



## **Request for Proposals: Professional Services for Zoning and Subdivision Regulation Updates**

The City of Parkville, Missouri ("City") is pleased to issue this Request for Proposals ("RFP") for professional services for updating the Parkville zoning and subdivision regulations.

### **1. INTRODUCTION**

The City of Parkville is a fourth-class city located in the southern portion of Platte County, Missouri along the Missouri River. The population of Parkville was 5,554 at the 2010 census. Parkville is home to Park University, Parkville Commons, English Landing Park, the National Golf Club, Riss Lake, and the historic downtown Main Street area.

Many of the City's codes and regulations were adopted over 40 years ago. Although many sections have been amended as needed, the zoning and subdivision regulations have not been comprehensively updated. In 2009 the City of Parkville adopted a Master Plan projecting future growth and development. The City seeks to develop clear, understandable, and user-friendly zoning and subdivision regulation documents that are consistent with existing City plans and policies, implement the 2009 City of Parkville Master Plan and tailor development and design standards for the City's diverse development contexts and needs. The City also seeks a balanced approach to regulation in terms of facilitating growth and development while protecting Parkville's character, landscapes, resources, and public health, safety, and welfare.

The City of Parkville is soliciting proposals from qualified consulting firms with proven experience evaluating, writing, and implementing zoning and subdivision regulations, to prepare an update to the City's existing zoning and subdivision regulations, including an updated zoning map. The selected firm ("Firm") will have demonstrated knowledge of: zoning and subdivision regulation administration and enforcement; zoning, subdivision and land use law; planning best practices; subdivision, architecture, and urban design; environmental preservation; and sustainable development and infrastructure models.

Proposals will be received until Friday, March 6, 2015 at Parkville City Hall no later than noon Central Time. Proposal instructions and service specifications are below.

### **2. SCHEDULE**

The City desires to complete the project with all costs incurred in 2015. Unless otherwise directed, the Firm shall commence work immediately upon execution of the service agreement. To meet the City's desire to complete the work within 2015, the Firm shall complete all work including adoption on or before December 31, 2015, with all final billing received on or before January 31, 2016, unless otherwise approved in writing by the City of Parkville.

### **3. BUDGET**

The City has budgeted \$85,000 for the zoning and subdivision regulation and zoning map update. \$10,000 is reserved for City legal fees and a contingency for any unforeseen and post adoption expenses. In addition to these funds, the City will provide: staff support; printing of the draft report and plotting of draft maps for staff, steering committee and public meetings; electronic copies of city documents as needed; GIS base files as obtained from the County; meeting facilities; and meeting supplies.

#### **4. SCOPE OF SERVICES**

##### **A. Components of the Zoning Regulations Update**

The zoning regulations update portion of this project will consist of the following major components:

1. Evaluate and address a variety of issues including but not limited to: permitted, special and conditional uses by districts and requirements for each; new or modified zoning districts to implement mixed-use, multi-use and master planned development projections; preservation of resources; 45 Highway, 9 Highway and downtown Parkville corridor or district standards; telecommunication and utility regulations; minimum required infrastructure; pedestrian and vehicular access and circulation; parking and loading; landscaping, screening and buffering; signage and temporary signage; plan submittal and evaluation requirements and procedures; vested rights and expirations; administrative processes, including amendments, variances and appeals; height, bulk, area, density and setbacks; accessory structures and requirements for such; and other zoning matters.
2. Evaluate, update, and tailor design and development standards through the consideration of both best practices and the variety of development contexts in the City, including the highway corridors, interstate, low-density residential areas, moderate density mixed-use areas and downtown Parkville.
3. Clarify how development impacts are to be assessed for significance and mitigation, which may involve incorporating new or revised development standards to reflect mitigation options.
4. Comprehensive zoning map amendments to reflect any changes to districts, designation of new districts, or other changes resulting from the zoning regulation updates.

