NOTICE OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL NO. 2022-RFP-18

ON-CALL ARBORIST SERVICES

RFP Due Date: 10:00 A.M., Thursday, Nov 10, 2022

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Paul Bloomberg, Parks Director
Email: pbloombe@joplinmo.org

Phone: 417-625-4750

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposals number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposals.

Oct 13, 2022
Issue Date

CITY OF JOPLIN, MISSOURI

The City of Joplin seeks to obtain the services of a qualified contractor to provide on-call arborist services.

The City of Joplin is pleased to offer an excellent opportunity for a qualified professional to serve as the On-Call Arborist (on an as needed basis, not a full-time employee of the City of Joplin) funded by our Tree City USA account. The successful candidate must be certified by the International Society of Arboriculture (ISA) or American Society of Consulting Arborists (ASCA), with a genuine commitment to high-quality customer service and administrative excellence and prepared to work in a collaborative environment with the Parks and Recreation Department, Public Works Department, Tree City Board, and residents/stakeholders.

SCOPE OF SERVICES

The City of Joplin is requesting services from a certified arborist to conduct duties as required: hazardous tree evaluation, tree removal, chemical application, park assessment, new tree installment, tree inventory update (using City GIS program), tree assessment, reports, tree planting plans, tree pruning, and general arborist consulting.

A. Management of Regulated Trees

a. In collaboration with the Parks and Recreation Director, the Arborist will assist in planning, developing, implementing, and managing the City of Joplin urban forest program.
b. Works closely with staff, developers, other City of Joplin departments, Tree Advisory Board, volunteer groups, and maintenance contractor(s).
c. Using the City of Joplin GIS database, conduct an Overall Canopy Assessment.
d. Assists City of Joplin staff in maintaining the database and mapping tools for City of Joplin trees, including, but not limited to, tree location, species, age, size, and maintenance activity log.
e. Recognizes disease and insect problems and recommends treatments.
f. Provide inspections and risk assessments on the health and safety of trees, including recommendations for removal or maintenance.
g. Identify incompatible woody vegetation including but not limited to utilities (electrical, gas, communications, water, sanitary, stormwater, etc.), streets, sidewalks, curbs, and signage.
h. Provide advice and recommendations regarding the City of Joplin Tree Ordinance and permitting program.
i. Arborist to provide all necessary equipment or machinery to perform the work of the Arborist.
j. Provide Park assessment reports for each park.

B. Review Development Plans and Tree Planting Standards

a. Review and comment on development plans and tree planting standards in conjunction with the Parks and Recreation Department, Public Works Department and Planning and Development Department.

C. Additional Work

a. Additional tasks or services related to tree management may be added as needed upon approval of both parties. For example, Tree Protection Monitoring during construction to monitor activities and/or layout tree protection zones.

TERMS

A. Arborist is to visit and coordinate with Director of Parks and Recreation on all projects and services.
B. Arborist agrees to provide reviews and render decisions in a timely manner so as not to delay the orderly and sequential progress of the City of Joplin services.
C. Professional services described in the Scope of Work will be billed on a time and materials basis. Billable time will be calculated on minimum units of per hour.
D. Project and/or services will have detailed descriptions and activities on all invoices.
E. Agreement of contractor services will be for a consecutive three-year period with the option for an additional two-year extension.
F. All invoices are payable within 30 days of receipt.
G. Either party may cancel this agreement upon notice.

PROPOSAL SUBMISSION REQUIREMENTS

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the Arborist cost per hour for providing these services. Submissions must include a response addressing the following information:

Company Profile
Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

Organizational Structure
Describe your firm's organizational structure and discuss what tasks each person will perform.

Key Staff Resumes
Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related projects. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

Experience and Qualifications
Set forth your experience and qualifications as they relate to the proposed project and services in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFP.

References
Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and describe the project worked on and

specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

EVALUATION CRITERIA AND SELECTION PROCESS

Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Contractor's sole cost and expense, addressing Contractors' ability to achieve the scope of work of this RFP. Proposals will be evaluated, in part, according to whether the Contractor meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Contractor selection and award of contract will be made on the basis of:

25% Qualifications of Arborist
25% Work history and Experience
15% References
35% Arborist cost per hour and flat fees for requested scope of work

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications, or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than November 10, 2022 via e-mail to pbloombe@joplinmo.org, or in writing, to Paul Bloomberg (Attn: On-Call Arborist Services RFP), City of Joplin, 3301 West 1st Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the Parks Department, at the above address.

ADMINISTRATIVE REQUIREMENTS

Schedule Timeline

Selection will be based on proposals submitted and staff's recommendation. There is no specific selection timeline.

Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

Insurance

The selected consultant will be required to maintain general liability insurance, which shall include coverage for acts of independent contractors or subcontractors, in an amount not less than $1,000,000 for each occurrence and $2,000,000 in the aggregate. The successful bidder shall also maintain property damage insurance in an amount not less than $500,000 for each occurrence and $1,000,000 in the aggregate. With submission of the signed agreement, the successful bidder shall submit evidence of the required insurance coverage naming the City of Joplin as additional insured and agrees to provide copies of the policies of insurance upon request by the City of Joplin. Such insurance shall be carried with financially responsible insurance companies, licensed in Missouri,

and approved by the City of Joplin and shall be kept in force during the entire term of the Agreement.

The City of Joplin shall be named as additionally insured on Arborist's insurance policy or policies. Upon notice of contract award, contractor shall provide the City of Joplin with a certificate of insurance coverage evidencing the above coverage limits, including a copy of all declarations of exclusions, prior to execution of contract. To the full extent permitted by law, Arborist agrees to defend, indemnify and hold the City of Joplin, its employees, agents and officers harmless from any and all claims, damages and liability in any way occasioned by or arising out of the Arborist's negligent performance of services under this agreement, breach of contract out of Arborist's work.

The selected contractor, at its own expense, shall maintain for the period cover by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions.

Business License
Consultant must apply for a City business license and show proof of application to Director of Parks and Recreation within seven days of being selected as intended consultant.

Contract Terms and Conditions
The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection, and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

Exhibits
The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. Cost Proposal Form
B. City of Joplin Standard Professional Services Agreement

FORMAT AND CONTENT OF PROPOSAL

Proposal Terms and Conditions
The following terms and conditions apply to submitting proposals in response to this\Request for Proposal:

Interviews
The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

Request for Additional Information
The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Acceptance/Rejection/Modification to Proposals
The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

Proposals Binding
All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

Proposer's Certification
By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

Non-exclusive Contract
The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

Late proposals
Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

Completeness
All information required by the Request for Proposal must be supplied to constitute
A legitimate proposal. The City of Joplin reserves the right to use any and all information
presented in any response to the Request for Proposal. Acceptance or rejection of the RFP
does not affect this right.

Execution of Agreement
The successful proposer shall enter into a contract with the City for the performance of work awarded to them and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the Parks Department no later than 10:00 am, Thursday, November 10, 2022. Proposals will not be accepted after this time.
Proposals shall be addressed as follows:

For Mail or Hand Delivery
City of Joplin
Paul Bloomberg
Director of Parks and Recreation
3301 West 1st Street
Joplin, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2022-RFP-18: ON-CALL ARBORIST CONSULTANT SERVICES"

Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all perspective proposers who received an original Request for Proposal.

Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

The City will review and evaluate all proposals submitted in response to this Request for Proposal (RFP). The City shall conduct an evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposal or as reasonably determined by the City.

The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

Proposals will then be evaluated and rated in accordance with the evaluation criteria.

The City may confer with all responsible proposers and may arrange, if necessary, for interviews/presentations.

The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract. The City reserves the right to

reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interest of the City to do so.

EXHIBIT A

CITY OF JOPLIN
COST PROPOSAL FORM

ITEM	GENERAL DESCRIPTION	UNIT	PRICE
1	PARK ASSESSMENT: Visual inspection of all trees Includes Arborist Report	FLAT RATE	
2	ARBORIST REPORT	FLAT RATE	
3	TREE INVENTORY SOFTWARE SETUP	FLAT RATE	
4	GENERAL ARBORIST CONSULTING	PER HOUR RATE	

Date_____ **Company Name**_____

Address_____ **City/State/ZIP**_____

Contact Number_____ **Email Address**_____

Person Preparing Proposal_____ **Title**_____

Signature of Person Preparing Proposal_____

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT B

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2022-RFP-18 which Request for Proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant submitted a proposal dated November 10, 2022 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit B;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit B. This Agreement shall be effective on _____, 2022 and shall continue in full force and effect through _____, 2025, unless otherwise terminated earlier by one of the parties pursuant to this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years, by providing such notice to the parties as identified in this Agreement.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit A. The term of the Agreement shall be for the period specified in Exhibit A.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit A for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for

Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the party's intention that the Consultant will be an Independent Consultant and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation and unemployment insurance laws. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

City Attorney
City of Joplin
602 South Main
Joplin, MO 64801

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Consultant shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

C. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney