



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN STUDY SESSION**  
**Monday, December 02, 2024 at 6:20 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**DISCUSSION ITEMS**

1. Discussion of school security locks
- [2.](#) 15kV Electric Distribution Circuit #21 Upgrade – bid tabulation
- [3.](#) Splash Pad Construction Project - bid tabulation
- [4.](#) Safe Across License Agreement
- [5.](#) Jackson Sanitary Landfill Post-Closure Assessment – engineering services proposal
6. Discussion of previously tabled items (unspecified)
7. Additional items (unspecified)

Posted on 11/27/2024 at 4:00 PM.



# Allen&Hoshall

1661 International Drive, Suite 100  
Memphis, Tennessee 38120  
Office 901.820.0820  
Fax 901.683.1001  
www.allenhoshall.com

Item 2.

November 19<sup>th</sup>, 2024

Mr. Donald Schuette  
Director of Electric Utilities  
City of Jackson, MO  
101 Court Street  
Jackson, MO 63755

**RE: Bid Acceptance Recommendation  
15kV Circuit #21 Upgrade**

Dear Mr. Schuette:

After evaluating the bids received for the 15kV Circuit #21 Upgrade Project on November 18<sup>th</sup>, 2024, Allen & Hoshall recommends accepting the unit price bid from **MDR Construction, Inc.**, of **Columbia, MS** in the amount of **Five Hundred Seventy-Seven Thousand, Eight Hundred Sixty-Four Dollars Eighty-Six cents (\$577,864.86)**. MDR Construction, Inc., was one of five bidders.

See attached Bid Tabulation.

If there are any questions, please contact me at 901.261.4732

Sincerely,

**Allen & Hoshall**

Bobby Davidson

Cc: Scott Burleson P.E., Allen & Hoshall  
Ed Bousson, Allen & Hoshall

RDD: \\AHMEM03\eu\Jackson MO\82084 - Ckt 8-21 Upgrade\Corr\Cont Rec Let MDR 11192024.docx



**BID TABULATION**  
**LABOR & Material**

**15kV Circuit #21 Upgrade**

**City of Jackson MO**  
**Electric Department**

**BID OPENING: November 18<sup>th</sup>, 2:00 PM**

<u>Bidder</u>	<u>Total Bid Price</u>
Desoto County Electric, Inc.	<u>NO Bid</u>
Killen Contractors	<u>\$618,052.21</u>
<b>MDR Construction, Inc.</b>	<b><u>\$577,864.86</u></b>
Service Electric Co.	<u>\$973,188.62</u>
Power Line Consultants	<u>\$693,768.75</u>
William E. Groves Const, Inc.	<u>\$966,066.78</u>
Gerstner Electric Co.	<u>NO Bid</u>
_____	_____
_____	_____

Labor & Material Bid includes Total Unit Bid plus \$40,000.00 Authorized Contract Amendments



### SUMMARY OF BID PROPOSALS RECEIVED FOR Jackson Splash Pad

Jackson  
Jackson, MO

Project Name: Jackson Splash Pad  
Job Number: 24183.1 Jackson Splash Pad  
Client: City of Jackson Missouri  
Date: November 26, 2024

#### BID OPENING

Date: November 26, 2024 10:30 a.m. (local time)  
Place: Jackson City Hall

#### Base Bid Items

No.	Contingent Item Description	Quantity	Unit	Zoellner Construction		Robinson Mechanical Contractors, Inc.		Penzel Construction Company		Capri Pools & Aquatics		Engineer's Estimate	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
10	4" Concrete slab on grade with reinf.	0	SF										
20	Earthwork- excavated & removed from the site	0	CY										
30	Earthwork - imported to site and compacted into place	0	CY										
40	Earthwork - excavated and placed on site	0	CY										
50	Mass Rock Evacuation	0	CY										
60	Trench Rock Evacuation	0	CY										
70	2" SCH 80 PVC Pipe	0	LF										
80	1 1/2" PVC Conduit, Buried	0	LF										
90	2" PVC Conduit, Buried	0	LF										
100	4" PVC Conduit, Buried	0	LF										
110	(3) #12 Type THWN Conductor	0	LF										
120	(3) #10 Type THWN Conductor	0	LF										
Lump Sum Total Bid Amount (Including contingency)				\$ 383,795.00		\$ 475,000.00		\$ 485,650.00		\$ 608,500.00		\$ 250,000.00	
CHECK				NO		NO		NO		NO		N/A	
BID BOND				YES		YES		YES		YES		N/A	

Digitally signed by Andrew Lee Meyer  
DN: C=US,  
E=ameyer@bfwengineers.com,  
O=Bacon Farmer Workman Engineering  
and Testing, OU="Project Manager,  
Cape Girardeau, MO", CN=Andrew Lee  
Meyer

Reason: I attest to the accuracy and  
integrity of this document

Contact Info:

ameyer@bfwengineers.com 5739879359

Date: 2024.11.26 14:55:11-06'00'





DATE: November 26, 2024

TO: Mr. Jason Lipe, Director - Parks and Recreation  
City of Jackson  
101 Court Street  
Jackson, MO 63755

PROJECT: 24183.1 24101 Jackson Municipal Park Splash Pad

RE: 11/26/2024 Summary of Bids and Recommendation to Award

Dear Jason,

Earlier today (10:30 AM on 11/26/2024) on the City's behalf we opened bids on the above noted project. A summary of the bids as read, a sign-in sheet from the opening, and a spreadsheet summary of bid items are attached. The summary of the bids include the engineer's estimate, which in this case was the projected ARPA funding for the project.

