



**Johnson County Commission**

**Densil Allen**

Presiding Commissioner

**John L. Marr**

Commissioner, Eastern District

**Charles Kavanaugh**

Commissioner, Western District

**Diane Thompson**

County Clerk

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Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093

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**MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Johnson, Missouri, (herein "County") and \_\_\_\_\_ (herein "Firm").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the County in writing, the Firm shall provide professional services for the benefit of the County as set forth in specific Proposals and Scopes of Work submitted by the Firm and accepted by County, and the Firm shall provide the County, as applicable, with the services, inspections, reports, studies, surveys, plans, specifications, and other work outlined. Firm agrees to provide all such services in a timely manner as established by the County in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of County directives. Firm agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described or by any additional proposals provided to the Firm by the County or County's representative, or a written proposal for services which is approved by the County in writing. No work shall be performed nor shall compensation be paid for the Firm's work performed without a County approved written proposal for professional services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the County. All work performed by the Firm, based upon County approved proposals submitted by the Firm, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the County and Firm in writing. All proposals for work submitted by the Firm to the County for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Firm. When the County provides the Firm with a written and/or graphic request for proposal, the Firm's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Firm shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Firm does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the County shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Firm to provide optional services, the Firm's proposal shall respond to the options requested, or provide reasons why the Firm cannot provide or respond to the request for optional services.

1.2 **Creation of Contract Documents** – Firm shall not without the express written permission of the County draft and/or create any contract documents, except for technical specifications and plans, for any project that Firm is assigned. Firm shall not be compensated for any contract documents drafted or created which are in violation of this provision. In the event that Firm is asked to draft and/or create contract documents by the County, then said contract documents must be in compliance with the County's then existing contract standards for projects and no compensation shall be provided to Firm for contract documents which fail to meet the County's standards.

1.3 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Firm under the proposal. When the County provides the Firm with a written and/or graphic request for proposal, the Firm's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal.

1.4 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the County or County's representative requests the Firm to provide work on an hourly fee plus expense basis, the Firm's proposal shall be responsive

to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the County's request for proposal specifies otherwise.

1.5 **Signatures** - Firm proposals for services under this agreement shall be signed and dated by the Firm or an authorized representative of the Firm (as applicable), and shall be considered binding offers to contract open for acceptance by the County for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the County. All proposals for services under this agreement shall be on forms approved by the County; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a County provided form, the signature block shall contain a signature line for each of the three County Commissioners and attested by the County Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the County.

2. **Compensation** - In consideration for the Firm's provision of services under this agreement, the County agrees to compensate the Firm for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the proposal for the project for which compensation is sought. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the County. Payments shall be made within thirty (30) days of receipt of invoice by the County. Invoices shall be submitted periodically as mutually agreed upon by the County and Firm, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Firm's proposal approved by the County. When periodic requests for payment are made, they shall only reflect charges for work already complete. County may retain five percent (5%) of any partial payment pending final completion of the contract services to correct any deficiencies in performance. The County reserves the right to withhold payment for

inadequately documented invoices until documented as required herein. The County further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Firm's proposal when delays in performance of services are not attributable to the County, or as a result of a billing dispute between the County and Firm. No penalty shall be assessed to County for such amounts withheld until after any dispute is resolved in Firm's favor.

3. **County Responsibilities** - County agrees to furnish Firm with all current and available information for each task or project assigned to Firm, along with any information necessitated by changes in work or services initiated by the County which may affect services rendered hereunder. Firm shall notify County of all information it may require from County or other Firms and Contractors of County sufficiently in advance so as to avoid delay of the work to be completed by Firm.

4. **Coordination of Work and Work Product** - Firm shall coordinate all work with the County's designated representative for each task or project assigned to Firm and submit to the County's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. Notwithstanding the Firm's right to ownership under Section 17, all reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the County shall also be considered the property of the County. When available and requested by the County, work product shall be provided in electronic form at actual cost in media compatible for use with County software and equipment, and Adobe .pdf format shall be acceptable.

5. **Protection of Work, Property and Persons** - To the extent Firm's work will require any field work, testing, sampling or otherwise, during any active construction or excavation activities, the requirements of this Section shall apply. The Firm will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their employees and services provided under this Agreement. The Firm will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Firm shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and County's Construction Safety Plan.

5.1. The Firm will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction.

5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Firm, will give the County prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3 Firm agrees that any employees engaged for services that require presence on an active construction work site will require any employee of Firm on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Firm violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

6. **General Insurance Requirements** - Firm shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the Firm's work, whether such execution be by the Firm, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the workmen's compensation statute, the Firm shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

6.3 **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Firm, or (2) by any other person.

6.4 **Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

6.5 **Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

- a) Firm's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Firm.

The insurance shall cover the use of the above-mentioned automobiles and trucks during the term of this Agreement. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 **Professional Liability** - Claims for damages resulting from errors or omissions of the Firm or its employees in the amount of at least \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate.

6.7 **Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the County's premises, or the injury to or destruction of property resulting from the Firm's services in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the County.

7. **Indemnification** - Failure of Firm to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the County, shall not diminish, waive or otherwise reduce the Firm's obligations to maintain such insurance coverage and Firm shall indemnify and hold the County and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or

liability of the Firm, its agents or employees. Further, Firm shall hold County harmless from any failure by Firm to complete their work in compliance with all applicable local, state and federal regulations.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Firm's proposal for services, the Firm shall not delegate or subcontract any work to be performed by the Firm under this agreement to any other person, business or entity without the express advance written approval of the County for such delegation or subcontract work.

9. **Records and Samples** - To the extent not otherwise transferred to the County's possession, Firm agrees to retain and provide the County with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Firm agrees to either retain all test products or samples collected by or submitted to Firm, or return same to the County as mutually agreed upon. In absence of agreement, Firm shall not dispose of test samples or products without notice to or consent by the County or the County's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Firm considered an additional service beyond the scope of services approved by the County unless rendition of that service and expense thereof has been authorized in writing by the County in advance of performance of such service. Any additional services performed by the Firm prior to such authorization by the County shall be deemed a part of basic services for work performed under a County approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Firm shall be entitled to no additional compensation.

11. **County Authorization** -When the term County is used in this agreement, it shall mean the Commissioners of the County. Authorization by the County shall mean written instruction from the County Commissioners or the County Clerk, or their designee. It is further understood and agreed that no person or party is authorized to bind the County to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the County Commissioners, County Clerk, or their designee. In this regard, it is understood and agreed that the Firm shall not be entitled to rely upon verbal representations by any agent or employee of the County in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the County Commission or County Clerk in writing. When the term County's representative is used, it shall mean the County Clerk or their designee as specified in writing.

12. **Period of Services and Termination** – The period of performance under this agreement shall be as specified in the proposal. The County may and reserves the right to terminate this agreement at any time with or without cause by giving the Firm written notice of termination. Upon receipt of such notice, Firm shall discontinue all services in connection with the performance of services authorized under this agreement or County approved proposal for services and County shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Firm shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Firm shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the County questions the extent of work on a final invoice, the Firm shall give the County the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Firm prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Firm upon not less than seven days written notice in the event the County shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Firm. In the event of termination by the Firm, the other provisions concerning termination contained in this paragraph shall be applicable. This Contract shall govern all scopes of work approved by the County under its terms for a period of twelve months from its execution, and annually thereafter in any year for which Firm is qualified by County to perform services.

13. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

14. **Certification of Lawful Presence / Work Authorization** - Firm will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Firm shall indemnify and hold harmless the County and its officials, agents and employees from all costs and liabilities incurred as a result of Firm's failure, or failure of its employees, agents or Subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

15. **Nature of Relationship** - Firm herein is an independent party and shall not act as an agent for the County, nor shall Firm be deemed to be an employee of the County for any purposes whatsoever. The Firm shall not enter into any agreement or incur any obligations on the County's behalf or commit the County in any manner.



16. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

17. **Ownership of Plans and Documents - Records.** In addition to County's ownership rights under Section 4, the field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Firm; however, the County shall be furnished, at no additional cost, one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides. The Firm shall also deliver all electronic information on CD in Adobe ".pdf" format. Any documents submitted in AutoCAD format shall have Firm's seal removed. County shall assume all liability for reuse of AutoCAD documents other than by Firm, or except as specifically authorized by Firm.

The County shall make copies, for the use of the Firm, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Firm pursuant to this Agreement, and also make available any other maps, records, or other materials available to the County from any other maps, records, or other materials available to the County from any other public agency or body. The Firm shall have no liability for defects in the services attributable to the Firm's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the County or third parties retained by the County.

The Firm shall furnish to the County, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the County and for which compensation has been received by the Firm.

[This space intentionally blank.]

18. **Conflict of Interest** - Firm hereby covenants that at the time of the submission of any proposal and the execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest with the County. The Firm further agrees that during the term of this Agreement neither the Firm nor any of its employees shall acquire any other contractual relationships which create such a conflict. Firm shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**PROFESSIONAL FIRM:**

**Name of Authorized Representative:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Address of Firm:** \_\_\_\_\_

**COUNTY OF JOHNSON, MISSOURI:**

**ATTEST:**

**BY:**

\_\_\_\_\_  
Densil Allen, Presiding Commissioner

\_\_\_\_\_  
Diane Thompson, County Clerk

\_\_\_\_\_  
John L. Marr, Eastern Commissioner

\_\_\_\_\_  
Charles Kavanaugh, Western Commissioner





**CONFLICT OF INTEREST FORM**

PROJECT: \_\_\_\_\_

RESPONSIBLE COUNTY EMPLOYEE: \_\_\_\_\_

RESPONSIBLE OR SUPERVISING COUNTY CONSULTANT: \_\_\_\_\_

1. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the County been involved in any of the following with the County, its employees, elected officials or any responsible consultant identified above?

	Yes	No
Sale, purchase or exchange of property	_____	_____
Receiving or furnishing goods or services	_____	_____
Transfer or receipt of income, assets or funds	_____	_____
Maintenance of bank balances, book balances or other accounts for benefit of another?	_____	_____

2. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the County been indebted to the County, any employee of the County or its elected officials or its responsible consultants in the last twenty-four months? If yes, explain.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. List all business transactions or relationships that you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the County has had with any employee of the County, its elected official or its responsible consultants in the last twenty-four months.

\_\_\_\_\_

\_\_\_\_\_

4.

5. List all gifts valued in excess of \$10.00 offered or accepted by any employee or person holding an ownership interest in the company proposing to provide goods or services to the County either to or from any employee, elected official or its responsible consultants in the last twenty-four months.

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By executing this disclosure form, the undersigned personally, and on behalf of the proposing business entity verifies that the information contained herein is truthful and accurate and will remain truthful and accurate throughout all business transactions with the County.

\_\_\_\_\_ Date: \_\_\_\_\_  
by: \_\_\_\_\_

STATE OF MISSOURI     )  
  )SS.  
COUNTY OF JOHNSON    )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, appeared \_\_\_\_\_, to me personally known, who being duly sworn, did swear that the matters contained herein are true to his/her best knowledge and belief.

IN WITNESS WHEREOF, I have placed my hand and notarial seal the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC