



CITY OF EXCELSIOR SPRINGS – REQUEST FOR PROPOSALS

Historic Preservation Plan Isley Neighborhood

Posted: 10/15/2025

Bid Opening: 11/05/2025

CITY OF EXCELSIOR SPRINGS REQUEST FOR PROPOSALS

Historic Preservation Plan for the Isley Neighborhood

PUBLIC NOTICE

The City of Excelsior Springs, Missouri is seeking a qualified preservation professional or firm with experience creating a preservation plan to develop a Historic Preservation Plan for the Isley Neighborhood. This project is funded in part with a grant from the Historic Preservation Fund administered through the National Park Service and the Missouri State Historic Preservation Office. Applicants shall provide a complete bid packet and all the necessary attachments in a sealed bid.

Sealed bids for the Isley Neighborhood Historic Preservation Plan Project will be received by the City Manager's Executive Secretary at Excelsior Springs City Hall, 201 E. Broadway, Excelsior Springs, Missouri 64024 until 2:00 p.m., on November 5, 2025, and then publicly opened and read aloud.

Bid and Contract Documents may be obtained at Excelsior Springs City Hall, or on the City of Excelsior Springs' website, www.cityofesmo.com. The City reserves the right to waive any informality or to reject any or all bids.

All questions should be submitted in writing to Mallory Brown, Community Development Director at mbrown@excelsiorsprings.gov.

Objective and Purpose

The City of Excelsior Springs is seeking a qualified preservation professional or firm with experience in creating a preservation plan to develop a Historic Preservation Plan for the Isley Neighborhood.

Submission and Proposal

Sealed bids for the Isley Neighborhood Historic Preservation Plan Project will be received by the City Manager's Executive Secretary at Excelsior Springs City Hall, 201 E. Broadway, Excelsior Springs, Missouri 64024 until 2:00 p.m., on November 5, 2025, and then publicly opened and read aloud.

All questions should be submitted in writing to Mallory Brown, Community Development Director at mbrown@excelsiorsprings.gov.

Project Background

The Isley Neighborhood, located south of the downtown area, is one of Excelsior Springs' historic residential neighborhoods, developed primarily between the 1890s and 1930s. It was named for the Isley family, early residents and property owners who contributed to the area's growth.

The neighborhood features a diverse mix of architectural styles, including:

- Queen Anne and Folk Victorian homes from the early years,
- Craftsman Bungalows from the 1910s–1920s,
- and some Colonial Revival and Minimal Traditional houses built through the 1940s.

Because the neighborhood developed during the city's mineral-water boom, many residents were business owners, spa employees, or professionals tied to the resort economy.

Developing a Preservation Plan for the Isley Neighborhood will help the City of Excelsior Springs protect its historic character, guide reinvestment, and strengthen community identity. The plan will provide clear direction for managing change and support neighborhood revitalization. By documenting and preserving the area's historic homes and architectural styles, the plan will reinforce broader community goals to celebrate heritage, enhance livability, and promote long-term neighborhood stability.

Map of the Isley Neighborhood location included in Attachment C.

Funding

This project is funded in part with a grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior, of the U.S. Government and Missouri Department of Natural Resources, State Historic Preservation Office. The chosen consultant

must be able to comply with the requirements of the grant when creating the preservation plan.

As a recipient of a federal subaward, City of Excelsior Springs is subject to the requirements of 2 CFR 200.1 “Subaward”, 200.101 “Applicability”, and 200.331 “Requirements for pass-through entities.”

The procedures and requirements of the grant are subject to applicable laws and regulations, and any changes made to these laws and regulations. The provisions included as part of the City’s grant agreement shall also be applied by the State to subgrantees and contractors performing work under this program.

The full grant agreement is attached to the RFP in Exhibit A

Scope of Work

The hired Consultant acting on behalf of the city shall create a Preservation Plan for the Isley Neighborhood. The Preservation Plan shall identify, through a public forum, the preservation goals of the city. The preservation plans for other historic districts and the [*Secretary of the Interiors Standards and Guidelines for Preservation Planning*](#) should be reviewed to understand how they express and illustrate preservation concepts. The preservation plan shall be clear and concise. It shall be user-friendly for the commission, staff, and the public, and produced in such a way that it can be easily accessed and shared with the public.

The Preservation plan shall contain sections including but not limited to the following:

1. an introduction that explains the purpose of the plan and a brief history of Excelsior Springs, including an overview of the preservation efforts that have taken place in the city’s history and the benefits of historic preservation in the Isley Neighborhood;
2. a review of existing historic preservation ordinances and recommendations for their future development;
3. a clear and concise articulation of the Isley Neighborhood’s long-range vision for historic preservation;
4. the goals, objectives, and implementation strategies for historic preservation;
5. a section that identifies areas that have already been surveyed and prioritizes areas for future research and survey;

6. a map showing the geographic area and contributing status of historic properties within the city limits including those that are National Register of Historic Places listed properties and any locally designated Landmarks and Historic Districts;

7. an appendix referencing relevant terms and definitions, ordinances or other legislation, policy, and survey information as appropriate.

Drafts of the new Preservation Plan at approximately 30% and 70% will be required to be submitted to the SHPO for review, comment, and approval. The definitions of 30% and 70% will be determined in consultation between the consultant, the city, and the SHPO. They shall include as much visual data as is practicable to demonstrate the various recommendations, including maps, photographs, and/or other graphics.

At least one month prior to submitting each version (30%, 70% & 100%) of the new Preservation Plan to SHPO, the consultant shall make a presentation to the Historic Preservation Commission with the general public invited. During these presentations, the consultant will actively solicit ideas to incorporate into the new Preservation Plan and address questions from attendees. For each presentation, the consultant shall provide adequate notice to be placed on the Historic Preservation Commission agenda, allowing the city to post notice to the public for at least two weeks. A sign-in sheet will be required to be kept and provided to the SHPO for each presentation.

Project Timeline

The hired consultant must be able to adhere to the milestone requirements set forth in the grant agreement for the project, unless otherwise approved by the State Historic Preservation Office. The timeline for the project as it relates to the consultant is as listed below:

1.	Copy of signed consultant contract	
2.	An email documenting the discussion between the consultant, City of Excelsior Springs, and the HPF Grants Manager or their designee	1/30/2026
3.	Documentation of the first public meeting; First Draft of the Preservation Plan (30% Completion)	3/27/2026
4.	Second Draft of the Preservation Plan (70% Completion); Documentation of the second public meeting	5/29/2026
5.	Final Draft of the Preservation Plan; Documentation of the third and final public meeting	7/31/2026

The complete milestone requirements for the grant are attached hereto within the grant agreement attached in Attachment A.

Submission Requirements

1. Itemized quote for scope of work listed above.
2. Statement of Qualifications, including
 - a. Business/professional information including point of contact
 - i. Provide a point of contact for the project if selected including a name, phone number, address, and email.
 - b. Plan of approach
 - i. Provide a brief statement about your understanding of the project and a description of the different major phases and/or tasks for the project. Feel free to include unique skills, abilities, technologies, or assets that the firm possesses that will benefit the project outcome.
 - c. Experience
 - i. Provide a resume for the project team and/or individuals that will be assigned to the project and their qualifications.
 - ii. Provide examples of other similar preservation plans or planning projects you have completed for at least two projects.
3. Completion of Work Authorization Affidavit.
4. Completed information and signature page with references.

Selection Criteria

The primary criteria for selection shall be price and qualifications. However, the City shall also consider other factors such as estimated time of completion, experience, and other characteristics of or facts about the contractor that the City determines is relevant. All submissions shall be reviewed by City staff, which will recommend a submission to the City Council for consideration.

The City reserves the right to award the contract by sections, to accept or reject any and all bids, to waive any technicalities or irregularities therein, to negotiate further with the selected bidder, to determine in its sole discretion the lowest and best bidder, and to award the contract on such basis. Any bid may be withdrawn at the request of the bidder for return of the bid packet submitted by filing a written request with the Executive Secretary prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof without forfeiture of the Bid Security, if applicable.

If the City rejects all Bids, the City may: (1) re-advertise or re-solicit Bids following the City's normal bidding procedure; or (2) use an expedited Bid submission schedule when the City determines that the delay would not be in the best interest of the project or the City.

Contract

The contract used by the City of Excelsior Springs is included in Attachment B of this RFP document.

Signature Page

I, the undersigned, hereby certify that this bid was submitted in good faith and that the information above reflects a true and accurate estimate of the cost of the work to be performed.

Signature _____ Date _____

Name _____ Title _____

Firm _____ Phone _____

Address _____ Federal ID _____

Reference #1 (Name, Phone,
Email): _____

Reference #2: _____

Reference #3: _____

ATTACHMENT A

**ATTACHMENT A:
SCOPE, PURPOSE AND DESCRIPTION OF GRANT ACTIVITIES**

City of Excelsior Springs
Isley Neighborhood Historic Preservation Plan
Project No. P24AF002199-011

Starting Date: May 1, 2025
Ending Date: August 28, 2026

I. SCOPE AND PURPOSE:

The City of Excelsior Springs will hire a preservation professional with experience creating a preservation plan (herein referred to as “consultant”) to develop a Historic Preservation Plan for the Isley Neighborhood.

Developing a local historic preservation plan at a regional or local level is an eligible grant activity for the Historic Preservation Fund (HPF Grants Manual Chapter 6(G)(3)(a). Preservation Plans advance Goal 5 “Integrate historic preservation strategies into planning and routine procedures at all levels of government” of Missouri’s 2018-2024 Statewide Preservation Plan.

II. ACTIVITIES AND FUNCTIONS:

City staff will serve as the primary point of contact for this project and will be expected to ensure milestones are submitted to the Historic Preservation Fund (HPF) Grant Manager on a timely basis.

A. Consultant Selection Process

The City of Excelsior Springs shall contract with a preservation professional (herein referred to as Consultant) with experience creating a preservation plan to assist city staff and the Historic Preservation Commission in developing the Preservation Plan.

The Request for Proposal (RFP) sent to consultants shall include a copy of Attachment A: Scope, Purpose and Description of Grant Activities, the Milestone Schedule, and Exhibit 1 from the Grant Agreement with budgetary information removed. Pursuant to 2 CFR 200.332, the sub-recipient shall require the language of the certification and terms applicable to financial assistance awards to be included in sub-award documents at all tiers, and sub-recipients shall certify and disclose accordingly. All contractual deadlines with the consultant shall not conflict with milestone deadlines set in the grant agreement. A draft of the RFP will be sent to the HPF Grant Manager **prior to initiating the bid process**. The RFP will be sent to, at a minimum,

1. Missouri Preservation for dissemination over their listserv
2. Consultants inscribed on the Missouri SHPO’s consultants list who meets the relevant qualifications
https://mostateparks.com/sites/mostateparks/files/CRM_CONSULTANTS.pdf

3. Firms listed in the Missouri Office of Equal Opportunity's Minority & Women Owned Businesses database with specialties in historic preservation.
<https://apps1.mo.gov/MWBCertifiedFirms/>

Documentation of the consultant selection process and a draft of the consultant contract shall be submitted to the HPF Grant Manager or their designee for approval **before it is signed**.

The consultant selection process shall produce the following products:

1. A **draft of the RFP** for review prior to the initiation of the bid process.
2. A documentation of the **consultant selection process** and a draft of the consultant contract **prior to signature**. This documentation includes:
 - a. Indication of who the RFP was sent to and when. The recipients must include firms listed in the Missouri Office of Equal Opportunity's Minority & Women Owned Businesses database
<https://apps1.mo.gov/MWBCertifiedFirms/> with specialties in historic preservation.
 - b. Copies of all responses received (proposals and responses of no bid)
 - c. Score sheets/an explanation for why a consultant was chosen
 - d. The unsigned draft consultant contract noted above
3. A copy of the signed **consultant contract**.

B. Preparation of a New Preservation Plan

The hired Consultant acting on behalf of the city shall create a Preservation Plan for the Isley Neighborhood. The Preservation Plan shall identify, through a public forum, the preservation goals of the city. The preservation plans for other historic districts and the *Secretary of the Interiors Standards and Guidelines for Preservation Planning* (see Exhibit 3) should be reviewed to understand how they express and illustrate preservation concepts. Upon request the SHPO office can provide links to example preservation plans for other Missouri communities. The preservation plan shall be clear and concise. It shall be user-friendly for the commission, staff, and the public, and produced in such a way that it can be easily accessed and shared with the public.

The Preservation plan shall contain sections including but not limited to the following:

1. an introduction that explains the purpose of the plan and a brief history of Excelsior Springs, including an overview of the preservation efforts that have taken place in the city's history and the benefits of historic preservation in the Isley Neighborhood;
2. a review of existing historic preservation ordinances and recommendations for their future development;
3. a clear and concise articulation of the Isley Neighborhood's long-range vision for historic preservation;
4. the goals, objectives, and implementation strategies for historic

- preservation;
- 5. a section that identifies areas that have already been surveyed and prioritizes areas for future research and survey;
- 6. a map showing the geographic area and contributing status of historic properties within the city limits including those that are National Register of Historic Places listed properties and any locally designated Landmarks and Historic Districts;
- 7. an appendix referencing relevant terms and definitions, ordinances or other legislation, policy, and survey information as appropriate.

Drafts of the new Preservation Plan at approximately 30% and 70% will be required to be submitted to the SHPO for review, comment, and approval. The definitions of 30% and 70% will be determined in consultation between the consultant, the city, and the SHPO. They shall include as much visual data as is practicable to demonstrate the various recommendations, including maps, photographs, and/or other graphics.

At least one month prior to submitting each version (30%, 70% & 100%) of the new Preservation Plan to SHPO the consultant shall make a presentation to the Historic Preservation Commission with the general public invited. During these presentations the consultant will actively solicit ideas to incorporate into the new Preservation Plan and address questions from those in attendance. For each presentation the consultant shall provide adequate notice to be placed on the Historic Preservation Commission agenda and to allow the city to post notice to the public for at least two weeks. A sign-in sheet will be required to be kept and provided to the SHPO for each presentation.

The Preservation Plan Process shall produce the following products:

1. The consultant will set up a time with the HPF Grant Manager or their designee to discuss the expectations of the project, including the definitions of 30% and 70% completion, before it begins. An email documenting the discussion will be sent to the HPF Grant Manager or their designee by the consultant.
2. Documentation of the first public meeting, including press release, newspaper/web advertisement and sign-in sheet.
3. A first draft of the Preservation Plan (30%) in Word format. If the document size exceeds 10MB a means acceptable to SHPO for submitting besides email will need to be used to deliver the draft document.
4. Documentation of the second public meeting, including press release, newspaper/web advertisement and sign-in sheet.
5. A second draft of the Preservation Plan (70%) in Word format. If the document size exceeds 10MB a means acceptable to SHPO for submitting besides email will need to be used to deliver the draft document.

6. The final version of the new Preservation Plan in electronic format using an approved file transfer option
7. A link to the final version of the new Preservation Plan on the City of Excelsior Springs's website. The Design Guidelines will be posted to the city's website and will continue to be publicly posted until a newer version of the document is developed.
8. Documentation of the third (final) public meeting, including press release, newspaper/web advertisement and sign-in sheet.

III. SPECIAL CONDITIONS:

- A. As a recipient of a federal subaward, the City of Excelsior Springs is subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 "Applicability", and 200.332 "Requirements for pass-through entities.
- B. The procedures and requirements contained herein are subject to applicable laws and regulations, and any changes made to these laws and regulations, subsequent to the execution of this agreement. In the event that these procedures and requirements conflict with applicable federal laws, regulations and policies, the following order of precedence will prevail:
 1. Federal law
 2. Code of Federal Regulations
 3. Terms and conditions of grant award
 4. Historic Preservation Fund Grant Manual

The provisions included herein shall also be applied by the State to subgrantees and contractors performing work under this program.

- C. It is agreed that if the project should fall one (1) month behind the milestones, the Missouri Department of Natural Resources has the right unilaterally to terminate or reduce the dollar amount of this agreement. In addition, if the Department determines that full termination is warranted, the Department shall be sole authority in determining the amount of compensation owed.
- D. All work requiring expertise in history, archaeology, architectural history, architecture, or historic architecture will either be supervised or completed by personnel who meet the *Secretary of the Interior's Professional Qualifications* as listed in Exhibit 1.
- E. All content related to the treatment of historic properties shall conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*. The Standards and Guidelines can be found here:
<https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part1->

[preservation-rehabilitation.pdf](#) and
<https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part2-reconstruction-restoration.pdf>

- F. The City of Excelsior Springs Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager or their designee if they so choose. Any Commission comments will be submitted with the corresponding milestone to the HPF Grant Manager or their designee.
- G. All grant project funded publications, books, brochures and all public meeting notices regarding this grant project shall include the following acknowledgement:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior, of the U.S. Government and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation.