##### **B. Components of the Subdivision Regulations Update**

The Subdivision Regulations update portion of this project will consist of the following major components:

1. Evaluate the existing code and address a variety of issues including but not limited to: preliminary and final plat and improvement plan submittal requirements, evaluations processes and approval procedures; creation of new procedures for lot splits, lot line adjustment, lot combination and minor subdivisions other similar categories; infrastructure design specifications, minimum requirements and construction standards; parks and open space dedication requirements; vested rights and expirations; administrative processes, including amendments, variances and appeals; and other subdivision matters.
2. Clarify how subdivision impacts are to be assessed for significance and mitigation, if not addressed in the zoning code, or not otherwise applicable.

##### **C. Components Common to the Update of both the Zoning and Subdivision Regulations**

1. Integrate with and cross-reference other land use and development related programs, regulations, ordinances, and documents including the City of Parkville Master Plan, Vision Downtown Parkville, Parks Master Plan, Parkville EDC Plan for Progress, 45 Highway Corridor Plan, and 9 Highway Corridor Plan to the extent completed (estimated to be completed by December 2015).
2. Identify strengths and weaknesses of the existing regulations and practices. Eliminate outdated, unclear, or contradictory language and the need for frequent and extensive interpretations.

3. Update terminology and definitions, including exhibits, tables and drawings as necessary to clearly communicate their intent.
4. Review and update application procedures, submittal requirements, and application materials, with the intent of streamlining procedural review processes from project intake through review and approval. Incorporate recently revised process and operating procedures.
5. Update the format and structure of both documents to be more user-friendly by improving the organization, increasing clarity and precision, identifying and removing inconsistencies and redundancies, clarifying how discretionary decisions and interpretations are made, and include the use of illustrations and other graphics to convey standards.
6. Ensure consistency with applicable local, state, and federal laws and regulations.

#### **D. Scope of Work**

The City of Parkville values the opinions of its citizens, property owners and investors and desires to engage the public throughout the project to help identify issues and potential solutions to inform the public as to intent and desired outcomes and to help ensure adoption of the final product. The resulting input is to be considered in addition to direction from City staff, appointed and elected officials, and the professional opinions and advice of the Firm.

The following scope of work is intended to communicate the City's desire to have an open and transparent update process, work with a hierarchy of city staff, a steering committee and appointed and elected officials, and provide reviews at benchmarks throughout the project. With the exception of the adoption process, the final scope of work is negotiable. Where deviation from the outline below is proposed, demonstrate in the narrative how the same objectives can be met.

1. Kickoff Meeting / Introduction. The Firm will hold a kickoff meeting with City staff to begin the study process. This meeting will be used to introduce city and project staff, discuss the update approach and timeline, prepare a preliminary list of needs and other preparation for initiating the project.
2. Preliminary Zoning and Subdivision Regulation and Supporting Document Analysis. The Firm will review and evaluate the Zoning Regulations, Subdivision Regulations, Zoning Map, plans and policies and complete a written technical analysis and evaluation with regard to the objectives of sections A through C above. The technical analysis will assess the strengths and weaknesses, identify conflicts with adopted plans and policies, current laws and statutes and items contrary to recommended best practices. The zoning and subdivision regulations will also be evaluated in terms of format and structure, organization, clarity, consistency, and ease of use. Where preliminary recommendations or options are known, they should be identified. The analysis will be presented to staff.
3. Joint Meeting. The Firm will hold a joint meeting with the Steering Committee, Planning and Zoning Commission and Board of Aldermen. This meeting will be used to introduce project and steering committee members, to discuss the update approach and timeline, present the preliminary analysis, identify additional issues, concerns and desires, and prepare for stakeholder input.
4. Stakeholder Input. The Firm will obtain input from major community stakeholders, community groups, civic leaders and other interested parties through town hall meetings, small group meetings, interviews, surveys, social media or other appropriate means.

Stakeholders should represent the diversity of interests in Parkville, neighborhoods, developments, builders / developers, business and home associations, districts, service providers, land and property owners, and other investors. The Firm will document issues, concerns, desires, potential solutions and other related items, identifying priorities and common themes.

5. Preliminary Summary. The Firm will prepare a summary that includes: a section by section detailed analysis of the existing regulations; issues, concerns, desires and options identified; preliminary options and recommendations with rationales; and preliminary recommendations for the structure, organization and substance of the new zoning and subdivision regulations. The summary will include examples of how the updated zoning and subdivision regulations will be used to implement the recommendations of the City Master Plan and other City plans and policies, and how the updated zoning and subdivision regulations will be integrated with other guidelines, regulations, and ordinances. The Firm will also develop and maintain a document that tracks any and all changes to the original zoning and subdivision regulation documents.
6. Steering Committee Meeting. The Firm will present the preliminary summary to the Steering Committee for discussion and additional input. As a result of the meeting, the summary should be revised, clarified and finalized for distribution for staff and elected and appointed official review.
7. Public Presentation. The Firm will obtain general public input through a town hall meeting, surveys, social media and other appropriate means or a combination of efforts. The method should allow the public to review preliminary information and provide comments, suggestions and other input prior to proceeding with a formal draft of the updates. As a result of the public input, the Firm will summarize input and identify where preliminary recommendations were revised, additional options added or precluded and other changes.
8. Steering Committee Meeting. The Firm will present the conclusions of the public presentation to the Steering Committee for discussion and additional input and direction prior to proceeding with draft regulations.
9. Planning and Zoning Commission and Board of Aldermen Workshop. The Firm will present the preliminary summary to the Planning and Zoning Commission and Board of Aldermen in a joint work session for additional discussion. As a result of the workshop, the summary should be revised, clarified and finalized for presentation to the public.
10. Draft Zoning Regulations, Zoning Map, and Subdivision Regulations. The Firm will prepare draft versions of the zoning regulations, zoning map, and subdivision regulations based upon the results of prior meetings. Notes or other means will be used to communicate rationale for major changes and recommendations. In addition, the Firm will prepare an executive summary that will be utilized as a tool for describing the update process and any significant changes in the regulations and zoning map.

The Firm will hold two meetings with City staff to review, critique, and edit proposed changes. The need for additional phone or video conferences should also be expected.

11. Steering Committee Meeting. The Firm will present the draft zoning regulations, zoning map and subdivision regulations to the steering committee to review, critique and suggest revisions of the draft to staff. The results shall be summarized and provided to staff for review and input prior to preparing a revised draft for public consideration.
12. Public Adoption Process. The following adoption process including meetings with the Planning Commission and Board of Aldermen will be required. All meeting materials and packets must be prepared and submitted to the Community Development Director at

least two weeks prior to each meeting. All draft and final versions shall include the document and associated maps, figures, graphics, and renderings. The Firm should allow two weeks for all staff required reviews. The Firm should plan appropriate time as necessary to make corrections to the draft document based on input from the public, staff, Planning and Zoning Commission and the Board of Aldermen, as applicable.

- a. Planning Commission Work Sessions. Draft regulations and associated display items (maps & figures) must be presented to the Planning and Zoning Commission during work sessions. The presentation should include an overview of the input obtained, major changes and other relevant information. It is anticipated that this process may require one or more work sessions with the Planning Commission during which members will review and comment on proposed changes.
- b. Planning Commission Public Hearing. Draft regulations and associated display items must be presented to the public during a public hearing. The materials must be completed and available for public review and all public notice published and posted no later than 15 days prior to the meeting. The Firm must be prepared to present the draft regulations and answer related questions at this meeting, with support provided by staff as necessary.

Depending on comments received by the public and the Planning and Zoning Commission, it may be necessary to continue the public hearing to a subsequent meeting. If so, the Firm will be responsible for preparing clarifications, revisions and other information in response in consultation with City staff.

- c. Board of Aldermen Presentation. After the Planning and Zoning Commission adoption, the Firm will be required to present the recommended regulations and associated display items to the Board of Aldermen at their regularly scheduled meeting. The Firm will present an overview of the update process, major changes from the existing regulations and the Commission's recommendation. It is anticipated that this process may require up to two briefing sessions. The Firm must be prepared to answer questions at these two meetings.

Depending on comments received by the Board of Aldermen, it may be necessary to present a revised document at a subsequent meeting for final approval. If so, the Firm will be responsible for preparing clarifications, revisions and other responses in consultation with City staff.

**E. Final Deliverables**

For both the Zoning Regulations and the Subdivision Regulations, the Firm will produce and provide the following materials in the formats listed. The City will not convert files from other file formats.

- 1. Drafts for review .....electronic copies only
  - a. Drafts to be provided in Microsoft Word 10 (or compatible) and pdf formats using commonly available fonts
  - b. Maps to be provided in pdf format formatted to 11" x 17" and 24" x 36" pages
  - c. Graphics, tables or other exhibits to be produced separately from the drafts or maps in pdf format formatted to a standard page or sheet size capable of being printed by the City.
  - d. Presentations or slide shows in Microsoft PowerPoint 10 (or compatible) and pdf formats
- 2. Final document ..... electronic copy only
  - a. Final regulations provided in Microsoft Word 10 (or compatible) and pdf formats using commonly available fonts
  - b. Maps to be provided in pdf format formatted to 11" x 17" and 24" x 36" pages, with all mapping files / figures provided in shape file and feature class formats for use in Arc Map 9 and pdf format for general use.

- c. Complete database files of all tables and spreadsheets in Microsoft Excel 2010 (or compatible) format.
- d. Presentations or slide shows in Microsoft PowerPoint 10 (or compatible) and pdf formats
- e. Graphics, drawings and photos in a jpg, png or other file format approved by the City.
- f. All other files or documents, if any, in a format approved by the City.

## **5. PROPOSAL AND EVALUATION CRITERIA**

### **A. Instructions to Applicants:**

1. The response to this RFP should be delivered as follows: Five (5) hard copies plus one (1) electronic PDF file version (on a CD or flash drive) shall be submitted to the address below in a sealed package clearly marked and addressed as below. Proposals must be received by noon Central Time on Friday, March 6, 2015. For the purpose of this deadline, time shall be as read from the City Hall receptionist's clock. Firms are encouraged to submit ahead of the deadline to avoid any disagreements about time.

Proposal for Professional Services  
 C/o Sean Ackerson  
 Assistant City Administrator/Community Development Director  
 City of Parkville  
 8880 Clark Ave.  
 Parkville, MO 64152

2. Any proposals received after the specified date and time will be rejected and returned unopened. Proposals may not be modified or withdrawn after the submittal deadline. However, a respondent may withdraw one's proposal from the selection process at any time prior to the submittal deadline. The City reserves the right to extend the time for submittals.
3. Additional promotional materials/brochures may be included in addition to the proposal but may not be substituted for any of the content requirements of the proposal itself. This additional material need not be submitted in an electronic format.
4. The City reserves the right to request a change in any proposed sub-consultants, if applicable.
5. The City reserves the right to waive any irregularities and/or reject any and all submittals. The City is under no obligation to award a contract to any firm submitting a proposal.
6. The City shall not be responsible for any costs incurred in the preparation, submittal, and presentation of proposals.
7. All materials submitted shall become the property of the City and shall be subject to the laws and regulations relating to the disclosure of public information. No guarantee of privacy or confidentiality is offered or implied.

### **B. Proposal Requirements and Evaluation Criteria**

The following are the contents that must be included in all proposals. All the listed criteria should be addressed completely and shall follow the order and format in which it is listed below. These categories and criteria will be primary considerations in the evaluation of proposals and will be used to determine the most qualified and capable firms. The sequence of the listing is not intended to reflect relative weight of each category.

1. Cover Letter: The cover letter should include a brief statement regarding the understanding of the work to be performed and a statement as to why the company

believes it is best qualified to perform the services. If the submittal is for a team, the letter should identify the lead firm and all sub-consultants. Last the letter must include the name(s) of the person(s) authorized to represent the proposer, title, address, telephone number and email.

