

CITY OF ST JOSEPH

REQUEST FOR QUALIFICATIONS

NO RFQ2019-06

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Proposals Must Be Received No
Later Than

Time: 4:00 P.M. Date: 3/21/2019

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.

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

Professional Engineering Services – Landfill Division

Please have the RFQ 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 Vendor No. (If Known _____ If none, Social Security or Federal Tax No _____

NOTICE OF AWARD (This section for City of St. Joseph use only) Requisition No. _____

This proposal is accepted by the City of St. Joseph as follows: Purchase Order _____

Buyer

Purchasing Agent

Date

**Request for Qualifications
St. Joseph, MO Municipal Landfill
Professional Engineering Services
RFQ2019-06**

Project Description

The City of St. Joseph is soliciting proposals from qualified engineering firms to provide on-call services for its landfill division. Projects will be identified from time to time by the City and will then be authorized by work order to the successful firm(s).

One or more firms may be selected under this procurement. The selected firm(s) will enter into a Master Services Agreement with the City. The agreement will provide for a possible total of five, one-year agreements. Individual work assignments will be issued via work order, in which the City and the professional will negotiate a scope of services and associated fee. The City shall issue work orders to a given firm at its discretion.

The proposed Master Services Agreement for the Public Works Department will be for providing engineering services for the Landfill Division during Fiscal Year 19/20 which runs from July 1, 2019 to June 30, 2020. Individual assignments may include, but not be limited to the following: cell design and construction; permit modification; construction quality assurance; landfill gas study and design; groundwater sampling, testing, and reporting; storm water permit and design work; landfill gas sampling, testing, and reporting; emissions inventory reporting; aerial mapping and capacity reporting; closure and post closure design; tipping fee rate studies; survey; and other landfill related engineering study and design services.

Selection Process

The City of St. Joseph, Missouri utilizes the Qualifications Based Selection process for selection of professional services. Upon receipt of the request for qualifications submittals from interested parties, the Department of Public Works will determine the firm or firms most qualified for this work. If the selection committee deems it appropriate, an interview may be conducted. After a selection has been made by the selection committee, the city will enter into negotiation for a Master Services Agreement and fee schedule (No fee information should be submitted with a proposal and will result in the proposal being rejected if not complied with). The proposed schedule for this process is as follows:

Minimum Submittal Requirements

1. All participants must provide five references, including names, addresses, and telephone numbers. At least two references must be in the State of Missouri. The City of St. Joseph reserves the right to independently verify and utilize all available information and resources in evaluating proposer qualifications.

2. Submit the resumes of key staff, including the project manager(s) and engineering and technical staff, noting who will be responsible for what aspects of the work and explaining their experience in those specific areas. For firms utilizing staff from multiple offices, indicate the office location of each key staff.
3. Provide an organizational chart showing management staff.
4. Provide examples of landfill related engineering experience. Of particular interest are the types of work listed below. For each past work experience provided, please provide an owner contact person.
 - a. Permit modification (expansion) construction design and permitting
 - b. Closure design and permitting
 - c. Landfill gas collection management
 - d. Siting new landfills
 - e. Construction management.
 - f. Preparation of bid documents and assisting with the bidding processes, including bid award recommendations
 - g. Stormwater management
 - h. Leachate management
 - i. Groundwater monitoring/management
 - j. Preparing operational plans
 - k. Gas management
 - l. Master planning
 - m. Solid waste, landfill, and recycling financial economic studies, closure financial assurance, generation studies, composition studies, full cost accounting, and tipping fee studies
 - n. Transfer station design
5. Describe any special training project team members possess (e.g. HELP model, liner design courses, QA/QC training, certified landfill operator, etc.)
6. Describe your approach to Quality Assurance/Quality Control.
7. Identify staff and resources that are available for carrying out the potential work.
8. Provide a list of all commonly used sub-consultants and the work they will be performing.

Provide dates of all work identified, limiting each project description to no more than one page.

DISCUSSION OF TYPICAL WORK ASSIGNMENTS

Cell Design and Construction Quality Assurances at the St. Joseph Landfill, cell design and construction are performed approximately every 2-4 years. Each cell is approximately 5 acres in size. Liner construction is performed by City staff and outside contractors perform installation

of synthetic liners. The consultant will perform construction quality assurance on both types of construction and prepare all design plans for both.

Groundwater Monitoring. An ongoing groundwater monitoring program is in effect on a semi-annual basis at the St. Joseph Landfill and for a prior closed landfill. The scope of work may include sampling, testing, and reporting to the Missouri Department of Natural Resources for both sites.

Closure and Post Closure Design. The St. Joseph Landfill has been developed as a series of areas with subdivided stages of construction. The first two areas of the St. Joseph Landfill have not been formally closed but are approaching final design elevation. The City of St. Joseph has two other landfill sites; Pigeon Hill and McArthur Drive Landfill, which are closed but may require post-closure review or miscellaneous services.

Rate Studies. On at least a bi-annual basis, the City of St. Joseph conducts rate studies (tipping fee study) as a review of revenues and expenditures within the Landfill Fund. This work is done on a cost allocation basis and takes into account the St. Joseph Landfill, McArthur Drive Landfill, and Pigeon Hill Landfill, and includes previous revenues and expense projections of future revenues and expenses, as well as projected costs of closure and post-closure. In the past, this service has been done by a third party, other than through this contract, but the option to include it as a scope of work remains

Surveying. Surveying services would include, but not be limited to, those related to design, but would also be provided on an as-needed basis for ongoing operations to verify profile elevations.

Overview of Existing Facilities. Professional services will be performed for any of the three landfill locations: the St. Joseph Landfill, the Pigeon Hill Landfill (closed) and the McArthur Drive landfill (closed). Attached is an aerial map showing the existing and proposed facilities of the St. Joseph landfill located at 9431 50th Road SE, St. Joseph, Mo 64507.

The St. Joseph Landfill primarily consists of three parcels. The first parcel is divided into three areas. Area 1 is currently active, and Area 2 is nearing closure. Areas 1 and 2 are pre-subtitled D landfills. Area 3 is currently active. Areas 1-3 are approximately 154.1 acres in total size. Stages 1-5 of area 3 are essentially complete. Stage 6a and 6b are active, stages 7 through 14 are yet to be constructed. There is an estimated 59 years of landfill space available within the combined existing permitted area and proposed expansion area, at the landfill's current consumption rate of 550 tons per day. Stage 7 will be constructed in the summer of 2019. Another parcel immediately east and adjacent to the landfill is referred to as the "Reece property" and is 200 acres in size. It is currently zoned agricultural, has no conditional use permit, and no MDNR permit. The City has recently applied for a conditional use permit for future landfill usage on the west 100 acres of the Reece Property. This location is proposed for reserve capacity for future consideration decades in the future and is not proposed to be used until the other existing property is consumed.

Facilities Tour. If your firm is interested in viewing the facilities prior to submitting a proposal, you are encouraged to do so by contacting Mr. Rod McQuerrey, Superintendent of Solid Waste, at (816) 253-1120.

Submissions.