Bids were as follows in order low to high:

- |                |              |
|----------------|--------------|
| 1. Zoellner    | \$383,795.00 |
| 2. Robinson    | \$475,000.00 |
| 3. Penzel      | \$485,650.00 |
| 4. Capri Pools | \$608,500.00 |

Bids provided represent turn-key/lump sum with \$10,000 contingency to cover changes. All bids included required bid-bonds.

We would recommend award to Zoellner with the following stipulations:

1. Issue post award contract change order allowing substitution of Rain Deck equipment as an equivalent to Vortex.
2. Post award VE discussion with Zoellner to reduce quantity of equipment/work specified, with an anticipated reduction in equipment cost including:
  - a. Reduced water features – for example, substitution of lower cost vertical elements (-10,000)
  - b. Reuse of existing fencing with new gates. (-10,000)
  - c. Consider the City self-performance of demolition of existing facilities with time extension as necessary to allow this to occur. (-25,000)
  - d. Substitution or removal of specific sourced benches and trash receptacles. (-4500)

We will work with the City and their selected contractor to conduct this VE with the anticipation of reducing the project cost by a target value of \$50,000.

Sincerely,

Andy Meyer, PE  
Project Manager  
BFW Engineering and Consulting

Digitally signed by Andrew Lee Meyer  
DN: C=US, E=ameyer@bfwengineers.com, O=Bacon  
Farmer Workman Engineering and Testing,  
OU="Project Manager, Cape Girardeau, MO",  
CN=Andrew Lee Meyer  
Reason: I attest to the accuracy and integrity of this  
document  
Contact Info: ameyer@bfwengineers.com 5739879359  
Date: 2024.11.26 14:24:59-06'00'



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Janet Sanders, Director of Public Works

**DATE:** November 19, 2024

**RE:** Safe Across License Agreement

Attached is the license agreement with the City of Springfield for participation in the Safe Across pedestrian safety program. As a reminder, this is the program that includes installing life-size Mr. Walker metal cutouts at key crosswalk locations, updating existing pedestrian crossing signs, and embarking on a campaign to educate drivers and pedestrians about crosswalk safety.

We have estimated the total cost of initiating this program to be \$12,500, which includes Mr. Walker cutouts, replacing or refacing 54 pedestrian signs, performing in-house compliance evaluations, distributing printed utility bill inserts and backpack flyers, and offering small promotional items at one or more events. MODOT has confirmed the majority of this cost is reimbursable. One specific item MODOT cannot reimburse is the upgrading of pedestrian signs to Florescent Yellow Green which is a requirement of the program. I have requested \$5,000 in the 2025 budget for implementation of this program with the expectation that MODOT's reimbursement will total \$7,500 or more. We are currently the first city besides Springfield to initiate this program.

If the Board is still in agreement with this program, approval of the license agreement is needed at the next meeting so we can begin the agreement at the first of the year.

If you have questions, please contact me at 573-243-2300 ext. 2031 or [jsanders@jacksonmo.org](mailto:jsanders@jacksonmo.org).



ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) LICENSEE	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
( X ) NEW CONTRACT			
CITY		SAFEACROSS LICENSEE	
<b>City of Springfield</b> <b>840 Boonville, P.O. Box 8368</b> <b>Springfield, MO 65802</b> <b>Phone: 417 864 0108      Fax: 417 8604 1983</b> <b>Attn: Mandy Buettgen-Quinn</b>		<b>City of Jackson</b> <b>101 Court Street</b> <b>Jackson, MO 63755</b> <b>Phone: 573-243-2300      Fax: 573-243-3322</b> <b>Attn: Janet Sanders</b> <b>Email: jsanders@jacksonmo.org</b>	

**CITY OF SPRINGFIELD**  
**"SAFE ACROSS" LICENSE AGREEMENT**

Subject to the terms and conditions of this LICENSE AGREEMENT ("Agreement"), the City of Springfield, Missouri (the "City") hereby grants a license to the Licensee (defined below in the Definitions section) to use the intellectual property identified in **Exhibit A** ("Licensed Intellectual Property"), according to the terms and conditions below. The City and the Licensee may be referred to herein singularly as a "Party," or collectively as "Parties."

WHEREAS the City owns intellectual property rights in the Licensed Intellectual Property developed as part of the SafeAcross pedestrian safety program; and

WHEREAS, through distribution of the "SafeAcross" program, the City desires to promote pedestrian safety in crosswalks; and

WHEREAS, in connection with implementation of the "SafeAcross" program, the Licensee wishes to use the Licensed Intellectual Property depicted in the SafeAcross Implementation Guide, attached hereto as **Exhibit A**; and

NOW, THEREFORE, in consideration of the following covenants and good and valuable consideration, the sufficiency of which has been acknowledged by the Parties, the Parties agree as follows:

1. Definitions:

- (a) "City" means the City of Springfield, Missouri.
- (b) "Confidential Information" means all non-public, confidential, or proprietary information of SafeAcross, whether in oral, written, electronic, or other form or media, whether or not such information is marked, designated, or otherwise identified as "confidential" and includes any information that, due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary, including, specifically:

