missouri 64501

This Agreement may be executed in one or more counterparts each of which shall be deemed and original and all of which shall constitute one and the same agreement. In addition to original signatures, signatures received via electronic mail or facsimile will also be deemed acceptable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date first above written.

CITY

PROFESSIONAL

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

DRAFT

EXHIBIT A

The Professional shall perform the Services and Work contemplated in the Agreement between the parties in accordance with the requirements included in the attached Request for Proposals, in addition to the terms and conditions set forth in the Agreement. The Services and Work contemplated include repairing, restoring, and repainting damaged plaster on the interior walls and ceiling of the Missouri Theater. More specifically:

- Replace Medallion – House Left Ceiling over Row M, Seat 1
- Upper Balcony Stairwell – House Left and House Right
- Balcony Top Panel – House Left
- Panels 1, 2, 3, and 4 and above Panels 1, 2, 3, and 4 – House Left, Balcony
- Left Wall and Ceiling – House Left, Upper Balcony
- Panels 1, 2, 3, and 4 and above Panels 1, 2, 3, and 4 – House Right, Balcony
- Top Balcony Wall from back of Theater to the first House Right Panel
- Behind Short Wall (where people kick plaster – Main Balcony
- Orchestra Level – House Right Exit

EXHIBIT B

GENERAL CONDITIONS PROFESSIONAL SERVICES AGREEMENT

Independent Professional; Contractor. The Professional shall be, and operate as, an independent Professional or contractor in the performance of the Agreement. The Professional shall have complete charge of the personnel engaged in the performance of the Services and Work, and all persons employed by the Professional shall be employees of said Professional and not employees of the City in any respect.

Compliance with Laws. The Professional shall comply with all applicable City ordinances, policies, procedures, and regulations, as well as all applicable Federal and State laws and regulations, including, but not limited to, those related to unemployment and workers' compensation, occupational safety, equal employment and affirmative action, and wage and price laws. If applicable, the requirements set out in section 290.250 RSMo related to prevailing wage shall be incorporated into the Agreement. In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Services and the Work, the Professional shall notify the City of the nature and impact of such conflict and the City shall cooperate with the Professional in an effort to resolve any such conflict.

Indemnification. The Professional agrees to defend, with counsel selected by the City, indemnify, and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of Services/Work and operations negligently performed hereunder by the Professional, or claims relating thereto, and including, but not limited to, the City's reliance on, or use of, the Services/Work or products provided by the Professional under the terms of this Agreement. The Professional shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Professional agrees that this indemnification requires the Professional to obtain insurance in amounts specified herein and that the Professional has had the opportunity to recover the costs of such insurance in the basic, or any additional, compensation referred to in this Agreement.

Insurance. The Professional shall furnish the City's Purchasing Agent with certificates of insurance for workers' compensation, general liability, and property damage, including automobile coverage, in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on *Exhibit A*, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City.

The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Professional's Services or Work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder.

The City and the Professional waive all rights against each other for damages caused by fire or other perils, except such rights as they may have to the proceeds of insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Notwithstanding any other provision of this Agreement, no payment owed by the City to the Professional, if any, shall become due until the Professional submits to the City certificates stating that insurance coverage required by this Agreement is in force through completion of the Services and Work.

Nondisclosure. The Professional agrees that it will not divulge any information obtained from or through the City in connection with the performance of this Agreement to any third parties without the prior written consent of the City. Nothing herein shall preclude disclosure of information by the City.

Amendments; Change Orders. No amendments to this Agreement shall be made, except in writing, executed by all parties. The Professional shall make any and all changes to the Services or Work without invalidating this Agreement, when specifically ordered to do so by the City through a written change order. The Professional shall promptly submit to the City, prior to the commencement of agreed-upon changes to the Services or Work, a written cost or credit proposal for the same. If the City and the Professional are unable to agree as to the amount proposed, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Professional, upon written notice from the City, to immediately proceed with such alteration or change, and the Professional shall be compensated for the reasonable value of such Services or Work. **No changes to the Services or Work shall be undertaken or compensated for without prior written authorization from the City through a written change order.**

Termination. The City shall have the right to terminate the Agreement at any time for any reason by giving the Professional written notice to such effect. The City shall pay to the Professional in full satisfaction and discharge of all amounts owing to the Professional under the Agreement an amount equal to the cost of all Services or Work performed by the Professional up to such termination date, less all amounts previously paid to the Professional on account of the Contract Price. The Professional shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Professional for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services or Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current

fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Agreement, the Professional shall maintain documentation of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to such documentation to the extent required to verify all invoices submitted hereunder by the Professional.

Other Professionals. The City reserves the right to employ other Professionals in connection with the Services or Work.

Request for Proposals. If the City issued a Request for Proposals (“RFP”) in connection with the Services and Work, such RFP and the proposal submitted by the Professional in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the RFP, the proposal submitted by the Professional in response thereto, and/or the executed Professional Services Agreement, the requirements of the City’s RFP and this executed Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement, which includes *Exhibit A*.

Project Records and Work Product. The Professional shall provide the City with copies of all documents pertinent to the Services or Work, which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interests, including, without limitation, all copyrights and intellectual property rights, to all documents and work product of the Professional created in the performance of, or relating to, this Agreement. The Professional agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City’s ownership rights in such work product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Professional for the purpose of performing studies, tests, and evaluations in connection with the Services or Work.

Personnel. The Services or Work shall be performed exclusively by personnel of the Professional who were identified in the proposal submitted by the Professional in response to the City’s RFP. No other personnel of the Professional shall perform any of the Services or /Work without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Professional shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to each employee performing any Services or Work contemplated by this Agreement. The Professional shall also sign an affidavit affirming that it has not knowingly employed any person who is an unauthorized alien to perform said Services/Work. Such affidavits shall be in substantially the form as that attached

hereto as *Exhibit C*. The Professional shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Professional shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant acting on behalf of the Professional is a citizen or a permanent resident of the United States or is lawfully present in the United States. The “Applicant” shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Professional and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver’s license, as well as any document issued by the federal government that confirms an alien’s lawful presence in the United States. An Applicant who cannot provide such proof in this manner may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on, or consistent with, forms prepared by the City, see *Exhibit C*. Any Applicant who signs such an affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits. Failure to provide such proof within such time may result in the City rescinding and voiding any award made to the Professional to perform the Services and Work outlined in this Agreement.

Representations. The Professional agrees that it has not relied on any representations or warranties of the City, oral or written, other than those expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties, superseding all previous agreements, both written and oral.

Governing/Choice of Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Other Special Provisions. The special provisions set forth on *Exhibit A* are incorporated herein by reference and made a part hereof.

EXHIBIT C

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

Comes now _____ as _____, first being duly sworn, on my oath, affirm _____ (“Company”) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to _____ in the City of St. Joseph, Missouri, and any incidental items associated with this services for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company’s participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER’S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

) ss.

County of _____)

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

My commission expires:

Notary Public