Three (3) copies of the Proposals, one (1) of them being unbound, shall be submitted by 4:00PM CST, March 21, 2019 to:

Tammy Bembrick, Purchasing Agent
City of St. Joseph, MO
1100 Frederick Avenue
Room 201
St. Joseph, MO 64501

MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES - LANDFILL

THIS MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES - LANDFILL (this "Master Agreement") is made and entered into and is effective on this ____ day of _____, 20____, by and between the City of St. Joseph, Missouri, a municipality ("City"), and _____, a _____ ("Professional"), whose mailing address is _____.

WHEREAS, the Professional is a firm of recognized professionals with extensive experience and training in the field of the solid waste and landfill maintenance, environmental monitoring, solid waste engineering design, landfill field services, landfill construction inspection, landfill testing, landfill planning and investigative services and other related services;

WHEREAS, City and the Professional desire to enter into this Master Agreement; and

WHEREAS, on certain projects designated by the City from time to time, the City desires to utilize Professional to provide and furnish certain work; and

WHEREAS, the services to be rendered by the Professional will involve the performance by the Professional of expert and technical services of a temporary and occasional character; and

WHEREAS, The City has no available employees capable of performing such specialized services for a temporary or occasional period; and

WHEREAS, the City and Professional desire to enter into this Master Agreement for the purpose of setting forth their responsibilities and obligations on various projects designated by the City from time to time in which the City will contract with the Professional to provide and furnish certain professional services as both described herein and related to those services described herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Professional, intending to be bound, do hereby agree as follows:

ARTICLE 1
CONTRACT AND WORK

1.1 The Contract Documents for each project in which the City chooses to contract with Professional to complete work during the term of this Master Agreement shall consist of (i) this Master Agreement, including all exhibits to this Master Agreement; (ii) the Work Order for the project which shall be in form attached hereto as Exhibit 2; and (iii) any other documents identified in this Master Agreement or in the Work Order. The Contract Documents form the contract for each project commenced hereunder by Work Order; such work and other services, as set forth with greater specificity in any individual Work Order, and other work and other services related to such work and other services is hereinafter referred to as a "Project". The contract for each such Project that is authorized by a Work Order and the Contract Documents represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements either written or oral. The contract for each Project may be amended or modified only by a written modification as identified above.

1.2 The Professional shall furnish all necessary or required professional, architectural, engineering, geotechnical, technical and/or administrative services, labor, materials, and supplies to provide the following services to the city: solid waste and landfill maintenance, environmental monitoring, solid waste engineering design, landfill field services, landfill construction inspection, landfill testing, landfill planning and investigative services, and other services related to landfill design and operation (collectively, the "Work").

1.3 The Professional agrees and acknowledges that the City is entering into this Master Agreement in reliance upon the Professional's experience and expertise with respect to performing the Work. The Professional accepts the relationship of trust and confidence established between it and the City by this Master Agreement. The Professional agrees and acknowledges that the City, by this Master Agreement, does not guarantee any minimum number of Projects, or any Work hereunder at all.

1.4 The Professional's services shall conform to the Professional standard of care and practice exercised by regional firms engaged in the design of similar projects and completion of other similar services that constitute the Work. The Professional represents that they shall comply with applicable national, federal, state, municipal and local laws, rules, statutes, ordinances, regulations, codes, orders, requirements, interpretations, executive orders, and all revisions or amendments thereto and with any other regulations or other requirements of any other governing body having jurisdiction over the Work (collectively referred to hereinafter as "Laws") in effect at the time of this Master Agreement or applicable to services performed under this Master Agreement.

1.5 The Professional shall employ or subcontract with properly trained, qualified, licensed and professionally competent personnel and consultants, including architects and engineers for the Projects, and such personnel and consultants, as required by statute are, and continuously throughout the term of this Master Agreement shall remain, registered or certified in the State of Missouri.

1.6 The Professional represents that it fully understands, appreciates and recognizes that the nature and character of the Work demands that the Professional perform the Work, at all times, to ensure coordination and consistency among all design and construction documents or other reports or similar documents it produces. When Projects require the preparation of designs or other types of construction documents, the Professional shall provide the Construction Contractor(s) who will construct the Projects with a complete, accurate, integrated, coordinated, consistent, and functional set of construction documents that will be utilized and relied upon in connection with the Projects (the "Construction Documents"). The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify or guarantee the existence of conditions which existence the Professional finds impossible or impracticable to ascertain. This will not relieve the Professional of any responsibility to sign documents it has produced should the existence of such conditions be known and/or available. The City agrees not to make resolutions of any dispute with the Professional or payment of any amount due the Professional in any way contingent upon the Professional's signing any such certification. The Professional shall make any certification required by federal or state agencies providing funding for the Work.

1.7 Professional recognizes, agrees, and accepts that the City is relying upon it for the complete and total design, development, implementation, and administration of the design of certain Projects and other solid waste and landfill maintenance, environmental monitoring, solid waste engineering design, landfill field services, landfill construction inspection, landfill testing, landfill planning and investigative services, in addition to all services related to the forgoing (collectively, the "Services"); and, despite the specific listing of Services contained in this Master Agreement, and the schedule of designated services set forth in Exhibit A to each respective Work Order, it is the intent of the City and Professional that the Services performed pursuant to this Master Agreement include, but are not limited to such listed and described Services.

1.8 The Professional represents that:

- (a) It is duly licensed and certified by all applicable governmental authorities to render the professional services under this Master Agreement;
- (b) It is duly authorized to conduct business in the State of Missouri in its particular profession;
- (c) Neither it nor its principals are presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Projects by any federal, state or local department or agency or the City;
- (d) It has and will comply with all applicable requirements of the City's Purchasing Ordinance;

- (e) It is financially solvent and possesses sufficient experience, training, skills, resources, and personnel to complete the Work within the Contract Time and Contract Sum;
- (f) It has visited the site for the Projects and has familiarized itself with the local conditions and will correlate its observations of same with the requirements of this Master Agreement;
- (g) It shall endeavor to perform the Services pursuant to generally accepted standards of practice in the region in effect at the time of performance.
- (h) It will provide duly qualified, licensed, and certified design professionals, engineers and/or architects in performing the Work; and
- (i) It has the full power and authority to make, execute, deliver and perform the Services and has authorized the undersigned to bind it to this Master Agreement.

The representations of the Professional shall be continuing and shall survive the execution and delivery of this Master Agreement.

1.9 Professional shall cooperate with the City and any and all other consultants or design professionals of the City performing services for the Projects and shall coordinate the Services with such other consultants or design professionals.

1.10 Professional shall provide all management and administration services necessary or required to properly perform the Services, including consultations with the City, research, conferences, and presentations.

1.11 Any approvals by the City of the Services, the drawings, specifications, other documents or any changes, alterations, revisions, or modifications thereto, as required by this Master Agreement, or otherwise, at any time shall not waive, release or diminish Professional's professional responsibilities hereunder.

1.12 Professional shall be primarily responsible for coordinating the distribution and assembly of information needed to perform the Services including the collection of information from the City.

1.13 At the request of the City, Professional shall make a representation from time to time to the City as to the following:

- (a) The then-current status of the Services;
- (b) That the design documents and other documents prepared or provided by Professional to the City comply with all applicable Laws including, but not limited to, the Americans with Disabilities Act and all applicable handicapped access design requirements; and
- (c) Such other facts and circumstances as the City may reasonably require.

