



Request for Qualifications

ON-CALL CITY INSPECTION SERVICES

Local Project Number: OC-2025-02

City of Mission, Kansas

Issue Date: October 8, 2024

Qualifications Due: Wednesday, November 6, 2024
2:00 p.m.

Section 1. Background and Overview

The City of Mission, with a population around 10,000, is where the heart of Johnson County intersects with the cool of Kansas City – an authentic, thriving crossroads where residents, business and visitors from all walks of life come together. The city maintains 86 lane-miles of surface streets, including sections of major thoroughfares such as Johnson Drive, Lamar Avenue, and Nall Avenue. Other major State (KDOT) highways transect the City (I-35, Shawnee Mission Pkwy US-56 and Metcalf Avenue). Additionally, the City is responsible for the maintenance of stormwater infrastructure, signs, streetlights and close to half the traffic signals within the city limits. More information can be found online at the City's website, <http://missionks.org/>.

The City of Mission is seeking qualified and competent consultants to provide On-Call Inspection Services as necessary for locally and federally funded Capital Improvement Projects as well as other projects within the city. The City is seeking multiple firms whose combination of experience and expertise will provide timely, professional services. The number of consulting firms selected will be determined by the City after the RFQ process is completed. The City intends for the RFQ process to result in the execution of Master Services Agreements (MSAs) and Task Orders (TOs) between the City and the selected firms. A sample is attached for reference. The consulting firms must comply with all applicable ordinances, state, federal, and local laws and the terms and conditions of the contract agreement. As future needs are identified, a scope of work will be prepared, and task orders will be assigned based primarily on a rotational basis but may request resumes and assign work on the most qualified basis as the need arises. The City will attempt to assign task orders on an equal cumulative valuation basis.

Typical types of projects may include the following:

- Right-of-Way permit projects.
- Street construction/reconstruction/overlay/sealing.
- Stormwater installation and rehabilitation.
- New subdivision construction.
- Bridge construction projects.
- Creek Channel repair or rehabilitation.

Construction costs range from \$1,000 (residential right-of-way permit) to \$15,000,000 (Street rehabilitation/stormwater projects) the typical number of project working days may range from 1 week to over a year. There are no limitations as to the dollar value of the task order or duration of the project that will be assigned.

Additional services and supporting personnel can be listed above and beyond the services listed above to support potential city services or projects.

Section 2. Scope of Work

Depending on specific project needs and City preference, consultant shall provide a resident construction inspector (typical projects) or resident engineer (when explicitly requested).

The City of Mission is seeking a highly qualified construction inspection firm, having proven records of successful performance working on public works projects. The firm and construction inspectors should be knowledgeable of the City of Mission's Standard Construction Details(

currently the city uses Overland Park's standards and details) and KDOT procedures and requirements.

All personnel shall be knowledgeable of and comply with all applicable local State, and federal regulations; cooperate and consult with City staff during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications.

The Consultant must be able to provide personnel having the following qualifications and experience:

- Project Manager (1) – Registered Engineer responsible for contract administration and the oversight and supervision of consultant's staff.
- Resident Engineer (1) – Registered Engineer that could provide RE services if requested (may be the same person as the project manager).
- Construction Inspector (1+) – Experience in projects similar in size and scope of typical public works projects.

It is desirable that the Construction Inspector and Resident Engineer have satisfactorily worked together as a team on municipal projects of similar scope, magnitude, and complexity within the last five years.

The Resident Engineer and Construction Inspectors must be employees of the Consultant. The sub consultant's resume's should be included in the proposal (but are not required to be deemed responsive).

MATERIALS AND SERVICES TO BE PROVIDED BY CONSULTANT

- Consultant shall provide all necessary safety equipment required for their personnel to perform their work efficiently and safely.
- Consultant shall provide their staff with appropriate vehicles, cellular phones, smart levels, digital cameras, and other equipment suitable for the location and nature of work involved.

A scope of services that may be required for future projects is provided below:

Task 1 – Pre-construction Services:

- Review contract plans, specifications, permits, agreements, and environmental documents.
- Prepare project instructions and establish proposed contract administration and record keeping procedures to be used during construction for review and approval by the City.
- Attend meetings with the City and design consultant (if applicable) to discuss design features. The intent of this meeting is to answer questions from the Construction Inspector, meet key staff, and review contract administration procedures.
- Prepare for and conduct a pre-construction conference with the Contractor awarded the construction contract.

Task 2 – Construction Inspector and Resident Engineer Services”

This task may include project management, construction administration, project inspection, and scheduling and overseeing materials testing during construction. Services may include the

following:

Project Coordination and Correspondence

- Serve as a focal point for coordination among the contractors, the design engineer, the City, other agencies, and utility companies.
- Receive all Contractor correspondence and prepare and transmit responses. Coordinate with applicable parties, as required to develop responses.
- Conduct weekly, or as necessary, construction contract coordination meetings with the Contractor. Take minutes and distribute to parties designated in the project instructions.
- Maintain contract files in a systematic and orderly manner, in accordance with KDOT and federal requirements if necessary.

Schedule Management, Progress Meetings, and Reports

- Review Contractor's planned critical path schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities.
- Reviews work progress as compared to the planned schedule and notify Contractor of schedule slippage. Analyze schedule to determine impact of weather and change orders. Obtain from Contractor updates of construction schedule incorporating actual progress, weather delays, and change order impacts. Negotiate time extensions due to change orders, weather, and other delays.
- Prepare and submit a monthly progress report to the City describing key issues, cost status, and schedule status.
- Prepare and submit a monthly progress report to the City describing key issues, cost status, and schedule status.

Payment Recommendations

- Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
- Review and approve monthly progress payment requests; negotiate differences over amount, and process payments through the City.

Submittals Management

- Receive, stamp, and log submittals and shop drawings, and review and approve/distribute for review as necessary.
- Monitor the review and return of submittals to Contractor.
- Develop a submittal distribution list to identify parties responsible for review and acceptance.

Requests for Information (RFI)

- Received, process, and monitor requests for information from Contractor.
- Prepare responses to RFI related to construction issues.
- Transmit design-related RFI's to design engineer (if applicable) and copy City Project Manager.
- Conduct meetings with Contractor and other parties as needed to discuss and resolve RFI's.

Change Orders

- Prepare change orders related to construction issues based on drawings, specifications, and other design information from design engineer (if applicable) and the City.
- Prepare recommendations to accompany change order documents and forward to the City for review and approval.

Construction Inspection Services

- Provide inspectors for day-to-day on-the-job inspection of work and ensure provisions of the contract documents are being fulfilled.
- Prepare daily inspection reports documenting observed construction activities.
- Take progress photographs and bind and label them.
- Coordinate and conduct final inspection and prepare punch lists.
- Assist with equipment testing and startup and other matters relating to construction of the project.
- Conduct interviews with contractor employees and submit interviews to the City.
- Assist with monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete.

Quality Assurance Testing and Independent Assurance Testing

- Schedule quality assurance materials sampling and testing to verify compliance of the work in conformance with the contract documents and maintain testing records.
- Review test reports other than field samplings, as submitted by others to substantiate contract compliance.

Changes and Claims Management

- Perform change order administration, including obtaining City approval of change order requests, issuing proposed change orders to Contractor, maintaining logs of proposed change orders, receiving change order quotations from Contractor, negotiating change order costs and time extension, processing final negotiated change orders, and incorporating approved change orders into progress payment breakdown.
- Analyze additional compensation claims that are submitted during the construction period and prepare responses.
- Perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status.

Task 3 – Post Construction Services

- The post construction services task is part of the project closeout.
- This task will consolidate punch lists of remaining work and obtain record drawing information.
- Recommend final acceptance of the project; sign and facilitate the processing of the Inspection Completion Report.
- Consultant may be requested to conduct construction debrief meetings, and to suggest areas of improvement related to project delivery process of the construction phase.
- Provide marked up as-builts to the design consultant for final preparation of as-builts.

Section 3. Rights of Review

This Request for Qualifications (RFQ) is an invitation by the City for interested firms to submit qualifications, which may be subject to subsequent discussions. It is not a request for a competitive bid. A firm's submittal of qualifications does not create any right in or expectation to a contract with the City.

The City reserves the right to reject any and all responses to this Request. Materials submitted in

response to this Request shall become the property of the City and will not be returned. The City is not providing any compensation for submission of a response to this request.

Section 4. Contract Execution

The firm(s) chosen will be required to enter into a Master Service Agreement with the City of Mission for the proposed work prior to commencement of any work. The consulting firms must comply with all applicable ordinances, state, federal, and local laws and the terms and conditions of the contract agreement. The firm chosen will also be required to provide a certificate of insurance demonstrating compliance with the minimum insurance requirements.

The firm shall indemnify and hold harmless the City, its officers and employees from any and all liability, loss or damage, including attorney fees and costs of defenses, the City may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker’s compensation claims, in any way resulting from or arising out of the operations of the firm under this contract; and, at his/her own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in any such action, the firm shall, at his/her own expense, satisfy and discharge same. Insurance coverage shall be maintained in the following amounts:

<u>Type of Insurance</u>	<u>Limit/Ea. Occurrence</u>	<u>Limit/Aggregate</u>
General Liability		
• Bodily Injury	\$1,000,000	\$2,000,000
• Property Damage	\$1,000,000	\$2,000,000
• Contractual Insurance	\$1,000,000	\$2,000,000
Professional Liability	\$1,000,000	\$1,000,000
Automobile Liability		
• Bodily Injury	\$1,000,000	\$1,000,000
• Property Damage	\$1,000,000	\$1,000,000
Worker’s Compensation		
• Employee Claims	Statutory for Kansas	
• Employer’s Liability	\$1,000,000 per accident	
	\$1,000,000 disease – policy limit	
	\$1,000,000 disease – each employee	

Workers’ Compensation policies should include a “Waiver of Subrogation” in favor of the City of Mission. All insurance carriers should carry a minimum rating of A- X (rated by A.M. Best).

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. If the City and firm are unable to agree upon the contract, the City reserves the right to discontinue negotiations, select another firm or reject proposals. Upon completion of negotiations acceptable to the City and the firm, a contract shall be executed.

Section 5. Instructions for Proposal documents

Note: No costs shall be contained in the technical proposal.

The main text of consultant's technical proposal must not exceed thirty (30) single-sided pages (including cover sheets, indexes, etc.) to address the topics listed. Describe processes and procedures proposed by consultant to meet the project completion deadline listed above. Describe processes and procedures, including best practices, that will be used to perform the tasks and produce the deliverables described above under "Request for Proposal (Technical)". Include in the technical proposal items such as:

- A letter of interest listing a single point of contact for the responding firm including the following information:
 - Provide firm name, year established, address, telephone number, email address, and contact person. Briefly describe your firm's operating history.
 - Describe your interest in this Project and the unique advantage your firm and team bring.
 - Acknowledgement of any RFQ Addenda (if any) posted on the Drexel Tech Plan Room.

- Organization of Consultant Team:
 - Provide an organizational chart which clearly identifies the key members of the firm, relevant disciplines, and names of specific staff, including their titles and relevant certifications.
 - Clearly identify the project manager and describe how services and project(s) will be successfully managed. Also, describe how quality will be controlled and ensured across
 - Provide resumes detailing professional qualifications of key management and staff personnel. Please do not list firm staff that will not be directly working potential City projects.

- Qualifications and Experience:
 - Provide similar 3 to 5 examples of similar municipal projects, either currently in progress or having been completed in the past five (5) years. Each of the project summaries will include the following:
 - Descriptions of similar municipal projects including size and scope.
 - Initial project budget and final project cost.
 - Date and times project services were performed.
 - Owner's representative having knowledge of the firm's work, include contact information for reference check.
 - Description of services rendered by the firm and the degree of involvement.
 - Key staff involved including their assigned responsibilities.
 - Experience should demonstrate the ability to perform similar work with municipalities of similar size and complexity.

Four (4) hard copies and one (1) electronic copy of the technical proposal is due on or before 2:00PM on November 6, 2024 and to be delivered by mail or in person to the address below.

