



City of Wentzville
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(636) 639-2005

REQUEST FOR PROPOSALS NO. #16-594

TREE INVENTORY SERVICE

Solicitation Issue Date:
December 9, 2016

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SECTION 1. PURPOSE / INTRODUCTION / BACKGROUND

The City of Wentzville is soliciting a Request for Proposals from qualified Firms to conduct a tree inventory for the City parks with an option to inventory City street trees. The term of the awarded contract shall be date of award through June, 2017.

The City currently does not have a tree inventory system.

A portion of the funding for this project was made available through the Missouri Department of Conservations Tree Resource Improvement and Maintenance (TRIM) Program.

Background: The City parks system currently maintains 330 acres of parkland which consists of five major parks and five minor parks. Additionally the city maintains trees along 175 miles of Wentzville's public streets. Tree management is a vital component of a healthy park system. Development of a park tree inventory data base is vital to upgrading the horticulture & forestry division and a valuable tool for tree management. The end goal of the park tree inventory will be to assess the current tree population to determine tree locations, attributes, health, species and future management.

SECTION 2. SUBMISSION OF PROPOSALS

One (1) original and two (2) copies shall be submitted, in a sealed envelope or package

RFP Due: December 29, 2016, 2:00 p.m. prevailing Central time

Location: City of Wentzville
RFP #16-594
Attn: Procurement Department
310 West Pearce Blvd
Wentzville, MO 63385

Contact: Jill Schmitz, Procurement Specialist
Phone: 636-639-2188 E-mail: Jill.Schmitz@wentzvillemo.org

ALL QUESTIONS SHOULD BE TRANSMITTED VIA E-MAIL

SECTION 3. PROPOSAL REQUIREMENTS

The City will consider proposals from Firms with specific experience and success in conducting a tree inventory. All proposals must include:

- A. Firm name, address, telephone number and contact person(s) email address.
- B. Brief history of Firm, including number of years of experience.
- C. List of recent (last 24 months) organizations that have used the Firm's services on similar projects, with contact names and contact information for reference checks.
- D. Description of the Firm's processes, method of approach, and timeline.
- E. Identification of specific services to be provided.
- F. Information on the staff members that will be working on the City's project.
- G. Fee Schedule
- H. Non-Collusive Form, completed

SECTION 4. SCOPE OF SERVICES

The successful Firm (the "Firm") will be expected to provide all of the needed equipment, consultation, installation, service, maintenance and training to conduct the tree inventory presented in this RFP. The City's desire is for the tree inventory to be completed by April 21, 2017 and must conform to the most current version of the American National Standards Institute A300 Standards for Tree Care operations.

Firm is to provide a tree inventory to provide the City with an understanding of current tree resources, the benefits they provide, and direction for future management as it relates to the tree inventory by May 5, 2017. If this date cannot be met, the City shall be advised by April 14, 2017.

Task 1: Tree Inventory - Firm is to conduct a tree inventory of no less than 2000 trees in the Wentzville Parks in the order listed in this RFP moving to City Street Trees if 2000 trees are not able to be inventoried in the Parks. Firm shall work with the City to determine approximate number of trees to be inventoried in each park prior to the start of work.

1. Rotary Park - 2577 W. Meyer Rd. Foristell, MO 63348
2. Progress Park - 968 Meer Rd., Wentzville, MO 63385
3. Heartland Park - 100 William Dierberg Dr., Wentzville, MO 63385
4. Splash Station Aquatic Ctr. - 1141 Peine Rd., Wentzville, MO 63385
5. Peruque Valley Park - 1335 South Point Prairie Rd., Wentzville, MO 63385er
6. Memorial Park - 1419 Kathleen Dr., Wentzville, MO 63385
7. Northview Nature Park - 200 W. Northview, Wentzville, MO 63385
8. Fireman's Park - 203 W. Pearce Blvd., Wentzville, MO 63385
9. Bicentennial Park - 22 W Pearce Blvd., Wentzville, MO 63385
10. Wentzville Historical Caboose Park - East Main St., Wentzville, MO 63385
11. Green Lantern - 506 S. Linn Ave. Wentzville, MO 63385

Tree inventory shall be conducted in all park areas. In heavily wooded areas along walking trails and roadways, Firm should inventory any specimen trees and hazard trees only. Specimen trees should also be identified in heavily forested areas.