1.14 Upon completion of the Projects and Services, or portions thereof, Professional agrees to certify to the City and to any governmental entity or agency providing funding for the Projects, or other person designated by the City, that the Services have been performed and the Project is in compliance with the Contract Documents and with all applicable Laws.

1.15 Professional shall correct or revise, at its own cost and expense, any errors or deficiencies in the Services performed under this Master Agreement. The acceptance of any Services by the City shall not relieve Professional of the responsibility for compliance with the terms of this Master Agreement or subsequent correction of such errors

or deficiencies unless, and only to the extent, the City has knowingly waived such correction requirements in writing.

1.16 During all phases of the Services, Professional shall provide all necessary governmental and regulatory consulting, review and approval services consisting of:

- (a) agency consultations;
- (b) preparation and appearances on the City's behalf of any applicable agency meetings;
- (c) preparation and attendance on the City's behalf at meetings with all regional, state or federal agencies, user organizations, community organizations, consumer interest organizations or environmental interest groups; and
- (d) assistance in the preparation of permit(s), applications and any other necessary approvals.

Professional shall make necessary revisions to the design after a study of all applicable Laws and review of the Projects with all federal, state, or local agencies having jurisdiction over the Projects and shall make all revisions required by such agencies.

1.17 During all phases of the Services, Professional shall advise the City of the need or advisability of the City securing any additional tests, analyses, studies, reports, and consultant's services for the Projects and not part of the Services. Professional shall assist the City in securing all such tests, analyses, studies, reports, and consultant's services. Professional shall be responsible for interpreting, analyzing, and evaluating all such tests, analyses, studies, reports, and consultant's services. By submitting Construction Documents, Professional certifies that Professional has informed the City of the need for any tests, analyses, studies, reports, and consultant's services.

ARTICLE 2 PROVISIONS APPLICABLE TO CATEGORIES OF WORK

2.1 The scope of services for all Projects shall be set forth by the individual Work Orders for such Projects. Each Work Order shall categorize Work to be completed as one or more of the following: (1) Design, construction inspection, and testing; (2) field services; or (3) planning. Based upon these categorizations, the terms stated below shall apply. In the event any Work Order does not categorize the Work as required in this paragraph, the City will have the discretion to so categorize the Work in order to apply the terms of the contract and the Professional shall complete the services described below. All services described in this Article are in addition to other services described in other Articles of this Master Agreement.

2.2 Design, Construction Inspection, and Testing.

The following terms apply to all Work categorized as design, construction inspection, and testing:

2.2.1 Professional shall be responsible for the coordination of all drawings and design documents relating to the Services, if any, regardless of whether such drawings and documents are prepared or performed by Professional, by Professional's consultants, or by others. If preliminary or design development services has been performed by others, Professional is nevertheless fully responsible for and accepts full responsibility for such earlier services when Professional performs subsequent phases of the Services called for under this Master Agreement, as fully as if the earlier services had been performed by Professional itself. Professional shall be responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing was prepared by Professional. Professional shall be responsible for the completeness and accuracy

of all drawings and specifications submitted by or through Professional and for their compliance with all Laws.

2.2.2 For each Project for which the City desires to contract with the Professional pursuant to this Master Agreement, the City shall issue the Professional a Work Order. The City shall have the right to disapprove any portion of the Services, including, but not limited to, Pre-Design Phase, Site Analysis Phase, Schematic Phase, Design Development Phase, Construction Documents Phase, Bidding and Award Phase, Construction Phase or Post-Construction Phase Services, on any reasonable basis, including, but not limited to, aesthetics, or because in the City's opinion, the construction cost of such design is likely to render such work on the Project infeasible. In the event that any phase of the Services is not approved by the City, the Professional shall proceed, when requested by the City, with revisions to the Services or documents prepared for that phase to attempt to satisfy the City's objections. These revisions will be made without adjustments to the compensation provided for hereunder, unless revisions are made to drawings previously approved under previous phases, in which case such revision services shall be paid as additional services. Should there be substantial revisions to the original program after the approval of schematic drawings, which changes substantially increase the scope of design services to be furnished hereunder, Professional shall so notify the City in writing and receive written approval from the City, before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to Professional, for additional work or services, without such written approval by the City pursuant to Article 7.

2.2.3 Professional shall be responsible for the creation, possession, maintenance and dispersal of Computer Assisted Design Development ("CADD") data relating to design documents produced under this Master Agreement. Professional shall prepare a CADD layering scheme consistent with the City's instructions and procedures that will facilitate the integration of new data into existing files or the updating of existing data sets with new information. All data will be compatible with the City's CADD files and Geographic Information Systems standards. Professional shall propose the use of a management system to catalogue the data sets that will be generated, as well as successive updates of individual data sets. Professional shall not be liable for unauthorized changes made by the City to CADD data.

2.2.4 All specifications shall be drafted by Professional so as to promote overall economy for the purposes intended, to encourage maximum free and open competition in satisfying the City's needs, and shall not be unduly restrictive.

2.2.5 Brand name or equal specifications may be used by Professional when:

- (a) no other design or performance specification or qualified product list is available;
- (b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
- (c) the nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for the procurement; or
- (d) use of a brand name or equal specification is in the City's best interest

2.2.6 Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

2.2.7 Unless the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, function, or performance characteristics which are required.

2.2.8 Where a brand name or equal specification is used by Professional in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

2.2.9 Since use of a brand name specification is restrictive of product competition, it may be used by Professional only when the identified brand name item or items alone will satisfy the City's needs.

2.2.10 Professional shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 2-1360 of the City's Purchasing Ordinance (Single Feasible Source Procurement).

2.2.11 In connection with submitting Design Development Documents, Professional shall provide the City for its approval a list of all tests, inspections or reports that are proposed to be required in the Contract Documents. The list shall designate the party responsible for the engagement of and payment to providers of those Services. If the City approves the designation of the City to engage the provider, Professional shall, as part of the Services, solicit competitive price proposals from respectable and licensed providers of such services, for the purposes of the City's engagement of such provider. However, to the extent that testing or inspection services are necessary as a result of errors, omissions, or inconsistencies in the Contract Documents or in the performance of the Services by the Professional, the Professional shall engage such providers and pay the costs thereof. Professional shall provide any testing services set forth on Exhibit A to each Work Order as part of the Services.

2.2.12 The Construction Documents prepared by Professional during the Construction Documents Phase shall:

- (a) be complete, accurate, coordinated, integrated, unambiguous, and buildable;
- (b) take into account existing site features and any existing structures and safely and efficiently integrate the Work into existing site features and any existing structures;
- (c) portray Work which satisfies the City's disclosed esthetic functional and operational objectives; and comply with all applicable Laws.