City of Mission Public Works - Project # OC-2025-02
Attn: Stephanie Boyce
4775 Lamar Ave
Mission, KS 66202

Questions regarding this RFQ must be submitted in writing to Stephanie Boyce via e-mail at sboyce@missionks.org. Questions and all responses will be shared with other respondents through an addendum. Telephone inquiries will not be accepted.

Following the review of the Proposals by the City, firms may be contacted for additional information or to set up an interview.

Section 6. General evaluation criteria

This Request for Qualifications is only a solicitation for information. The City is not obligated to enter into a contract nor is it responsible for any costs associated with the preparation of proposals.

Proposals received after the deadline will be disqualified from consideration. The City reserves the right to reject any and all proposals and to interview firms, which in the City's judgment, will best meet City needs.

The firm(s) will be selected through a qualifications-based selections process. The City expects to award a 36-month contract with an option to extend the agreement for an additional 24-month period to the best qualified firm(s) based on the requirements in this solicitation. As part of the evaluation process, the City reserves the right to request additional information and/or interview any or all the firms. A selection committee comprised of City staff will review the proposal packages. All proposals will be evaluated based on the following criteria:

Factors for evaluation and weight:

1. Letter of Interest (10 pts)
2. Organization and team (30 pts)
3. Qualifications and Experience (30 pts)
4. A demonstrated understanding of the requirements of this project (20 pts)
5. Completeness of proposal (10 pts)

Firms that submit RFQs will be notified of the selection results. The City anticipates an initial approval of the selected firm(s) in December 2024.

Section 7. Schedule and Deadline

Evaluation and ranking of qualification shall take place on or about the week of November 11, 2024 after which all firms that submitted letters of interest may be invited for an interview the week of November 18, 2024.

Proposed Schedule

Action	Date
RFQ Issue Date	October 8, 2024
Questions Due	October 23, 2024
Addendum Issue	October 30, 2024
Qualifications Due	November 6, 2024
Review of Qualifications	November 11, 2024
Interviews (if needed)	Week of November 18, 2024
Council Award	December 18, 2024

Thank you for your interest in working with the City of Mission.

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between City of Mission, Kansas (Owner) and _____(Consultant), for the following reasons:

1. Owner intends to require professional inspection services for various traffic, development, and Capital Improvements Projects throughout the City (the Project); and,
2. Owner requires inspection services for projects including but not limited right-of-way permit projects, street construction, reconstruction, overlay, sealings, stormwater installation and rehabilitation, subdivision development and construction, bridge construction projects, creel channel repairs and rehabilitation, and general professional inspection services associated with the City's improvement projects (the Services);. and,
3. Consultant is prepared to provide the services. In consideration of the promises contained in this Agreement, Owner and Consultant agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____ of _____. The agreement shall be for a period of 36-months with an option to extend the agreement for an additional 24-month period.

ARTICLE 2 - TASK ORDERS

Task Orders shall be used to describe the parties' mutual agreement on the Scope of the Services, schedule, compensation, and other particulars as stated therein. Task Orders shall be in the general form shown in attached Exhibit "A." Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

Consultant shall provide the Services described in Section A (Scope of Services) of each Task Order.

ARTICLE 4 - SCHEDULE

Consultant shall exercise its reasonable efforts to perform those Services within the time frame set forth in Section B (Schedule) of each Task Order.

ARTICLE 5 - COMPENSATION

Owners shall pay CONSULTANT in accordance with Section C (Compensation) of each Task Order. Notwithstanding anything to the contrary in this Agreement or any Task Order, should the Services under this Agreement include products or services that are commercially priced by CONSULTANT, such amounts shall be invoiced to Owner in accordance with the Schedule of Fees offered by CONSULTANT and are not subject to audit on the basis of costs incurred.

CONSULTANT shall periodically invoice Owner for Services rendered. Invoices shall be due and Payable upon receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. Owner shall pay CONSULTANT's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Section D (Owner's Responsibilities), of each Task Order. In addition, Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONSULTANT:

(a) Place at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by CONSULTANT to perform its Services.

b) Give prompt written notice to CONSULTANT whenever Owner becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or any defect in the Services of CONSULTANT.

(c) Advise CONSULTANT of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Owner hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by Owner to CONSULTANT. Owner hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. Owner represents that CONSULTANT's use of such documents will not infringe upon any third parties' rights. CONSULTANT shall provide prompt, written notice to the City if CONSULTANT becomes aware of any errors, omissions or inconsistencies in any provided information/data.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and CONSULTANT's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and CONSULTANT agree to allocate and limit such liabilities in accordance with this Article.

Indemnification. CONSULTANT and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts,

errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the term of this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance (Owned and non-owned autos), with a combined single limit of \$1,000,000 per occurrence.
- (c) Workers' Compensation and Employers Liability Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$100,000/\$500,000.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall be added as an additional insured under policies listed under (a) and (b) above. Owner shall require all Project contractors to include Owner, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees as additional insured's on their General and Automobile Liability insurance policies, and to indemnify both Owner and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for:

- (a) Construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project;
- (b) The failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes, or
- (c) Procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in a Task Order.

In the event the Owner requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that would:

- (a) Unreasonably increase CONSULTANT's legal or contractual obligations or risks;
- (b) Require knowledge, services or responsibilities beyond the scope of this Agreement; or
- (c) Result in CONSULTANT having to certify, guarantee or warrant the existence of conditions

whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT's opinion of probable costs and of Project schedules, shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT's cost estimates or that actual schedules will not vary

·from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to CONSULTANT. Owner shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by Owner and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT's compensation and the Project schedule.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a

whole.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor CONSULTANT shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots., and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or CONSULTANT under this Agreement or any Task Order. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

Owner: Ms. Stephanie Boyce, City of Mission, Kansas, 6090 Woodson, Mission, Kansas 66202.

CONSULTANT: Name, address, City, State, Zip Code

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between Owner and CONSULTANT arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third-party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions

of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either Owner or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Exhibit "A" (incorporated by this reference), and subsequently issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between Owner and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

Owner and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither Owner nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without Owner's consent.

Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and CONSULTANT.

ARTICLE 25 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, Owner and CONSULTANT have executed this Agreement.

City of Mission, Kansas (Owner)

By: _____
Name: _____
Title: _____
Date: _____

(CONSULTANT)

By: _____
Name: _____
Title: _____
Date: _____

Exhibit "A" -Task Order
TASK ORDER NUMBER

This Task Order is made as of this ____ day of _____ 20____ ; under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated _____ (the Agreement), between the City of Mission, Kansas (Owner) and _____ (CONSULTANT). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

(Insert a brief description of the Project elements to which the Task Order Applies)

SECTION A. - SCOPE OF SERVICES

A.1. CONSULTANT shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner:

A.3. In conjunction with the performance of the foregoing Services, CONSULTANT shall provide the following submittals/deliverables (Documents) to OWNER:

SECTION B. - SCHEDULE

CONSULTANT shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to CONSULTANT the estimated amount of \$_____ payable according to the following terms:

Client shall pay to CONSULTANT for the performance of the Basic Services the actual time of personnel performing such Services Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in Item C.2. CONSULTANT's Services will be provided on a time and expense basis, estimated not to exceed \$_____. CONSULTANT shall submit invoices on a monthly basis, are due upon presentation and shall be considered past

due if not paid within 30 calendar days of the due date.

C.2. Owner shall pay to CONSULTANT in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the Schedule of Fees will be presented to the Owner annually for annually.

C.3. Compensation for Additional Services (if any) shall be paid by Owner to CONSULTANT according to the following terms:

SECTION D. - OWNER'S RESPONSIBILITIES

Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of CONSULTANT. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

SECTION E. - OTHER PROVISIONS

The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF, the Owner and CONSULTANT have executed this task order.

City of Mission, Kansas (Owner)

By: _____
Name: _____
Title: _____
Date: _____

(CONSULTANT)

By: _____
Name: _____
Title: _____
Date: _____

Exhibit B
Schedule of Fees

SAMPLE