- a. the SafeAcross Implementation Guide;

- b. the Licensed Intellectual Property;
  - c. City's other unpatented inventions, ideas, methods, discoveries, know-how, trade secrets, unpublished patent applications, invention disclosures, invention summaries, and other confidential intellectual property; and
  - d. all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for City or that contain, are based on, or otherwise reflect or are derived from any of the foregoing in whole or in part.
- (c) "Derivatives" means any variations or derivatives of the contents of **Exhibit A** to this Agreement.
- (d) "Licensed Intellectual Property" means the contents of **Exhibit A** to this Agreement, along with any other state and federal copyright and trademark registrations and common law rights owned by the City and pertaining to the contents of **Exhibit A**.
- (e) "Licensee" means City of Cape Girardeau and its officers and employees.
- (f) "License Fee" means the annual fee due from Licensee to the City, calculated as follows: \$1.00
- (g) "Licensed Use" means Licensee's use of the Licensed Intellectual Property in connection with the Safe Across program and any associated promotion or advertising, only to the extent that the City has preapproved Licensee's use of the Licensed Intellectual Property pursuant to this Agreement.
- (h) "Mr. Walker" means the iconic statue (depicted in **Exhibit A**) functioning as the spokesperson for the Safe Across program.
- (i) "Safe Across" means the comprehensive pedestrian safety awareness initiative distributed by the City and including all training, implementation materials, and other resources and elements provided as part of initiating this program in a community.
- (j) "Term" means the term during which this Agreement is in effect, which shall be as follows:

From January 1<sup>st</sup>, 2025 to December 31, 2027 (3 Years)

## 2. License:

Upon execution of this Agreement, the City grants to the Licensee a non-exclusive, non-transferrable, non-sublicensable license (the "License") to use the Licensed Intellectual Property and to make and use certain derivative works of the Licensed Intellectual Property for only the Licensed Use described in this Agreement. The License shall extend for the duration of the Term, subject to the remaining terms and conditions of this Agreement. Except as set forth in this Agreement, the City is not granting any rights to produce any items for sale or merchandise that incorporates any Licensed Intellectual Property, other than the Licensed Use.

Licensee agrees not to grant any license or sublicense of the Licensed Intellectual Property and shall not otherwise assign or transfer any rights granted by the City pursuant to this Agreement. It is understood by the Parties that the manufacture of any licensed product embodying the Licensed Use may be performed by a third-party manufacturer designated by the Licensee and acceptable to the City, but that the third party manufacturer shall not gain any rights in the Licensed Intellectual Property.

Licensee in return grants to the City, a non-exclusive, royalty free, limited right to use and display the Licensed Intellectual Property in City business, to the extent the Licensed Intellectual Property includes any proprietary elements owned by Licensee and requiring such a license. City may develop materials upon request of the Licensee if such content would be useful for other potential licensees, and City has funding and staff available to do so.

## 3. Intellectual property Ownership:

The City owns and retains all rights, title and interest in and to the Licensed Intellectual Property and has the right to control all uses, images and derivative works of, based upon, or confusingly similar to the Licensed Intellectual property. This Agreement does not confer any ownership rights in the Licensed Intellectual property to Licensee or any third party.

## 4. License Payment:

In consideration for the License, Licensee shall pay to the City an annual fee in the amount of the License fee set forth in the Definitions section above. The License Fee may be paid by check payable to:



Failure to pay the required License Fee within thirty (30) calendar days of the City's invoice will nullify this Agreement, and the City shall have the right to immediately enjoin Licensee's use of the Licensed Intellectual Property.

5. Licensed Use

- (a) Licensee is authorized to use the Licensed Intellectual Property in connection with the Safe Across program and any associated promotion and advertising, only to the extent that the City has preapproved use of the Licensed Intellectual Property pursuant to this Section (the "Licensed Use"). Any and all Licensed Uses shall be subject to the conditions included in **Exhibit B**, Intellectual Property Uses and Conditions.
- (b) Licensee shall make all reasonable efforts to launch the SafeAcross program in accordance with the SafeAcross Implementation Guide, attached hereto as **Exhibit A** and incorporated herein by reference, and begin use of the Licensed Intellectual Property within one year of the execution of this Agreement, unless otherwise agreed upon in writing by the parties.
- (c) Licensee shall not adopt or use, without the City's preapproval pursuant to this Section, any variations or derivatives of the Licensed Intellectual Property (collectively "Derivatives"). Upon such approval by the City, the approved Derivatives shall be included as part of the Licensed Intellectual Property and subject to the same terms and conditions, except as noted below.
- (d) Licensee agrees that the nature and quality of the Licensed Use shall conform to standards prescribed by the City and consistent with the Safe Across Program Agreement, and that Licensee will not depart from such prescribed standards without the City's advance written permission. Prior to use, the City must review and provide written approval of final designs and materials specifications supplied by Licensee for any such materials to be produced, marketed, or given away by Licensee in connection with the Licensed Use. City shall not be held accountable for any design, production, or marketing cost involved with this Agreement. Licensee shall provide the City with the opportunity to inspect, approve (or disapprove) and control all proposed uses of the Licensed Intellectual Property before such use of the Licensed Intellectual Property is made public. The City has the right to reject any particular use of the Licensed Intellectual Property or Licensed Use as improper or below the City's quality standards, at the City's sole discretion.
- (e) Licensee shall provide to the City (a) samples of the Licensed Use and (b) samples of any other proposed use of the Licensed Intellectual Property, including but not limited to, use on public right-of-way, advertising, packaging, signage, or other use, for approval by the City before any such use of the Licensed Intellectual Property is made public. Samples shall include such information on the surrounding area and/or context for the use sufficient to allow the City to determine whether the proposed use would be prejudicial. The Licensed Intellectual Property shall only be used in connection with the Licensed Use after approval by City. Licensee may not alter approved designs for the Licensed Use without the express written approval of the City. The Licensed Use that is made public shall conform to the quality levels specified by City and be in conformity with the representative samples approved by the City. Any samples attached to this Agreement in **Exhibit A** are hereby approved by the City for use by Licensee, but the City's authorization extends only to the Use(s) depicted in **Exhibit A** and other uses preapproved by the City in writing.

6. Goodwill in Licensed Marks:

Licensee agrees that all goodwill generated from the Licensed Use shall inure to the benefit of the City and the SafeAcross Program. Licensee agrees that the essence of this License Agreement is founded on the goodwill associated with the SafeAcross program and that it is critical that such goodwill be protected and enhanced and, towards this end, Licensee shall not during the Term or thereafter:

- (a) Apply to register or maintain any copyright or trademark application or registration of the Licensed Intellectual Property (modified or otherwise) or any other mark confusingly similar to the Licensed Intellectual Property;
- (b) Challenge the validity of any of the intellectual property rights covering the Licensed Intellectual Property or the ownership thereof by the City;
- (c) Use any colorable imitation of any of the Licensed Intellectual Property, or any variant form (including variant design forms, logos, colors, or type styles) of the Licensed Intellectual Property not specifically approved by City;
- (d) Misuse the Licensed Intellectual Property, or variants or Derivatives thereof;

- (e) Take any action that would bring the City or the Licensed Intellectual Property into public disrepute;
- (f) Take any action that would tend to destroy or diminish the goodwill in the Licensed Intellectual Property; or
- (g) Use the Licensed Intellectual Property for any purpose that is unlawful, prohibited by or outside the terms of this Agreement.

Licensee shall indemnify, defend, and hold harmless SafeAcross and its officers, directors, employees, agents, successors, and assigns against all losses and damages arising out of or resulting from any third party claim, suit, action, or other proceeding related to or arising out of or resulting from (a) Licensee's breach of any representation, warranty, covenant, or obligation under this Agreement, or (b) use by Licensee of the Licensed Products, or (c) any use, sale, transfer, or other disposition by Licensee of Licensed Products (each an "Action"). City shall notify Licensee in writing of any Action and cooperate with Licensee at Licensee's sole cost and expense. Subject to Section 10, Licensee shall immediately take control of the defense and investigation of the Action and shall employ counsel [of its choice/reasonably acceptable to Licensors] to handle and defend the Action, at Licensee's sole cost and expense. [Licensee shall not settle any Action in a manner that adversely affects the rights of Licensors [or its Affiliates] without Licensors' [or its Affiliates'] prior written consent] [, which consent may not be unreasonably withheld or delayed]. Licensors' [or its Affiliates'] failure to perform any obligations under this Section will not relieve Licensee of its obligation under Section 15 except to the extent Licensee can demonstrate that it has been materially prejudiced as a result of the failure. Licensors [and its Affiliates] may participate in and observe the proceedings at [its/their] own cost and expense with counsel of [its/their] own choosing.

#### 7. Right to Inspect by the City.

After the initial approval by the City, the City shall have the right to inspect periodically samples of the Licensed Use, to ensure that Licensed Use remains of a proper quality. The City shall have the right at all reasonable times during the Term of this Agreement to inspect the Licensee's marketing, products, materials, marketing plans or proposals, and any and all related materials for the purposes of confirming the Licensee's use of the Licensed Intellectual Property is in conformity with the standards of quality outlined in this Agreement. If through such inspection the City determines that the Licensed Use fails to conform or no longer conforms to the City's quality standards, then the City will describe the nonconformity to Licensee. In any notice disapproving the quality of the Licensed Use, the City shall provide the reasons for disapproval, which shall be based on reasonable criteria consistent with industry practices. Licensee shall correct or restore such quality within thirty (30) calendar days of being notified of such nonconformity. Failure to reach or restore acceptable quality by the deadline (or another deadline mutually agreed upon) shall immediately grant the City the right to terminate the Agreement, and Licensee shall immediately cease using and shall recall any such nonconforming Licensed Use.

#### 8. Applicable Regulations.

The Parties agree to comply with all applicable government regulations. Licensee shall be responsible for, and bear all costs of, obtaining any necessary governmental approval needed in connection with the Licensed Use.

#### 9. Third-Party Intellectual Property Rights.

The City expressly does NOT warrant the Licensee's freedom to make, use or sell items embodying the Licensed Intellectual Property with respect to third party intellectual property rights, and does NOT indemnify the Licensee against third party claims of any type, including but not limited to claims of product liability, trademark infringement or copyright infringement, based on Licensee's manufacture, use or sale of the Licensed Intellectual Property and the Licensed Use. Licensee accepts the risk of possible liability to third parties that Licensee incurs by virtue of the Licensed Use.

#### 10. Indemnity and Hold Harmless.

The City shall not be liable for the quality of the Licensed Use or any complaint issued regarding same. Licensee shall indemnify, defend, and hold harmless the City, and the City's officials, employees, agents, and representatives, from and against all liabilities, claims, actions, demand of liability, suits, and other proceedings, and any losses, damage, sanctions, fines, expenses, costs (including reasonable attorney fees or disbursements), and judgments (collectively "Claims") that are or may be raised by any third party in connection with the manufacture, use, sale, or condition of the Licensed Use and the Licensed Intellectual Property, or related products produced by Licensee, including Claims related to infringement of third party intellectual property rights (including trademark and copyright infringement), industrial rights, bodily injury, product liability, environmental, and human rights. This provision shall be valid and enforceable regardless of whether or not Licensee is in compliance with any quality requirements of this Agreement. Licensee shall not settle any Claims in a manner that adversely affects the rights of the City without the City's prior written consent, which consent may not be unreasonably withheld or delayed.

#### 11. Confidentiality.

Licensee agrees that it will not disclose any of the Confidential Information, directly or indirectly, or use any of it in any manner either during the term of this Agreement or at any time thereafter, except as required in the implementation of the SafeAcross program. The Confidential Information shall remain the exclusive and sole property of the City. Licensee shall not retain any copies of the Confidential Information without City's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by City, Licensee shall immediately deliver to City all such Confidential Information in its possession or under its control, and shall destroy any copies or electronic records embodying or derived from the Confidential Information. The Licensee shall maintain the Confidential Information in a reasonably secure location and employ precautions to restrict access to, and to protect the confidentiality of, the Confidential Information that, in the aggregate, are no less protective than the precautions it uses to protect the confidentiality of its own comparable confidential information and, in any event, no less than reasonable precautions. Licensee may disclose Confidential Information to the extent Licensee is compelled by law to do so, provided Licensee gives the City prior notice of the compelled disclosure and reasonable assistance, at City's cost, if the City wishes to contest the disclosure.

#### 12. Open Records.

The confidentiality requirements of Section 11 of this Agreement apply only to the extent permitted by the Missouri Sunshine Law, Chapter 610 of the Revised Statutes of Missouri ("Sunshine Law"). This Section is not intended to be a waiver of any of the provisions of the applicable Sunshine Law, including, without limitation, the requirement for the Licensee to provide notice and opportunity for City to assert an exception to disclosure requirements in accordance with the Sunshine Law.

#### 13. Legal Remedies.

The City shall have all legal remedies available for any unauthorized, unlicensed use of the Licensed Intellectual Property.

#### 14. Term, Termination and Breach.

- (a) Term: The Term of this agreement is as set out in the definitions section above. At any time prior to the end of the Term, the City and Licensee may agree to renew this Agreement via a written addendum, signed by the City and Licensee. Licensee has 120 days, calculated starting from the first day after the Term concludes, to remove and/or discontinue use of all Licensed Intellectual Property including any derivatives or variations. Licensee thereafter agrees not to use any mark which is substantially similar to or confusingly similar to any of the Licensed Intellectual Property.
- (b) Breach: In the event of a breach by either Party, the non-breaching Party must provide written notice of the breach. If the breach is not cured within thirty (30) calendar days of receiving notice, the non-breaching Party may at its option pursue an action for specific performance or damages, and/or may immediately terminate this Agreement by providing written notice of termination.
- (c) Termination: The License shall expire immediately upon termination of this Agreement, regardless of the reason for termination. Sections (6), (9) and (10) shall survive termination.

#### 15. Miscellaneous Provisions.

- (a) Mutual Representation. Each Party represents to the other Party that it has the full power and authority to enter into this Agreement, and that doing so does not conflict with any other agreement or obligation.
- (b) Entire Agreement and Amendments. This Agreement supersedes all other agreements and understands among the Parties, either express or implied, and constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement. The Parties may amend, modify, and/or alter any or all of the provisions of this Agreement, including adding new provisions, but only by a written instrument executed by both Parties.
- (c) No Waiver. Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- (d) Severability. If any provision of this agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded, the rest of the Agreement shall remain in effect.
- (e) Notices. Any notice required under this Agreement shall be sent to the addresses specified by the Parties in the signature block below.
- (f) Relationship of the Parties. The Parties hereto are independent, and no Party is an employee, agent, partner, or joint venturer of the other Parties. Neither Party shall have the right to bind the other Party, whether directly or indirectly,

to any agreement with a third party or to incur any obligation or liability on behalf of such other Party, whether or indirectly.

Item 4.

- (g) Disputes. The laws of the state of Missouri, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement. Each Party consents to personal jurisdiction and exclusive venue in a state or federal court located in Springfield, Missouri. If any legal or administrative proceeding arises out of this Agreement, the prevailing Party will be entitled to recover, in addition to costs, reasonable attorney fees incurred as a result of the proceeding.
- (h) Force Majeure. Neither Party shall be liable for any failure or delay in the performance or obligation hereunder on account of strikes, riots, fires, explosions, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such Party.
- (i) Counterparts. This Agreement may be executed in multiple counterparts and by facsimile and/or email, and all executed counterparts together shall constitute the original instrument. Faxed or emailed signatures shall be binding.

*[ Signature Page Follows ]*

IN WITNESS WHEREOF, the City and the Licensee have executed this Intellectual Property License Agreement this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**CITY OF SPRINGFIELD, MISSOURI**

**SAFEACROSS LICENSEE:**

By: \_\_\_\_\_  
City Manager or Designee

By: \_\_\_\_\_  
Name & Title: \_\_\_\_\_ Dwain Hahs, Mayor

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

\_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
City Attorney or designee

[ SafeAcross Implementation Guide ]


## Intellectual Property Uses and Conditions

- 1) Logo usage – Whenever the Licensee shall follow the SafeAcross Branding Guide. When Licensee plans to purchase products that have the SafeAcross logos on them, the Licensee must obtain prior approval from SafeAcross. Whenever the Licensee plans to produce products, materials or other content outside of the existing SafeAcross toolkit (such as PSAs, graphics, etc.) that uses the logo or otherwise associates with the SafeAcross program, the Licensee shall obtain prior approval from SafeAcross.
- 2) Mr. Walker installations – the Licensee agrees to produce or purchase fluorescent yellow-green “Mr. Walker” statues and potentially “heart-signs” according to SafeAcross’ specifications. **The minimal amount of statues installed at program start is 3 and should increase to 4 within a year’s time and not to exceed 10 at any point.** SafeAcross must approve statue locations and reserves the right the veto locations that appear unsuitable according to SafeAcross’s Installation Specifications and Considerations. Licensee commits to maintaining the statue in a timely manner if it becomes damaged, vandalized or faded. Upon contract termination, any Mr. Walker statues or signs must be removed.
- 3) Student Walkers - installations are allowable at schools which either have pedestrian safety in their curriculum or have a speaker provide SafeAcross content to grades 1<sup>st</sup> through 3<sup>rd</sup> (at a minimum) on an annual basis, or for the length of the student statue installation.
- 4) Pedestrian/Trail/School Crossing signs - **The Licensee must utilize fluorescent yellow-green (FYG) crosswalk signs on the roadways that fall under their jurisdiction. If Licensee is updating a “warning yellow” sign inventory to FYG, they may start installing Mr. Walker statues when at least of 50% of the crosswalk signage has been updated to FYG. Licensee works toward having 80% of the crosswalks equipped with FYG signs and reasonably fresh high-visibility markings within a year.** The Licensee is encouraged to work with their state or municipal counterpart to achieve uniformity across a community.
- 5) Crosswalk maintenance - Before program launch, crosswalks that fall under the jurisdiction of the Licensee must be inspected and improved as needed by Licensee. Faded or missing signs or markings must be mediated. Midblock crosswalks and crosswalks across uncontrolled approaches should have complete crosswalk assembly and follow best practices.
- 6) Crosswalks in need of enhancements – SafeAcross reserves the right to delay the launch of a local SafeAcross campaign if crosswalks under the jurisdiction of the Licensee do not provide sufficient protection for pedestrians based on the roadway characteristics. SafeAcross may allow the Licensee to proceed with the program launch if there is a plan to remediate the situation. A “Mr. Walker” statue may not be installed at a problematic crosswalk site as a remedial feature.
- 7) Compliance studies – The Licensee or their contractor must produce quarterly crosswalk compliance studies at 4 locations and publish the results with the local population and SafeAcross.
- 8) Public Education – The Licensee or their contractor or partner will promote pedestrian safety messages regularly digitally and/or in print and will strive to grow its audience. Communication should occur about once a week.



# City of Jackson

**MEMO TO:** The Honorable Mayor Dwain Hahs and  
Members of the Board of Aldermen

**FROM:** Rodney Bollinger, Director of Administrative Services 

**DATE:** November 26, 2024

**SUBJECT:** Jackson Sanitary Landfill Post-Closure Assessment  
Engineering Services Proposal

The thirty (30) year post-closure period for the Jackson Sanitary Landfill expires on November 1, 2026. In anticipation of that date, the city needs to hire a professional engineering firm to complete a thorough assessment on the land to determine what options are available for future use. The landfill is located at 481 Mica Ln., just off County Road 341 in Cape Girardeau County. And while the city owns over 100 total acres at this location, only 44 acres were used as a landfill.

Attached is the engineering services proposal from the firm of Burns & McDonnell in the amount of \$37,500.00. They estimate a two-month schedule for delivery of the memorandum.

Please know this is an approved budget item for 2024.

The staff respectfully recommends the Mayor and Board approve a task order to the engineer at the December 16<sup>th</sup> regular meeting.

Thanks for your time and consideration of this information. As always, please feel welcome to contact me should you have any questions regarding this matter.



November 20, 2024

Mr. Rodney W. Bollinger  
Administrative Services Director  
City of Jackson  
101 Court St.  
Jackson, Missouri 63755

Re: Jackson Sanitary Landfill Post-Closure Assessment

Dear Mr. Bollinger:

Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) is pleased to provide this proposal for professional services to support the City of Jackson, Missouri (City) with a Post-Closure Assessment for the Jackson Sanitary Landfill (Landfill). Outlined herein is our project understanding, proposed scope of work, schedule, compensation and assumptions.