[This acknowledgement may be in any size type on the notice]

- H. The HPF Grants Manager or their designee shall approve all rates of pay above the minimum wage for costs in the Personnel category. Costs in the Personnel category will conform to the HPF Grants Manual Chapter 13 (B)(12) and 2 CFR 200.430. The City of Excelsior Springs staff are expected to track staff hours and volunteer time using Appendix C of the *Requesting Reimbursement for Grant Expenditures* Packet included as Exhibit 2. Reimbursement of Personnel costs shall not occur without documentation of the time spent and the rate of pay.
- I. The City of Excelsior Springs has elected to use the de minimis rate of 15% for indirect costs. In accordance with 2 CFR 200.414(f), the City of Excelsior Springs will consistently charge costs as either direct or indirect costs; costs may not be double charged or inconsistently charged as both.

Project work will be completed and payments made according to the milestone/payment schedule and project budget that follows.

MILESTONE/PAYMENT SCHEDULE
City of Excelsior Springs
Isley Neighborhood Historic Preservation Plan
Project No. P24AF002199-011

Starting Date: May 1, 2025

Ending Date: August 28, 2026

<u>Milestone</u>	<u>Product</u>	<u>Date Due</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
#1	Draft RFP and/or RFQ submitted to the HPF Grant Manager or their designee before the bid process is initiated.	10/13/2025	\$ 0	\$ 0
#2	Documentation of the consultant selection process and a draft of the consultant contract prior to signature submitted to the HPF Grant Manager or their designee for review and approval.	1/16/2026	\$ 0	\$ 0
#3	Copy of signed consultant contract	1/30/2026	\$ 0	\$ 0
#4	An email documenting the discussion between the consultant, City of Excelsior Springs, and the HPF Grants Manager or their designee	2/13/2026	\$ 0	\$ 0
#5	Documentation of the first public meeting; First Draft of the Preservation Plan (30% Completion)	3/27/2026	\$ 0	\$ 0
#6	Second Draft of the Preservation Plan (70% Completion); Documentation of the second public meeting	5/29/2026	Estimated 50% of expenses	Estimated 50% of expenses
#7	Final Draft of the Preservation Plan; Documentation of the third and final public meeting	7/31/2026	\$ 0	\$ 0
#8	Link to the Preservation Plan on the City of Excelsior Springs' website	8/1/2026	\$ 0	\$ 0
#9	Submission of final project report and fiscal data.	8/30/2026	Estimated remaining expenses	Estimated remaining expenses

BUDGET
City of Excelsior Springs
Isley Neighborhood Historic Preservation Plan
Project No. P24AF002199-011

Starting Date: May 1, 2025
Ending Date: August 28, 2026

<u>Cost Category</u>	<u>Federal Share</u>	<u>Non-Federal Cash</u>	<u>Total Cost</u>
Contractor	\$ 22,000.00	\$ 8,000.00	\$ 30,000.00
Personnel	\$0	\$ 5,107.60	\$ 5,107.00
Supplies	\$0	\$ 1,900.00	\$ 1,900.00
Indirect	\$ 3,300.00	\$ 2,251.14	\$ 5,551.14
Totals	\$ 25,300.00	\$ 17,258.74	\$ 42,558.74

ATTACHMENT B

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is between _____ (the “Consultant”) and the City of Excelsior Springs, Missouri (the “City”), effective as of the date last signed by the parties.

WHEREAS, the City desires to engage the Consultant to provide services to the City as described herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

1. **Term of Agreement.** This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party upon thirty (30) days’ prior written notice. In the event of termination, the City shall pay the Consultant for all services performed and costs incurred through the effective date of termination.
2. **Scope of Services.**
 - a. *General.* The Consultant shall provide the Project Services described in Exhibit A. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant’s personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.
 - b. *Time of Performance of Services.* The Consultant shall perform the Project Services diligently, consistent with the orderly progress of the work. If no schedule is set forth, services shall be completed within a reasonable time. If a schedule is established and the City requests changes to the scope or character of the Project Services, the schedule shall be adjusted equitably.
 - c. *Third Party Information.* The Consultant is not responsible, and liability is waived by City as against the Consultant, for use by City or any other person of any data, reports, plans or other deliverables not prepared by the Consultant.
 - d. *Delay.* The Consultant shall perform the Project Services in accordance with the agreed schedule or, if none is established, within a reasonable time. Consultant shall promptly notify the City in writing upon becoming aware of any event or circumstance that may delay performance. Consultant shall not be liable for delays caused by events beyond its reasonable control, including strikes, lockouts, accidents, acts of God, labor shortages, or delays caused by the City, its agents, or other contractors. In such cases, the time for performance shall be equitably extended, provided that Consultant has given timely written notice to the City.

3. **Compensation and Invoices.** The City agrees to compensate the Consultant in accordance with the Compensation Schedule contained in Exhibit B. The City will pay all proper invoices within thirty (30) days of receipt. All invoices should contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.
4. **The City's Responsibilities.** The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant.
5. **Insurance.** Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.
 - a. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than \$2,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident or occurrence. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.
 - b. The Consultant shall obtain and maintain Workers' Compensation Insurance in an amount that complies with Missouri law, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.
 - c. The Consultant shall obtain and maintain Professional Liability (Errors and Omissions) Insurance covering claims arising out of the performance of professional services under this Agreement, with limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate. Such coverage shall be maintained in full force and effect during the term of this Agreement and for a period of not less than two (2) years following its termination. Consultant shall provide the City with a certificate of insurance evidencing such coverage prior to the Effective Date.
6. **Consultant Employees.** Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto, Consultant hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Consultant affirms that

it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Relationship of Parties.** It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.
8. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

City of Excelsior Springs, Missouri Attn: City Manager 201 East Broadway Excelsior Springs, Missouri 64024 cbirdsong@excelsiorsprings.gov	
---	--------------------------

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

9. **Disputes.** In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
10. **Waiver.** A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

11. **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. Any invalid, illegal or unenforceable 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 invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.
12. **Entire Agreement; Governing Law.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Clay County, Missouri.
13. **Assignment.** Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services subject to prior approval by the City.
14. **No Third-Party Rights.** The provisions of this Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.
15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, email (PDF), or other electronic means shall be deemed to be original signatures for all purposes.
16. **Good Faith Efforts and Cooperation.** The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.
17. **Authority.** Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The City represents that it has taken all action necessary or appropriate to authorize the City to execute, deliver and perform this Agreement and to cause it to be binding upon the City. The Consultant

represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

18. **Covenant Against Contingent Fees.** The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
19. **Ownership of Documents.** Payment by City to Consultant as provided herein shall vest in City title to all studies, analyses, reports, models, and other deliverables (“Documents”) produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Consultant will provide the City with the Documents within five (5) business days of receiving a request by City for the same, subject to reasonable reproduction costs but not search time costs.
20. **Compliance with Laws.** Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
21. **Consultant’s Endorsement.** Consultant shall sign or certify reports, analyses, or other deliverables it furnishes, where customary or legally required.
22. **Inspection of Documents.** Consultant shall maintain all records pertaining to the Project Services for inspection, upon reasonable advance notice and during normal business hours at Consultant’s place of business, by a City representative during the contract period and for five (5) years from the date of final payment for each individual project performed pursuant to this Agreement.
23. **Indemnification and Hold Harmless.** The Consultant shall indemnify, defend, and hold harmless the City and its officers, agents, employees, elected or appointed officials, and attorneys, in both their official and individual capacities, from and against any and all claims, demands, actions, liabilities, judgments, damages, losses, and expenses (including reasonable attorneys’ fees and costs of defense) arising out of or resulting from the negligent acts, errors, omissions, or willful misconduct of the Consultant, its employees, agents, or subcontractors in the performance of this Agreement or any amendment hereto. This obligation shall not extend to any liability caused by the negligence or willful misconduct of the City or its officers, agents, or employees.

24. **Professional Responsibility.** The Consultant shall exercise reasonable skill, care, and diligence in the performance of its services in accordance with generally accepted professional practices in its field. If the Consultant fails to meet this standard, the Consultant shall, at its expense and without additional cost to the City, promptly re-perform or correct its services as necessary to remedy any errors, omissions, or deficiencies caused by such failure.
25. **Tax Exempt.** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
26. **Safety.** In performing the Project Services, the Consultant shall comply with all applicable federal, state, and local workplace safety and health laws, rules, and regulations. If Consultant's work involves access to City facilities or worksites, Consultant shall adhere to all applicable City safety policies and procedures while on such premises.
27. **Anti-Discrimination Clause.** Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
28. **Review Afforded.** Each party acknowledges it has had an opportunity to consult legal counsel, and no provision shall be construed against the drafter.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

_____:

**CITY OF EXCELSIOR SPRINGS,
MISSOURI:**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo**

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Consultant"), and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Agreement with the City.
4. Consultant does not knowingly employ any person who is an unauthorized alien (as defined in 8 U.S.C. 1324a(h)(3)) in connection with the contracted services set forth above.

Affiant

Printed Name

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public

SEAL

ATTACHMENT C

Isley Neighborhood, Excelsior Springs, Missouri