2. Related Experience and References: The proposal shall include three or more examples of zoning and subdivision regulation updates and similar work, including references for each project with current contact information, a statement as to whether the work was adopted, whether the project was completed on time and within budget, and which members of the project team were involved and in what capacity. Recent examples, examples of work in Missouri and examples that demonstrate knowledge of Missouri planning, zoning and subdivision laws are preferred. Additional examples of work demonstrating expertise in zoning and subdivision regulation administration and enforcement, zoning, subdivision and land use law, planning best practices, architecture, and urban design, environmental preservation, and sustainable development and infrastructure models is also encouraged.
3. Project Team: The proposal shall include resumes for all the key project team members including educational background/training, certifications, related experience and detailed descriptions of roles played on past projects. The proposal should identify primary project contacts and all team members who would represent the firm at public meetings.
4. Understanding and Approach to the Work: The proposal shall demonstrate an understanding of the City's needs, a proposed scope of work, including process and schedule, and the ability to complete the project within budget. If the team does not believe the work can be completed within the City's budget, a list of suggested alternatives with corresponding fees should be included. The proposed scope of work should indicate which individuals will be responsible for completing the work. These criteria will be evaluated based on the proposer's understanding of the City's objectives and ability to demonstrate a process that efficiently and effectively achieves the desired outcomes.
5. Proposed Schedule: The proposal shall demonstrate an ability to complete the project on time. The Proposal shall include a schedule for major project benchmarks following an outline similar to that in the Scope of Work. If the team does not believe the work can be completed by year end, alternative schedules must be detailed and explained.
6. Disclosure: The proposal shall disclose any professional or personal financial interest which could be a possible conflict of interest in contracting with the City. The proposal shall further disclose all current and unresolved litigations, arbitrations, or mediations of the company.
7. Compliance with Professional Services Agreement: The City's standard Professional Services Agreement is included as Attachment A. Proposer shall thoroughly review the agreement and state an ability to comply with its terms and/or state any terms for which it will request re-negotiation.
8. Fee: The proposal shall include a fee schedule for all work being provided, including fees for each major task or category of work to be completed. Hourly rates for each key project team member shall be provided along with an estimated number of hours to be committed to the project.

All fees shall be lump sums and shall include all costs and expenses necessary to complete the proposed scope of work. Any responsibility or expectation of the City of Parkville necessary to complete the project within the proposed fee should be identified

and explained if necessary. Proposals should include a method and rates for billing additional services beyond the initial scope of service if elected by the City.

The City reserves the right to negotiate a final scope of work and fee as part of contract negotiations following the selection process.

**6. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on Monday, February 23, 2015 at 11:00 am Central Time in the Boardroom on the lower level of Parkville City Hall, 8880 Clark Avenue, Parkville, MO 64152. Attendance is encouraged, but is not required. For those that cannot attend, a brief summary of questions asked and answers provided will be made available on or before 5:00 pm Central Time Friday, February 20, 2015 through the City webpage at <http://parkvillemo.gov/community/bids-proposals/>.

**7. PROPOSED PROCESS AND TIMELINE (SUBJECT TO CHANGE)**

Thursday, February 12, 2015 ..... RFP issued and posted on the City of Parkville website  
Monday, February 23, 2015 ..... Pre-Proposal Conference in the Boardroom at Parkville City Hall (11 am)  
Tuesday, February 24, 2015 ..... Pre-proposal conference summary available on website  
Friday, March 6, 2015..... Receipt of proposals due by noon Central Time  
Wednesday, March 11, 2015..... A selection committee comprised of city officials will evaluate the proposals and select one or more qualified firms to interview.  
Week of March 16-20, 2015 ..... Interviews of one or more firms are conducted. Preferred firm is notified of selection and final scope negotiation begins.  
Tuesday, March 24, 2015 ..... Negotiated contract is finalized by end of day.  
Monday, March 30, 2015 ..... Finance Committee takes action on recommended contract  
Tuesday, April 7, 2015 ..... Board of Aldermen takes action on recommended contract  
Wednesday, April 8, 2015 ..... Notice to Proceed issued and kickoff meeting held with staff.