### PROJECT UNDERSTANDING

We understand that the City owns a Landfill, located at the northwest quarter of fractional Section 17 and a part of Lots 7 and 16 of Survey 2196, Township 31 north, Range 12 East in Cape Girardeau County, Missouri (Property). While the City retains ownership of the Landfill, Republic Services has been conducting Post-Closure activities and anticipates the end its 30-year post-closure period on November 1, 2026. Although this date has been set, it is not anticipated that the Missouri Department of Natural Resources (MDNR) will release the Landfill from Post-Closure unless the City can demonstrate limited threat to public health and safety. Consequently, the City would like Burns & McDonnell to review available reports and data for viability of release from Post-Closure requirements, and to explore future land use options for the property.

### SCOPE OF WORK

The proposed scope of work is outlined below. A site visit and MDNR correspondence have been included as optional tasks. Burns & McDonnell can perform the Post-Closure Assessment with or without a site visit; however, a site visit will be required if the City requests Burns & McDonnell's support in meetings and/or correspondence with MDNR. If no site visit is performed, findings will be based on publicly available site data and City-provided photos and site inspections.

#### Task 1: Data Collection and Regulatory Review

Burns & McDonnell will develop and provide the City with a request for information (RFI) to inform the Post-Closure Assessment. The RFI will request copies of existing permit documents for the Property including the Certification of Closure submittal, Post-Closure Plan, Post-Closure inspection records, previous MDNR correspondence, and any previous Property appraisals. Key members of the Burns & McDonnell project team will facilitate a virtual project kickoff meeting with the City to review the scope, schedule, and discuss project information needed.

Mr. Rodney W. Bollinger  
City of Jackson  
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After the kickoff meeting and upon receipt of the RFI documents, Burns & McDonnell will conduct a review of the documents provided by the City and applicable federal, state, and local regulations, codes, and ordinances. Burns & McDonnell will conduct a desktop assessment of the properties within proximity to the Landfill and review ownership, zoning, land use, and property values, where available.

#### **Task 2: Post-Closure Assessment and Memorandum**

Based on industry experience, benchmarking analysis of similar closed facilities, and the findings of Task 1, Burns & McDonnell will identify potential future uses for the Property and some advantages / disadvantages of each for the City's consideration. Our project team will summarize the findings from the data review and potential future uses in a draft memorandum, which will be presented to the City for review. Burns & McDonnell will facilitate a virtual review meeting with the City thereafter to discuss comments to the draft memorandum. Following the review meeting, Burns & McDonnell will address the City's comments and provide a final memorandum.

#### **Optional Task 3: Site Visit**

Burns & McDonnell representatives will meet with City representatives at the Landfill to observe its existing condition and adjacent properties. The site visit will focus on identifying physical features which may prevent potential future land use opportunities.

#### **Optional Task 4: MDNR Correspondence**

Burns & McDonnell will prepare a memorandum summarizing Post-Closure activities, as documented by City-provided documents, and current conditions of the Landfill for submittal to MDNR in evaluating release from monitoring requirements. Burns & McDonnell will facilitate a virtual meeting with MDNR and City representatives to discuss the contents of the memorandum and will address one round of MDNR comments. This memorandum will be developed by a licensed engineer in the state of Missouri.

### **SCHEDULE**

Burns & McDonnell has estimated a two-month schedule from the receipt of notice to proceed to delivery of the Post-Closure Assessment memorandum. The schedule is based on timely delivery of information by the City as requested in Task 1.

### **COMPENSATION**

Burns & McDonnell's proposed lump sum cost to perform the scope of work described above is provided below.

Mr. Rodney W. Bollinger  
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Task	Proposed Cost
1: Data Collection and Regulatory Review	\$9,500
2: Post-Closure Assessment and Memorandum	\$10,500
<b>Lump Sum Total</b>	<b>\$20,000</b>
Optional Task 3: Site Visit	\$8,000
Optional Task 4: MDNR Correspondence	\$9,500
<b>Lump Sum Total with Optional Tasks</b>	<b>\$37,500</b>

The total lump sum cost will not be exceeded without prior authorization from the City. This scope will be performed in accordance with the attached terms and conditions (AR-4 KCO T&C). Monthly statements will be based on project percent complete at the end of the preceding month. For additional, reduced, or changed scope of services, the amount of payment shall be adjusted by an amount mutually agreeable to the City and Burns & McDonnell.

#### ASSUMPTIONS

- All meetings are assumed to be held virtually via Microsoft Teams.
- The City will provide assistance by placing at Burns & McDonnell's disposal all available information pertinent to the Scope of Work. Burns & McDonnell will rely on the information made available by the City as accurate without independent verification. Items assumed to be provided by the City include but are not limited to:
  - Effective Post-Closure Plan
  - Comprehensive Post-Closure inspection records
  - Certification of Closure
  - Previous property appraisals, if any
- One round of minor revisions for City comments is anticipated on the memorandum.

We appreciate the opportunity to provide professional services to the City. Should there be any questions about the scope of work or associated compensation proposed herein, you may contact me at [ldrescher@burnsmcd.com](mailto:ldrescher@burnsmcd.com) or (816) 823-6241.

Sincerely,

Burns & McDonnell Engineering Company, Inc.