2.2.13 Professional recognizes and acknowledges that a budget for Construction Costs for any Projects are included within the City's requirements and program for each such Project ("Project Budget"). Professional acknowledges that Professional has reviewed the Project Budget and Professional confirms that each Project is representative of the probable Construction Costs. As the design of each Project progresses, Professional shall immediately advise the City in writing of any amount the Project Budget should be increased or decreased due to express design changes of the City. Any modifications to the Project Budget must be approved by the City in writing. Professional shall design the Projects so that the actual Construction Costs do not exceed the respective Project Budgets. Professional agrees to change, modify, alter, reverse, or redraw the design documents as may be necessary to comply with each respective Project Budget, as it may from time to time with the express written approval of the City, without adjustment to the Contract Time or the Fee or any Reimbursable Expense limitation, except as provided in Paragraph 2.2.2. As used herein "Construction Costs" shall mean the total cost to the City to complete construction of the Project, including without limitation, the Work, the cost of fees for permits and licenses, and cost of testing to be directly paid by City.

2.2.14 If the lowest and best bid by a responsible general contractor for construction of each Project pursuant to the approved drawings and specifications exceeds the most recently adjusted and approved Project Budget, the City may, at its sole and absolute discretion:

- (a) Terminate the Project pursuant to Paragraph 8.1; or

- (b) Proceed with the Project by revising the scope or quality of the Project and/or authorizing rebidding the Project if required by applicable Laws.

If the City chooses to proceed under subsection (b), the Professional shall, at its sole cost and expense, revise the drawings and specifications as may be required by the City to reduce or modify the quality or quantity, or both, of the work so that the total Cost of the Project will not exceed the most recently adjusted and approved Project Budget for the respective Project and perform all additional bidding services to rebid the Project, if necessary.

2.3 Field Services.

The following tasks, and other similar tasks as stated by Work Order, shall be completed by the Professional when required by Work Order and for a Project categorized as field services:

- (a) Collection by the Professional of samples and other data from the City's landfill and the nearby surrounding areas;
- (b) Analysis of data collected from the City's landfill and the nearby surrounding areas;
- (c) Preparation of reports required by the City or by regulatory agencies;
- (d) Laboratory, geotechnical, professional surveying, and drilling services.

2.4 Planning.

Work categorized as planning shall be limited to the completion of activities and services which generally are not required to be performed by a licensed professional engineer, although they may be performed by such an engineer and involve technical evaluation. Such tasks include, but are not limited to, tipping fee analysis, wetlands delineation, and other services related to operation of a landfill and use of land for purposes related to operation of a landfill, but which do not substantially include landfill design or other construction design.

ARTICLE 3 THE CITY'S RESPONSIBILITIES

3.1 The City will, with reasonable promptness, provide Professional with available information regarding its proposed requirements for the Project(s). Professional shall review all information provided by the City and if any information is inadequate, incorrect, misleading, or if Professional needs additional information to perform the Services, Professional shall promptly notify the City in writing.

3.2 The City shall designate a representative authorized to act on the City's behalf with respect to each Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

ARTICLE 4 [RESERVED]

ARTICLE 5 COMPENSATION AND PAYMENT

5.1 The City shall pay Professional for the proper performance of the Services at either (1) a lump sum of Five Thousand Dollars (\$5,000.00) or less for all Services completed pursuant to a single Work Order or (2) the hourly rates that are within the ranges set forth on Exhibit 1 to this Master Agreement and shall reimburse Professional the amount of Reimbursable Expenses defined in Paragraph 5.2, provided, that the total of all payments based upon the hourly rates and Reimbursable Expenses for any Project shall not exceed the maximum sum contained within the Work Order (the "Contract Sum"). Professional acknowledges that it is accepting and assuming certain liabilities and risks under this Master Agreement, and for the express purpose of inducing the City to execute this Master Agreement, Professional agrees that all such liabilities and risks have been analyzed, assessed and included in the hourly rates set forth herein. Except as expressly agreed in writing by the parties hereto, the attached Exhibit 1 to this Master Agreement and the terms stated therein shall remain in full force and effect through the initial term of this Master Agreement and during any renewal terms the City wishes to exercise as such terms are identified herein.

5.2 The City and the Professional expressly agree that no Work Order may alter the terms stated in this Master Agreement and any terms contained in a Work Order that purports to alter hourly rates, payment terms, or other compensation-related terms of the Master Agreement may be disregarded by the City unless the parties expressly state, in written form, that such terms are intended to modify the terms of this Master Agreement.

5.3 Irrespective of other purported reimbursable expenses identified in Exhibit 1 to this Master Agreement or elsewhere in the Contract Documents, "Reimbursable Expenses" shall be limited to the following actual expenses incurred by Professional in the performance of the Services: (a) expense of reproduction of the drawings, specifications, and other documents required under this Master Agreement; (b) expense of overnight and hand delivery of the drawings, specifications, and other documents required under this Master Agreement; and (c) expenses specifically identified in a Work Order which are actually incurred by the Professional to complete the Services, and (d) other expenses, based upon categorization of a Project as described in Article 2 of this Master Agreement, as follows:

- (a) Mileage, meals, lodging, and specialized equipment expenses incurred to complete work categorized as "planning";
- (b) Mileage, meals, lodging, specialized equipment, laboratory services, geotechnical services, professional surveying, and drilling expenses incurred to complete work categorized as "field services."

Other expenses, including other expenses listed in Exhibit 1, shall not be reimbursable. Furthermore, all expenses which might be reimbursable are so reimbursable only to the extent that they are (1) reasonably necessary to complete Work identified in a Work Order and (2) the least expensive reasonable alternative for completion of the Work.

In no event will the City be responsible for paying any amount in excess of the actual amount paid by the Professional for expenses for Services subcontracted or otherwise provided by third parties to complete Work identified in, or related to Work identified in, a Work Order and paid for by the Professional. In no event shall Professional be entitled to reimbursement of any Reimbursable Expenses caused by errors, omissions, or deficiencies in the Services.

5.4 Professional shall submit detailed invoices for the Services on a monthly basis. Professional shall utilize the form of invoice approved by the City. The invoice shall describe with reasonable particularity (i) the type and nature of each Service rendered, (ii) the date such Service was rendered, (iii) the classification and name of each person rendering each Service, (iv) the hours expended by each class of persons for each Service, (v) the applicable hourly rate and the total amount charged for each Service, (vi) the type of each Reimbursable Expense incurred while rendering each Service, (vii) the applicable rate for the Reimbursable Expense incurred while rendering each Service, (viii) the total cost of the Reimbursable Expense, (ix) invoice evidencing Reimbursable Expenses for Services subcontracted or otherwise provided by third parties to complete Work identified in, or related to Work

identified in, a Work Order and paid for by the Professional. The period covered by each invoice shall be for Services rendered pursuant to this Master Agreement during the previous month. The Schedule of Values attached to the Work Order as Exhibit B allocates the not-to-exceed sum contained in the Work Order among the various phases of Services. The Schedule of Values shall be used solely as a basis of the City's review of Professional's invoices. The amount of each monthly invoice shall be based upon the time expended in the applicable month at the hourly rates set forth on Exhibit 1 to this Master Agreement, plus the Reimbursable Expenses incurred in the applicable month which shall not exceed an amount determined by applying the percentage of completion of each phase of Services to the Schedule of Values for the applicable month.

5.5 The City shall pay Professional all amounts owed (subject to the not-to-exceed amount in the Work Order and the limitations in Paragraphs 5.1, 5.2, and 5.3 of this Master Agreement and any other limitation in the Contract Documents) within thirty (30) days from receipt of a properly detailed and submitted invoice as required hereunder.

5.6 The City may withhold monies otherwise due Professional on account of Professional's failure to perform in accordance with the terms and conditions of the Contract Documents and/or to satisfy any amounts payable to the City by Professional under the terms of the Contract Documents. Within ten (10) days of exercising its right to withhold monies, the City will provide written notice to Professional of the reasons therefor and shall thereafter provide Professional with a reasonable opportunity to cure. When all reasons supporting the City's withholding have been removed to the City's reasonable satisfaction, the City agrees to pay promptly any monies withheld that are otherwise due Professional.

5.7 Professional shall keep records relating to the Services and any and all expenses, costs, liabilities, and fees related thereto in accordance with generally accepted accounting principles and shall make such records available to the City, its representatives and the representatives of any state, regional, federal, or other agency providing funding for the Projects. All records shall be maintained by the Professional for a period of five (5) years following completion of the Projects and shall be made available to the City, its representatives and the representatives of any state, regional, federal, or other agency providing funding for the Projects.

5.8 Irrespective of the terms stated in Exhibit 1 to this Master Agreement, either as it is attached at the time of execution of this Master Agreement or as it may be modified by future agreement of the parties, the only terms of Exhibit 1 to this Master Agreement which are contractual in nature, or which are otherwise binding on the City, are those terms which either (i) state an hourly rate associated with the Professional's Work or (ii) identify a Reimbursable Expense and state the rate of reimbursement; it is the parties' express intent to exclude all other language and terms contained in Exhibit 1 to this Master Agreement from the terms of the Contract Documents unless this Master Agreement is otherwise amended.

ARTICLE 6 CONTRACT TIME

6.1 The Professional shall commence the Work promptly upon receipt of written notice to proceed from the City and shall complete the same in accordance with the Schedule set forth in Exhibit C to the Work Order (such period of time is herein referred to as the "Contract Time"). The Contract Time, and each of any interim milestones, are of the essence in this Master Agreement. The Professional shall complete the Work according to those milestones to enable the Work to proceed in a coordinated and properly timed manner. The Professional is not responsible for delays caused by factors beyond the Professional's reasonable control, including but not limited to, delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the City to furnish timely information or approval or disapproval of the Professional's services or work production promptly, or delays caused by faulty performance by the City or by contractors of any level. When such delay beyond the Professional's reasonable control occurs, the City agrees that the Professional is not responsible for damages, nor shall the Professional be deemed to be in default of this Master Agreement. The Professional shall provide prompt written notice to the City when it believes the City has caused a delay as set forth within this section.

6.2 The Professional acknowledges that the Contract Time under which the Work is to be performed must be adhered to by the Professional and that any milestone date must be met by the Professional, as well as the final completion date. The failure of the Professional to so comply with the Contract Time may result in substantial damages to the City including, without limitation, increased expenses, increased costs of construction, lost revenues and other damages including, without limitation, potential delay or disruptions and potential direct and consequential losses arising from delay in the use of the Projects. Any delays could also adversely impact the necessary bond election which is required to finance the Projects. The Professional and the City acknowledge that the Professional shall fully reimburse the City for any and all such costs, losses, damages, and additional expense, including reasonable attorneys' fees and costs, incurred by reason of the Professional's failure to complete its Work or any portion thereof strictly in accordance with the Contract Time, as adjusted by the terms and conditions of this Master Agreement.

6.3 If any Work is performed by the Professional prior to the execution of this Master Agreement, all such Work performed shall be in accordance with and governed by the terms of this Master Agreement. The Professional shall not be entitled to compensation for such Work unless approved in writing in advance by the City.

6.4 If, in the sole judgment and discretion of the City, the Professional is unable to maintain its performance in accordance with the Contract Time, the City shall have the right to transfer Work to others, supplement the Professional's staff, delete any portion or all of the Work, or terminate the Work, in whole or in part, in order to maintain the Project schedule and Contract Time. The right of the City contained in this paragraph shall be in addition to all other rights and remedies it may have as provided herein or provided by applicable laws.

ARTICLE 7 CHANGES AND CLAIMS

7.1 The City, without invalidating this Master Agreement, by written notice, may order changes in the scope of Work which may or may not result in additions to or deductions from the Contract Time and/or the Contract Sum. Such written notices to the Professional shall bear the signature of the City's duly authorized representative.

7.2 The Professional shall reply in writing to any written notice from the City for changes in the Work to be performed within ten (10) days after receipt thereof and shall include the Professional's opinion as to a proper addition to or deduction from the Contract Time and/or the Contract Sum, if any. The City's written agreement to any such adjustment to the Contract Time and/or the Contract Sum and the City's written notice to proceed must be sent to the Professional before any changes that affect the Contract Time and/or the Contract Sum shall be made. The Contract Time and/or the Contract Sum may only be adjusted by Change Order to be made part of this Master Agreement. In the event the parties cannot agree as to whether work requested by the City to be performed by the Professional is within the Work, or as to the schedule adjustment and/or the compensation to be paid for any additional services, the Professional shall nevertheless proceed with such Work and the parties shall thereafter endeavor to resolve such issue(s) in good faith.

7.3 In the event any dispute arises between the City and the Professional relating to whether any item of work requested or directed by the City is within the Work, the Professional shall immediately notify the City in writing of its contention that the work is outside of the Work, but shall nevertheless immediately proceed to perform the work. In such event, the parties shall thereafter attempt in good faith to negotiate the resolution of such dispute.

7.4 The City may withhold payment of disputed amounts contained within the Professional's invoices, and the Professional agrees that it shall not suspend, delay, or otherwise interrupt the performance of the Work or any disputed work, pending resolution of such dispute.

7.5 In the event that the Professional alleges that it has been delayed in the performance of its Work from any cause or event that may foreseeably cause an impact upon the timeliness of completion of the Work, the Professional shall promptly (and, in any event, within three (3) calendar days of the occurrence of such event or cause) provide

written notice to the City thereof and provide an estimate as to the nature and anticipated extent of such event upon completion of the Work.

7.6 All Claims by the Professional against the City relating to this Master Agreement shall be submitted in writing to the City promptly after the events allegedly give rise to such Claim. Such written notice of a Claim shall include all reasons for such Claim and the amount of any additional compensation or additional time requested for such Claim. All Claims not made in the manner specified herein shall be deemed waived and of no effect. "Claims" include, but are not limited to, controversies arising under this Master Agreement, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1 The City may, at any time and for any reason, including, without limitation, for its own convenience and at its sole discretion, cancel or terminate this Master Agreement in whole or in part upon five (5) days written notice to the Professional without liability other than payment for Work already performed up to the date of termination, together with reimbursable expenses, as defined in this Master Agreement, incurred to the date of termination. In no event shall the Professional be entitled to any other compensation from or recovery of any damages in connection with any termination hereunder, including, without limitation, consequential damages, lost opportunity costs, lost profits, impact damages or similar remuneration. The sole compensation that the Professional shall be entitled to because of any termination hereunder is limited to amounts for Work performed up to the date of termination, together with reimbursable expenses, as defined in this Master Agreement, incurred to the date of termination.

8.2 Either party may terminate this Master Agreement upon five (5) days written notice should the Professional fail to substantially perform in accordance with the terms of this Master Agreement and such failure is not cured within the five (5) day period. The Professional shall not be entitled to any payment under this Master Agreement upon a termination pursuant to this Paragraph 8.2 and the City may recover all damages it sustains as a result of the Professional's failures.

8.3 Upon receipt of any notice of termination, the Professional shall promptly (1) discontinue all affected Work (unless the notice directs otherwise), and (2) promptly deliver to the City all design documents, samples, reports, and all sepias and copies of all completed or partially completed drawings, specifications, sketches, models, reports, calculations, computer assisted design documents, computer discs, diskettes, tapes, charts, photographs, data, estimates, summaries and such other information and materials as may have been accumulated by the Professional in performing this Master Agreement, whether completed or in process.

8.4 If a court determines that termination of the Professional pursuant to Paragraph 8.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 8.1 and the Professional's remedy for wrongful termination is limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 8.1.

8.5 The rights and remedies of the City under this Article are non-exclusive and are in addition to all other remedies available to the City at law or in equity.

ARTICLE 9 FORCE MAJEURE/SUSPENSION

9.1 The failure of either party hereto to comply with the terms and conditions hereof because of an act of God, war, fire, riot, earthquake, act of public enemies, or actions of governmental authorities (federal, state, or local), shall not be deemed a breach of this Master Agreement. In any such event, the term of this Master Agreement shall be extended for a period of not longer than the aggregate periods of such contingencies. If any such contingency shall continue for more than four (4) weeks, the City shall have the right to terminate this Master Agreement by giving

written notice of such termination to the Professional. In the event of such a termination, the City shall be liable only for the cost of the Work performed through the date of termination, in accordance with the terms of Paragraph 8.1.

9.2 The City shall have the authority to suspend the Work, in whole or in part, for such periods and for such reasons as it may deem necessary or desirable, in its sole discretion, including, without limitation:

- (a) to resolve coordination, technical or design matters;
- (b) other conditions considered unfavorable for the scheduled prosecution of the Work; and/or
- (c) other conditions considered adverse to the best interests of the City.

Any such suspension shall be in writing to the Professional. The Professional shall obey immediately such orders of the City and shall not resume the Work until so ordered in writing by the City. No such temporary suspension of the Work shall be the basis of a claim by the Professional for any increase in the Contract Sum or for any other damages, losses, costs, or expenses whatsoever, all of which claims the Professional hereby expressly waives. The Professional shall be entitled to an extension of the Contract Time, not to exceed the length of time that the Work was suspended if, but only if, the suspension is not due to an act or omission of the Professional or any other person or organization for whose acts or omissions the Professional may be liable.

ARTICLE 10 OWNERSHIP OF DOCUMENTS

10.1 All data, documents, graphic displays, designs, plans, specifications, models, computer-assisted design documents, computer discs, diskettes, and reports which contain information relating to the Professional's performance hereunder or which are originated and prepared for the City pursuant to this Master Agreement are instruments of service and shall become property of the City, upon payment in full to the Professional for all services performed hereunder. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Professional harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the City or any person or entity that acquires or obtains the plans and specifications from or through the City without the written authorization of the Professional. "Unauthorized reuse," in this section, shall mean the use of the plans and specifications upon any project for which said plans and specifications were not specifically prepared.

10.2 The City shall have the right to use, duplicate and disclose in whole, or in part, in any manner for any proper purpose relating to the Projects, including additions thereto, all data, documents, graphic displays, designs, plans and reports prepared pursuant to this Master Agreement and to authorize others to do so.

10.3 The Professional shall not duplicate or disclose, in whole or in part, in any manner, any data, documents, graphic displays, designs, plans or reports prepared pursuant to this Master Agreement without the prior written approval of the City. The Professional can use its standard details and specifications, which it has prepared, on other Projects without the prior consent of the City.

ARTICLE 11 INDEPENDENT CONTRACTOR

11.1 It is understood and agreed that the Professional is acting as an independent contractor in performance of the Professional's obligations hereunder. Nothing herein contained shall be construed as creating the relationship of principal and agent or employer and employee or a partnership between the City and the Professional. Neither the Professional nor its consultants, subcontractors, or any of their employees is entitled to receive from the City any insurance coverage, pension, profit sharing, paid vacation, sick leave, disability, or other benefits normally provided by the City to its officers, agents, or employees.

ARTICLE 12
INDEMNIFICATION

12.1 The Professional shall indemnify and hold harmless the City and its consultants, officers, agents, and employees from and against claims, damages, losses, or expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the negligent performance of the Professional's services hereunder and the contributory negligence of the Professional and any third party regardless of whether or not such claim, damage, loss, or expense is caused or is alleged to be caused in whole or in part by the negligence of a party indemnified hereunder. The above-said right of indemnity shall be in addition to other rights of indemnity that the City may possess.

12.2 The indemnification obligation under Paragraph 12.1 shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Professional under workers' or workmen's compensation acts, disability payment acts, or other employee benefit acts.

12.3 Except for professional liability insurance, all insurance required hereunder shall provide that the insurer's cost of providing the insured(s) a defense and appeal, including attorneys' fees, shall be supplementary and shall not be included as part of the policy limits, but shall remain the insurer's separate responsibility. Contractor shall cause its insurance carriers to waive all rights of subrogation against the City and its officers, employees, and agents.

ARTICLE 13
INSURANCE

13.1 The Professional agrees to secure and maintain for the periods set forth below, at the Professional's sole cost and expense, the following insurance coverages in the form and in amounts not less than the amounts specified below:

- (a) The Professional shall maintain at all times during the term of this Master Agreement and for a period of one (1) year, annually renewed thereafter, insurance covering claims arising out of the performance of the Professional's services under this Master Agreement and for claims arising out of allegations of errors, omissions, or negligent acts for which the Professional may be liable, with a minimum policy limit of Two Million Dollars (\$2,000,000.00) each claim/aggregate.
- (b) The Professional shall maintain at all times during the term of this Master Agreement and for a period of one (1) year thereafter comprehensive general liability insurance with a standard broad-form endorsement which shall protect the Professional and the City, their agents, servants, employees, officers, and consultants against claims in connection with or resulting from the Professional's performance of this Master Agreement. Such insurance shall be endorsed to provide blanket contractual liability insurance and shall cover the Professional's indemnity obligations contained in this Master Agreement, as well as other contractual liability. Such insurance shall have coverage with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate for bodily injury and property damage.
- (c) The Professional shall maintain at all times during the term of this Master Agreement and for a period of one (1) year thereafter business automobile insurance coverage for all owned, hired, or non-owned vehicles utilized by the Professional with minimum limits of coverage of a combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.
- (d) The Professional shall maintain at all times during the term of this Master Agreement an "all risk" property damage floater policy covering the Professional's personal property and the Professional's equipment, whether owned, leased, or rented by the Professional. In addition, the Professional shall

effect “valuable paper” coverage in an amount equal to the cost to reproduce or replace data, maps, drawings, specifications, and any other materials relating to the Projects.

- (e) The Professional shall maintain at all times during the term of this Master Agreement insurance coverage for:
 - (1) Claims under workers' or workman's compensation with statutory limits, including Employers' Liability coverage with minimum limits of Five Hundred Thousand Dollars (\$500,000.00), disability benefit and other similar employee benefit laws;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease or death of the Professional's employees under any applicable employer's liability law; and
 - (3) Claims for damages for bodily injury, sicknesses, or disease or death of persons other than the Professional's employees.
- (f) The Professional shall also provide and maintain any type of insurance not described above which it requires for its own protection or on account of statutes.

13.2 The Professional's commercial general liability policy and business automobile liability policy, as set forth above, shall be endorsed to include the City as an additional insured. Further, the Professional's “all-risk property damage policy” shall cover the City's interest in such property.

13.3 All insurance required hereunder shall not be subject to a deductible amount on a per-claim basis of more than Ten Thousand Dollars (\$10,000.00) and shall not be subject to an aggregate deductible of more than Twenty-Five Thousand Dollars (\$25,000.00). The Professional's comprehensive liability policy, business automobile liability policy, and “all risk” property damage policy, as set forth above, shall be on an occurrence basis.

13.4 All insurance coverage procured by the Professional, with the possible exception of workers compensation insurance coverage, shall be provided by insurance companies having policyholder ratings not lower than “A-” and financial ratings not lower than “VIII” in the Best's Insurance Guide, latest edition in effect as of the date of this Master Agreement and subsequently in effect at the time of renewal of any policies required hereunder; or policyholder ratings otherwise deemed acceptable by the City.

13.5 The Professional shall provide certificate(s) of insurance to the City before the Professional shall be entitled to any sum of money payable under this Master Agreement. All certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers and state that at least thirty (30) days' notice shall be given to the City before any policy covered thereby is changed or canceled. Such certificate shall be in a form acceptable to the City. The Professional shall have the obligation to provide additional certificate(s) evidencing continuation of coverages with respect to insurance coverages that are to remain in force after completion of the Projects as set forth in this Article 13.

13.6 The maintenance in full current force and effect of such terms and amounts of insurance shall be a condition precedent to the Professional's exercise or enforcement of any rights under this Master Agreement.

13.7 The Professional hereby waives all rights to assert any claim against the City with respect to any loss or damage howsoever caused to the extent any such loss or damage is covered by insurance including deductibles or self-insurance. The Professional and its insurers hereby waive all rights of subrogation.

13.8 If a part of the Work hereunder is performed by a consultant or subcontractor of the Professional, the Professional shall cover any and all consultants and subcontractors in its policies and require each consultant or subcontractor to secure and maintain insurance against all applicable hazards or risks of loss and in the amounts and forms set forth in this Article 13.

ARTICLE 14
NON-DISCRIMINATION, AFFIRMATIVE ACTION,
AND EQUAL ECONOMIC OPPORTUNITY

14.1 The Professional agrees that in the performance of this Master Agreement neither the Professional, nor its consultants or subcontractors, will discriminate against any applicant for employment or employee because of race, color, religion, sex, national origin, age, handicapped or disability status, or veterans status.

14.2 The Professional agrees that in the performance of this Master Agreement, the Professional and its consultants and subcontractors will also take such affirmative action as is non-discriminatory and otherwise achievable through good faith effort to improve the utilization of qualified minorities and women, consistent with their comparative availability in the relevant labor area, and with respect to handicapped or disabled persons, and veterans.

14.3 The Professional agrees that in the performance of this Master Agreement, the Professional and its consultants and subcontractors will make every good faith effort to maximize the opportunity to participate in the Work of qualified minority and female businesses and individuals, consistent with their comparative availability in particular sectors of the relevant market for their particular aspect of the Work.

14.4 The Professional and its consultants and subcontractors agree to continue to perform the non-discrimination, affirmative action, and equal economic opportunity commitments made in the foregoing sections of this Article 14 for the duration of the Work.

14.5 The Professional will execute and will cause each of its consultants and subcontractors to execute such documents and the Professional will submit and will cause each of its consultants and subcontractors to submit to the City reports as may be required by the City with respect to the foregoing non-discrimination, affirmative action, and equal economic opportunity commitments.

14.6 The Professional represents and warrants that it shall comply with all applicable Laws relating to non-discrimination, affirmative action, and equal economic opportunity requirements.

14.7 The Professional represents and warrants that it shall comply with all non-discrimination, affirmative action, and equal economic opportunity requirements of any state, regional, or federal governmental agency or entity providing funding for the Projects.

14.8 The Professional recognizes that a material factor in its selection by the City is the Professional's stated willingness to undertake the requirements set forth in Article 14. If the Professional breaches any of its obligations set forth in Article 14, the City may immediately terminate this Master Agreement upon written notice. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this Master Agreement.

ARTICLE 15
EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

15.1 Professional shall comply with Section 285.530 R.S.Mo., in that Professional shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

15.2 As a condition for the award of this Master Agreement Professional shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Professional shall also affirm, by sworn affidavit, that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

15.3 Professional shall require each subcontractor to affirmatively state, in writing, in its contract for services with Professional, that subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri in violation of Section 285.530 R.S.Mo. Professional shall also require each subcontractor to affirm, by sworn affidavit, that subcontractor does not knowingly employ any unauthorized aliens in connection with the contracted services.

15.4 Professional agrees to abide by any and all rules promulgated by the attorney general that are designed to implement the provisions of Sections 285.525 to 285.550 R.S.Mo.

ARTICLE 16
STANDARDS OF CONDUCT/CONFLICTS OF INTEREST

16.1 No officer, employee, agent, representative, or official of the City or any member of such person's immediate family shall be permitted by the Professional or the Professional's consultants or subcontractors to share or receive any part of this Master Agreement, or any benefit arising from it. The Professional shall not offer or give a gratuity to any officer, employee, agent, representative, or official of the City to obtain a contract or favorable treatment under a contract.

16.2 The Professional represents and warrants that no person, firm, agency, or entity has been employed or retained to solicit or obtain this Master Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or bona fide established commercial or selling agency maintained by the Professional for the purposes of securing business.

16.3 The Professional represents and warrants that it has not or will not provide, attempt to provide, solicit or accept, directly or indirectly, any money, fee, gift, anything of value, or compensation of any kind for the purpose of improperly obtaining or receiving favorable treatment in connection with this Master Agreement or in connection with any agreement with the Professional's consultants or subcontractors.

16.4 The Professional represents and warrants that (a) its shareholders, officers, directors, agents, and employees and (b) all of its subcontractors and consultants have no financial or any other interest which would conflict in any manner or degree to the performance of this Master Agreement.

16.5 Pursuant to the City's Purchasing Ordinance, it shall be unethical for any person to offer, give, or agree to give any employee or former employee of the City, or for any employee or former employee of the City to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for filing, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. The Professional represents and warrants that it has not engaged in the unethical conduct identified herein and shall not engage in any such conduct.

16.6 Pursuant to the City's Purchasing Ordinance, it shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. The Professional represents and warrants that it has not engaged in the unethical conduct identified herein and shall not engage in any such conduct.

16.7 The Professional represents and warrants that it has not and will not employ or offer to employ any City employee who has or is participating directly or indirectly in the procurement or bidding process.

16.8 The Professional agrees to immediately report in writing to the City Manager any violations of this Article 16 of which it has knowledge or otherwise becomes aware of.

16.9 The Professional represents and warrants that it shall comply with all standards of conduct and prohibitions against conflict of interest requirements of any state, regional, or federal governmental agency or entity providing funding for the Projects.

16.10 This Master Agreement may be terminated by the City immediately upon written notice if the Professional fails to comply with the provisions of this Article 16, or in its sole and absolute discretion, issue a written warning or reprimand and deduct any fee, money, gift, or other compensation at issue from the Contract Sum. In addition, the City shall have the right to debar or suspend the Professional as provided in the City's Purchasing Ordinance. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this Master Agreement.

ARTICLE 17 DRUG FREE WORK PLACE

17.1 The Professional agrees to take appropriate preventive steps before the assignment of any of its employees to perform under this Master Agreement that it reasonably believes will ensure that its employees and its consultants and subcontractor's employees at any level will not engage in inappropriate conduct while on City premises. Inappropriate conduct shall include, but is not limited to: being under the influence of or affected by alcohol, illegal drugs, or controlled substances; the manufacture, use, distribution, sale, or possession of alcohol, illegal drugs, or any other controlled substance, except for approved medical purposes; the possession of a weapon of any sort; or harassment, threats, or violent behavior. Violation of this provision may result in immediate termination of this Master Agreement upon notice from the City. The Professional represents and warrants that it shall comply with all drug-free work place requirements of any state, regional, or federal governmental agency or entity providing funding for the Projects. The rights and remedies of this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this Master Agreement.

ARTICLE 18 CONSULTANTS AND SUBCONTRACTORS

18.1 The City agrees that the Professional may retain outside consultants or subcontractors which are selected by the Professional, with prior notice to the City and approval of the City, at the Professional's expense, to perform those services not customarily or normally performed by the Professional covered by this Master Agreement. The Professional shall select such outside consultants and subcontractors consistent with the Professional's Non-Discrimination, Affirmative Action, and Equal Economic Opportunity commitments contained in this Master Agreement. The Professional shall remain fully responsible for the Work which is performed by others to the same extent as it would be if it performed the Work itself. The City's granting of approval to hire such consultants or subcontractors shall not waive, release, or diminish the Professional's responsibilities as contained in this Master Agreement and as otherwise provided by law.

18.2 Each agreement with outside consultants and subcontractors entered into by the Professional must expressly provide that (a) the particular consultant's and subcontractor's services are in partial satisfaction of the Professional's obligations to the City; (b) the Professional is entering into the particular agreement in order to provide the City with the Work which is designed in accordance with this Master Agreement between the City and the Professional; (c) consultants and subcontractors shall have the same obligations to perform the Work as does the Professional; and (d) the terms and provisions of this Master Agreement are incorporated by reference, including the insurance provisions.

18.3 The Professional also warrants and represents that no Consultant or Subcontractor selected by the Professional is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Projects by any Federal, State, or local department or agency or by the City of St. Joseph.

ARTICLE 19
NOTICES

19.1 Any notices, demands, requests, or other communications relating to this Master Agreement shall be in writing and shall be mailed, first class, postage prepaid, or transmitted by hand-delivery or telecopy, addressed as follows:

If to the City: City of St. Joseph
 Eleventh & Frederick Avenue
 St. Joseph, Missouri 64501-2346
 Attn: Director of Public Works and Transportation

If to the Professional: _____

19.2 Each party's address may be changed by written notice to the other party. Each notice, demand, request, or other communication transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received for all purposes at such time as it is received by the addressee.

ARTICLE 20
ASSIGNMENT

20.1 The Professional shall not assign this Master Agreement nor the proceeds hereof without the prior written consent of the City. Any attempt to assign this Master Agreement without the prior written consent of the City shall be void and confer no rights on any third party.

ARTICLE 21
MISCELLANEOUS

21.1 This Master Agreement shall become effective on the date and year first above written, and shall continue in full force and effect until June 30, 2020. Thereafter, this Master Agreement may be extended in annual increments for no more than four (4) additional annual increments unless the City notifies the Professional of its intent to terminate this Master Agreement upon thirty (30) days written notice. In the event that this Master Agreement is not renewed, both the City and Professional shall be obligated to diligently fulfill their obligations under this Master Agreement for all Projects which have been initiated under this Master Agreement but not yet complete.

21.2 This Master Agreement is the sole and exclusive agreement of the parties concerning the Projects and this Master Agreement supersedes any and all prior agreements, oral or in writing, between the City and the Professional with respect to the Projects.

21.3 This Master Agreement may be amended or modified only in writing, executed by the Professional and the City.

21.4 This Master Agreement shall be construed, enforced, and regulated under and by the laws of the State of Missouri. In the event of any dispute or controversy between the parties, each party agrees that the Circuit Court of Buchanan County, Missouri shall have exclusive jurisdiction to determine all issues between them. Provided, however, if a dispute arises out of or relates to this Master Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any action with the Circuit Court of Buchanan County, Missouri. Such mediation shall be held in St. Joseph, Missouri.

21.5 The signatories hereto represent and warrant that they have read this Master Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Master Agreement, and that they are executing the same voluntarily and upon their best judgment, and solely for the consideration described herein. The Professional hereby binds itself and its successors to this Master Agreement.

21.6 The terms of this Master Agreement and the protections afforded the City shall survive any termination or breach of this Master Agreement and shall remain in effect so long as the parties hereto are entitled to protection of their rights under applicable law.

21.7 All headings, titles, and paragraph captions are inserted in this Master Agreement for convenience of reference only, are descriptive only, and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.

21.8 Waiver of any provisions of this Master Agreement or any breach of this Master Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition, or provision of this Master Agreement. Failure by one of the parties to this Master Agreement to assert its rights for any breach of this Master Agreement shall not be deemed a waiver of such rights.

21.9 If any of the provisions of this Master Agreement shall be construed to be invalid or illegal, the legality or validity of any of the other provisions of this Master Agreement shall not be affected thereby. To the contrary, the illegal or invalid provision of this Master Agreement shall be severable and any other provisions shall remain in full force and effect.

21.10 The Professional also agrees to comply with, be bound by, and subject to the rights and remedies the City possesses as set forth in the City's Purchasing Ordinance. Those rights and remedies are not exclusive and are in addition to all other rights and remedies the City possesses under all applicable Laws or provided for in this Master Agreement.

21.11 This Master Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Master Agreement.

21.12 Should the City be required to institute legal action to enforce any of its rights set forth in this Master Agreement, then the City shall be entitled to reimbursement for all reasonable attorneys' fees and cost incurred as determined by the Court in any such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be executed pursuant to due and legal action authorizing same to be done, on the date first above written.

I do hereby certify that the above contract or order is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

Director of Administrative Services

ATTEST:

CITY OF ST. JOSEPH, MISSOURI
"THE CITY"

City Clerk

City Manager

"PROFESSIONAL"

ATTEST:

By: _____

Title: _____

APPROVED AS TO FORM AND
EFFECTIVE UPON CERTIFICATION
BY DIRECTOR OF FINANCIAL SERVICES

City Attorney

EXHIBIT 1

HOURLY RATES

SAMPLE

EXHIBIT 2

WORK ORDER FORM

SAMPLE