Timelines for interviews, selection, contract negotiation and contract approval are subject to change to meet the needs of the City of Parkville.

By submitting a proposal in response to this RFP, the respondent expresses its intent to comply with the established timeline. In addition, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of “the most qualified and capable” firm(s) will require subjective judgments by the selection committee and the City. Thank you in advance for your cooperation and interest in the City of Parkville.

**8. PROPOSED PROCESS AND TIMELINE (SUBJECT TO CHANGE)**

The following reference documents are available online:

- A. Zoning Code: <http://ecode360.com/PA3395-DIV-05>
- B. Subdivision Regulations: <http://ecode360.com/27903031>
- C. Parkville Master Plan: <http://parkvillemo.gov/departments/community-development-department/master-plan/>
- D. Vision Downtown Parkville: <http://parkvillemo.gov/vision-downtown-parkville/>

**9. ATTACHMENT**

Attachment A: Professional Services Agreement

**Attachment A**

**PROFESSIONAL SERVICES AGREEMENT**

THIS SERVICE AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY OF PARKVILLE, MISSOURI ("City") and \_\_\_\_\_ ("Service Provider").

WHEREAS, the City desires to update zoning and subdivision regulations as necessary to comply with current legislation and best practices and to help implement the goals and objectives of the City's Master Plan; and

WHEREAS, the City has budgeted funds for professional services necessary to evaluate and update the City's zoning and subdivision regulations ("Project"); and

WHEREAS, Service Provider was chosen through a request for proposals (RFP) selection process and has demonstrated the necessary expertise, experience, and personnel to complete the project on time and within budget.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

**I. SCOPE OF SERVICES**

A. The term "Services" when used in this Agreement shall mean any and all professional services provided by the Service Provider or any sub-consultants to the Service Provider in accordance with this Agreement.

B. Service Provider agrees to perform and complete the following Services:

**i. To be inserted based on negotiated scope of services**

C. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

**II. STANDARD OF CARE**

A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.

B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

**III. COMPENSATION**

A. As consideration for providing the Services, the City shall pay Service Provider as follows:

1. Services shall be provided for a lump sum of \$ \_\_\_\_\_, to be paid in installments for completion and acceptance of the following phases: \_\_\_\_\_.

2. Service Provider is not entitled to reimbursement for miscellaneous expenses including but not limited to travel, transportation, postage, without prior written approval from the City.

B. Service Provider shall submit an itemized invoice to the City with descriptions of the work performed for each phase. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed

portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

#### **IV. SCHEDULE**

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed on or before December 31, 2015, unless otherwise approved in writing by the City of Parkville.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

#### **V. LIABILITY AND INDEMNIFICATION**

- A. Service Provider shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.
- B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

#### **VI. INSURANCE**

- A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it :
  - a. Is licensed to do business in the State of Missouri;
  - b. Carries a Best's policy holder rating of A or better; and
  - c. Carries at least a Class X financial rating.

- B. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Service Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property.

**VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL**

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

**VIII. OWNERSHIP OF WORK PRODUCT**

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right title and interest in and to such Works.

**IX. RELATIONSHIP OF THE PARTIES**

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**X. NOTICES**

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:  
City of Parkville  
Attn: City Administrator  
8880 Clark Ave.  
Parkville, MO 64152
- C. Notices sent by the City shall be sent to:  
**Vendor Contact Information**

**XI. TERM AND TERMINATION**

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

## **XII. MISCELLANEOUS PROVISIONS**

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
  - 1. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - 2. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - 3. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.

- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI

By: \_\_\_\_\_  
Nanette K. Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Melissa McChesney, City Clerk

**Selected Vendor**

By: \_\_\_\_\_  
**Name of Vendor Principal  
Principal**