Collection Method - Collection method shall be a combination of Global Positioning System (GPS), Geographic Information System (GIS), and the arborist's field judgement. Pen-based computer collection is required. Firm considerations for use of these methods shall factor in best practices to increase speed of location, accuracy, and completion of project. Collection methodology shall be easily transferrable to city arborist and horticulturist for future updates after project completion.

Standard Tree Inventory Fields - The following shall be included in the inventory fields

1. Address/Location – locate by address, and GPS X&Y coordinates, and street if applicable.
2. Species – Identify by genus, species using botanical name, common name, and cultivar if applicable.
3. Tree Size – Diameter to the nearest inch in one inch (1") size classes at four and one half feet (4 ½') above the ground, or diameter a breast height (DBH) for two inch (2") caliber trees and above.
4. Stems – Indicate if tree is multi-stemmed splitting less than one foot (1') above ground level.

5. Condition – Indicate general condition of tree evaluated in accordance with the International Society of Arboriculture’s rating system: Excellent- 100%, Very Good – 90%, Good – 80%, Fair – 60%, Poor – 40%, Very Poor – 20%, Dead – 0%.
6. Primary Maintenance Needs – Based on ANSI A300 standard specifications
 - Removal
 - Tree Clean
 - Young Tree Train
 - Stump Removal
 - Plant Tree
7. Risk Assessment – Level 2 Qualitative risk assessment based on ANSI A300 (part 9) standards, in conjunction with the companion publication Best Management Practices: Tree Risk Assessment, Published by International Society of Arboriculture (2011).
8. Risk Rating – Indicate the risk for tree failure and impact on surrounding targets.
9. Level 3 Inspection Needed – Identify trees that need annual inspection for several years for potential decline.
10. Above Ground Utilities – Indicate presence and conflicts.
11. Additional Notes
12. Date of Survey
13. Additional Inventory Data Fields – Provide the following as an option
 - Insect and disease symptoms

Format for Data Deliverables - The final product shall be compatible with the City’s Geographic Information System (GIS). The City should receive a digital deliverable that is in an ESRI defined format (Shapefile, Personal or File Geodatabase). The coordinate system the City uses is Missouri State Plan East NAD 1983 Feet and the final deliverables should be projected in this coordinate system as well.

Task 2: Tree Management Plan - Firm shall provide a tree management plan that demonstrates a proactive approach for urban forest maintenance based on an analysis of tree inventory data. Plan shall include:

1. Tree Population Statistics
2. Arborist recommended maintenance and planting strategies
3. Annual budget based on tree inventory analysis for a 5-7 year maintenance schedule

Management Plan Sections - The following shall be included in the management plan.

1. Executive Summary should include the following:
 - Include current state of the urban forest
 - Recommended tree maintenance and planting needs
 - Provide recommended funding sources to implement findings of inventory
2. Urban Forest Benefits – State the benefits of urban forest including economic, environmental, and social.
3. Tree Inventory Analysis – Identify the inventoried area and discuss the tree population characteristics that affect management, including: species diversity, diameter size class distribution, general health, street right-of-way stocking level, and potential pest-related threats to trees. Trends, observations, and concerns noted during the inventory or identified during analysis of the data shall also be discussed in this section.
4. Tree Management Program – Detail the processes and activities that comprise a multi-year urban forest management program. Headings in this section include: risk assessment during the tree inventory; priority and proactive maintenance, including priority tree removal and pruning; routine tree pruning and young tree training pruning

cycles; inspections; tree planting; community outreach; and plan and inventory updates. The maintenance schedule, an editable Excel® spreadsheet provided in the Appendix, is also reviewed in this section. The complete maintenance schedule estimates the total costs for each tree maintenance activity based on approximate and local costs to perform similar work.