Laura Drescher, PE  
Project Manager

Mr. Rodney W. Bollinger  
City of Jackson  
November 20, 2024  
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Brit Hoffman, PE  
Project Engineer

Attachment 1: Terms and Conditions for Professional Services

## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

<b>Project:</b>	<b>Date of Letter, Proposal, or Agreement:</b>
<b>Client:</b>	<b>Client Signature:</b>

### 1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

### 2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

### 3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

### 4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

### 5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

### 6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

### 7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

### 8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

### 9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD

for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

#### **10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS**

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

#### **11. POLLUTION**

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

#### **12. ON-SITE SERVICES**

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

#### **13. CHANGES**

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

#### **14. TERMINATION**

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of

the terminating party. If so terminated, Client shall pay BMcD amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

Item 5.

#### **15. DISPUTES, NEGOTIATIONS, MEDIATION**

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

#### **16. WITNESS FEES**

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

#### **17. CONTROLLING LAW**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

#### **18. RIGHTS AND BENEFITS – NO ASSIGNMENT**

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

#### **19. ENTIRE CONTRACT**

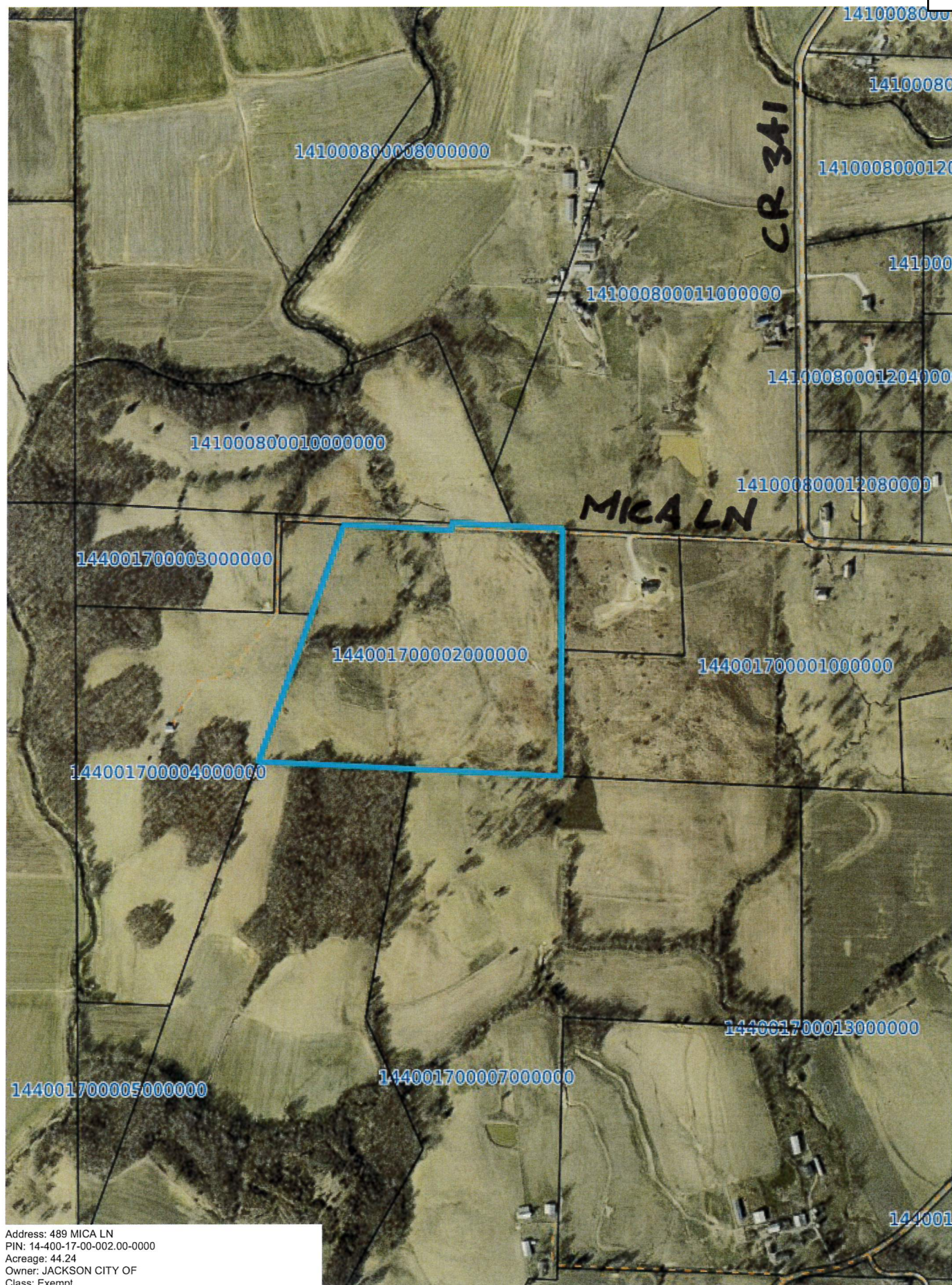
These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

#### **20. SEVERABILITY**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -





Address: 489 MICA LN  
PIN: 14-400-17-00-002.00-0000  
Acreage: 44.24  
Owner: JACKSON CITY OF  
Class: Exempt