5. References, Glossary, and Appendix – The management plan shall include a list of reference materials, a glossary of terms used in the plan, and an appendix which includes: species recommended for future planting, regional and damaging invasive pests and diseases, and estimated costs for the five year tree management program.

Task 3: TreeKeeper® 7 Tree Management Software or approved equivalent - The Firm is to provide the following options for the TreeKeeper®7 Tree Management software.

1. Five year subscription to TreeKeeper®7 Tree Management. TreeKeeper®7 primary features shall include:
 - Tree Sites
 - Call Manager
 - Work Manager
 - Integrated Mapping Component
 - Reporting Capabilities
 - Data Tracking Capabilities
2. Software Training and Support – Firm to provide an on-site training seminar for 1-10 users. Training seminar is to concentrate on GIS basics, software capabilities, and introduce users to data/field/attribute input and querying.
3. Firm to provide one year of unlimited telephone support.

Alternate Bids

Firm shall provide the following as options for the Tree Management Plan.

Alternate Bid #1 - Ordinance/Policy Review/Creation

Alternate Bid #2 - Funding Analysis

Alternate Bid #3 - Public Relations Plan

Alternate Bid #4 - TreeKeeper 7 Mobile

Consultant Qualifications - Inventory staff should be International Society of Arboriculture Certified Arborist

1. Tree Risk Assessment Qualification through International Society of Arboriculture

Transition of Services - In the event of an early contract termination or at the end of the existing contract where a new Firm is awarded, the incumbent Firm shall facilitate the transition of services to the new Firm. Facilitation will include but is not limited to providing documentation of City systems, sharing the knowledge base of City systems, to ensure City personnel and services are not impacted by transition of services.

SECTION 5. OFFER AND SCHEDULE OF FEES

The undersigned has thoroughly examined the entire RFP, including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein.

FEE SCHEDULE

Task 1 – Tree Inventory	Description	Cost
GIS Based Park Tree Inventory	Inventory data collection of up to 2,000 existing trees within 330 acres of parks and/or along 175 street miles	\$ _____
	Additional inventory data collection above 2,000 trees at a unit rate	\$ _____/tree
Indicate software being used for the Tree Inventory Data		

Task 2 – Tree Management Plan	Description	Cost
Five (5) Year Management Plan	One printed color copy and one electric version on CD-ROM	\$ _____

Task 3 – Tree Management Software	Description	Cost
TreeKeeper 7 Tree Management Software	Software Name _____ Version _____	\$ _____
	One Year Subscription	\$ _____
	Three Year Subscription	\$ _____
	Five Year Subscription	\$ _____
Software Training	On-site for 1-10 users	\$ _____
	Web based Training	\$ _____

ALTERNATE BIDS

	Description	Cost
Alternate Bid #1	Ordinance/Policy Review/Creation	\$ _____
Alternate Bid #2	Funding Analysis	\$ _____
Alternate Bid #3	Public Relations Plan	\$ _____
Alternate Bid #4	TreeKeeper 7 Mobile	\$ _____/year

Date: _____

Legal Company Name: _____

Signature: _____

Name (Printed): _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone No.: _____

Fax: _____

Email address: _____

Federal Tax ID No.: _____

State in which Company is incorporated: _____

State Business/Charter Number: _____

SECTION 6. EVALUATION CRITERIA

The criteria used to select a Firm include the following factors:

- A. Responsiveness of the proposal. (10 points)
- B. Ability, capacity, and experience of the Firm to perform the services; qualifications of staff proposed for the project. (25 points)
- C. Firm's plan/processes, services to be provided, method of approach, and schedule (25 points)
- D. Price to provide the services requested. (30 points)
- E. Responses to the Firm's references. (10 points)

SECTION 7. SELECTION PROCESS

The City will review and evaluate the proposals based on the evaluation criteria in Section 6. Firms may be selected for interviews or questioned for clarification. However, the City may choose to proceed without interviewing any Firms.

The City of Wentzville hereby notifies all Firms that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SECTION 8: MISCELLANEOUS

- A. **Schedule:** The following schedule of events is anticipated by the City. The City may, at its' discretion, revise the schedule of events at any time as may be in the best interests of the City.

Publish the Request for Proposal	December 9, 2016
Deadline for Questions	December 16, 2016
City's Response to Questions	December 19, 2016
Proposals Due Date	December 29, 2016

- B. **Questions Regarding Scope of Work or Proposal Process:** To ensure fair consideration for all Firms, the City prohibits communication to or with any department, board members, or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a Firm to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between Firm and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a Firm may be grounds for disqualifying the offending Firm from consideration for award of the proposal and/or any future proposal(s).
- C. Any questions relative to interpretation of specifications or the proposal process shall be addressed to the City's Procurement Department (See Contact, Page 4) in writing

by the deadline specified in the RFP. No inquiries, if received after the deadline set for receipt of questions may be given any consideration.

- D. Addenda:** If it becomes necessary to revise or amend any part of this Request for Proposal, the Procurement Department will post the revision by written Addendum to the Request for Proposal on the City's website http://www.wentzvillemo.org/departments/procurement/current_bidding_opportunities.php. It is the Bidder's responsibility to check for any issued addendums prior to submitting their proposal.
- E.** This solicitation is a Request for Proposals therefore there is no public opening nor will the names of the Firms be read.
- F.** The City reserves the right, in its sole discretion, to reject any or all proposals, or portions thereof, to waive technicalities or deficiencies in any or all the proposals. The City of Wentzville reserves the right to cancel this RFP in part or in its entirety.
- G. City Seal, Flag and Logo:** In accordance with City of Wentzville Ordinance No. 2633, the City of Wentzville logo is a registered trademark. The City logo is not to be used in bid submissions or advertisements. The Firm agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent of the Board of Aldermen of the City.
- H. Non-Discrimination:** The Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Firm shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. The Firm shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this anticipated contract. A breach of this provision may be grounds for Contract termination.



TREE INVENTORY SERVICE AGREEMENT #16-594

THIS AGREEMENT (this “Agreement”), is made and entered into as of this ____ day of _____, 2017, by and between _____, a _____ having a principal office at _____ (the “Firm”), and the City of Wentzville, a Missouri municipal corporation located in St. Charles County (the “City”). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

RECITALS

A. In response to RFP #16-594 of the City requesting proposals for **TREE INVENTORY SERVICE**, the Firm has submitted a certain Proposal in accordance with the Proposed Documents to perform the Services.

B. After due consideration, the City has accepted the Proposal of the Firm and the parties hereto desire to enter into this Agreement whereby the Firm shall undertake the performance of the Services in accordance with the Contract Documents and the City shall pay the Firm as hereinafter specified.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Firm hereby agree as follows:

1. **Contract Documents:** This Agreement shall consist of: (i) RFP #16-594 including, without limitation:
 - a. Request for Proposals
 - b. Firm’s Proposal and Schedule of Fees
 - c. Affidavit of Non-Collusion
 - d. Executed Agreement
 - e. Affidavit of Participation in Federal Work Authorization Program Form
 - f. E-Verify with Electronic Signatures
 - g. Terms and Conditions
 - h. Scope of Services
 - i. Certificate of Insurance (Submitted by Firm)
 - j. Notice of Award (issued by City)
 - k. Notice to Proceed (issued by City)

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of bid proposals, any duly-issued Modifications, and all other documents contained or specified within the specifications, details or job special provisions, as such may be on file in the office of the Procurement Department and Office of the City Clerk of Wentzville, Missouri (all of the foregoing collectively referred to as the “Contract Documents” are hereby incorporated in this Agreement by reference). When any

provision(s) of the contract documents conflict, the provision(s) most advantageous to the City shall govern.

2. **Term:** The term of this contract shall be date of award through (June 30, 2017) completion of services.
3. **Scope of Services:** Services to include all services set forth in the Scope of Services, Section 5 of the Request for Proposal (the "Services").

Except as expressly specified herein, Firm hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the services which are particularly described as set forth in the Scope of Services, Section 5 of the Request for Proposal. All Services shall be in conformance with all applicable policies of the City and laws of Missouri applicable to 4th class cities, all federal laws and requirements and all rules and regulations thereunder, and the generally accepted standard of care.

The above described Services shall be provided by the Firm in accordance with all the provisions of this Agreement, City policies and attached City of Wentzville General Conditions for the Services, attached to the Request for Proposal and incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

4. **Compensation:** The City hereby agrees to pay the Firm, as full compensation for the complete and satisfactory performance of this Agreement:
Such amount as is set forth in the attached Offer and Schedule of Fees as submitted by Firm that is incorporated herein in its entirety and subject to any such limits as established herein or therein and in approving authorization by the City.
5. **Time and Manner of Payments:** All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Services. Payment Terms are net 30 days. Remit Address is City of Wentzville, Accounts Payable, 5 W. Pearce Blvd., Wentzville, MO 63385.
6. **Attorney Fees' and Costs:** The Firm shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Firm's breach of the Agreement, the Firm's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.
7. **Other Representations, Warranties and Other Covenants by the Firm:** The Firm represents and warrants that the Firm has been engaged in such work as is required for the Services and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Firm has sufficient expertise, knowledge, information and data, and engages sufficient personnel to perform the Firm's obligations under this Agreement. The Firm further represents and warrants that the Firm is an equal opportunity employer. The Firm agrees that the Firm shall not use in any form or medium the name of the City for any advertising unless the Firm receives the prior written consent of the City.

8. **Amendment; Waiver:** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.
9. **Firm's Liability Insurance:** The Firm shall obtain and maintain during the term of the Project and the Agreement, the insurance coverage's at least equal to the coverage's set forth in this paragraph 9, and as further provided in the Terms and Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverage's shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverage's are included in the Bid Amount and no additional payment will be made therefor by the City:

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$1,000,000 per occurrence \$2,735,000 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$1,000,000 per occurrence
Employer's Liability	\$1,000,000 bodily injury by accident (each accident) \$1,000,000 bodily injury by disease (each employee) \$1,000,000 bodily injury policy limit
Professional Liability - Errors and Omissions	\$1,000,000 per claim

In addition, the Firm and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

Policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to Firm commencing the services as outlined in the Request for Proposals. The certificates must state, "The City of Wentzville is an additional insured", on a primary and non-contributory basis. Certificate Holder shall be listed as "City of Wentzville, Attention City Clerk, 310 W Pearce Blvd., Wentzville, MO 63385." The certificate shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City.

The City may waive any insurance coverage's or amounts required by this paragraph 9 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

10. **Termination:** The City shall have the right to terminate this Agreement at any time for any reason by giving the Firm written notice to such effect. The City shall pay to the

Firm in full satisfaction and discharge of all amounts owing to the Firm under this Agreement an amount equal to the cost of all Services performed by the Firm up to such termination date, less all amounts previously paid to the Firm on account of this Agreement Price. The Firm shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Firm for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

11. **Severability:** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

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

FIRM NAME

CITY OF WENTZVILLE, MISSOURI

Signature

Signature

Name & Title

Name & Title

Address

Date

Date

TERMS AND CONDITIONS

Independent Firm: The Firm shall be and operate as an independent Firm in the performance of this Agreement. The Firm shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Firm shall be employees of said Firm and not employees of the City in any respect.

Compliance with Laws: The Firm shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Services, the Firm shall notify the City of the nature and impact of such conflict.

Subcontracts: The Firm shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City, except as provided herein. In the event Firm utilizes a subcontractor, the Firm shall ensure that any agreement between Firm and such subcontractor complies with all requirement imposed for such agreement by federal, state, and local law. In addition, this Agreement shall not be assigned by the Firm.

If the Firm submits invoices to the City which include payments to be made on account of work performed by a subcontractor, such payments shall be conditioned upon submission by the Firm of waiver of liens, or such other documents satisfactory to the City to protect the City's title to land, buildings, or improvements or to otherwise protect the City's interest. By submitting an invoice to the City, the Firm warrants and guarantees that title to all land, buildings or improvements which may be subject to a lien under 429.015 RSMo., upon the receipt of such payment by the Firm, will not be subject to a lien under 429.015 RSMo.

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

No Aldermen, officer, administrator, director, board member, or employee of the City shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement. The Firm shall look solely to the City for the satisfaction of any claims the Firm may have arising under this Agreement.

Insurance: The Firm shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the

amounts specified by the City in the request for proposals, if any, otherwise in the amounts required by the City, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., as amended, applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Firm shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions unless otherwise approved by the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Firm's services, as determined by the City, shall be named as additional insured on a primary and non-contributory basis, with duty of defense on all insurance policies required hereunder.

Nondisclosure/Confidentiality: The Firm agrees that it will preserve the confidentiality of all City data and account information and will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

Changes: No change in this Agreement shall be made except in writing prior to the change in Services or terms being performed. The Firm shall make any and all changes in the Services without invalidating this Agreement when specifically ordered to do so in writing by the City. The Firm, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and the Firm shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Firm, upon written notice from the City, to immediately proceed with such alteration or change, and the Firm shall be compensated the reasonable value of such Services. **No work or change shall be undertaken or compensated for without prior written authorization from the City and shall be subject to any required approval from state or federal departments or agencies.**

Multi-year contracts; Non-appropriation: Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "**Event of Non-appropriation**"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

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

Other Firms: The City reserves the right to employ other Firms in connection with the Services.

Request for Proposals: If the City issued a request for proposals in connection with the Services, such request for proposals and the proposal of the Firm in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Firm/Services Agreement or proposal of the Firm, the requirements of the City's Request for Proposal and this executed Firm/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement.

Work Records and Work Product: The Firm shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Firm created in performance of or relating to this Agreement. The Firm agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. Upon termination of this Agreement, the Firm shall promptly deliver to City any documents, and work product, whether printed or electronic.

Personnel: The Services shall be performed exclusively by the personnel of the Firm identified in the Firm's proposal and no other personnel of the Firm shall perform any of the Services without the express written approval of the City.

Compliance with State Immigration Statutes: As a condition for the award of this Agreement, the Firm shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Firm shall also sign an (Affidavit of Participation in Federal Work Authorization Program) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. The Firm shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Representations: The Firm agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree this Agreement represents the entire agreement between the parties.

Governing/Choice of Law; Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and shall be deemed to be executed and performed in the County of St. Charles, Missouri. Any legal action arising out of, or relating to this Agreement, shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Charles, Missouri or the U.S. District Court for the Eastern District of Missouri.

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

Presented as example; not required with proposal

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now _____ as _____ first being duly sworn, on my
(Name) (office held)
oath, affirm _____ is enrolled and will continue to participate in a federal
(company name)
work authorization program in respect to employees that will work in connection with the
contracted services related to the services being provided to the City of Wentzville for
the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised
Statutes of Missouri. I also affirm that _____ does not and will not
(company name)
knowingly employ a person who is an unauthorized alien in connection with the
contracted services for the duration of the contract, if awarded.

Attached to this affidavit is documentation of _____'s
(company name)
participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIAPTES IN FEDERAL
WORK AUTHORIZATION PROGRAM)**

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

_____ Signature (person with authority)	_____ Printed Name
_____ Title	_____ Date

State of Missouri)
) ss.
County of _____)

Subscribed and sworn to before me this _____ day of _____, 2016.

My commission expires: _____ Notary Public

Presented as information; not required with proposal

PROOF OF E-VERIFICATION WITH U.S. DEPARTMENT OF HOMELAND SECURITY

Electronic Signature Page