

**INTERGOVERNMENTAL AGREEMENT FOR  
SUB-GRADE PREPERATION AND OVERLAY  
OF DOC HENRY ROAD**

This **INTERGOVERNMENTAL AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri municipal corporation ("LSMO"), and the **CITY OF GREENWOOD, MISSOURI**, a political subdivision of the state of Missouri ("Greenwood").

WHEREAS, Doc Henry Road, is a paved roadway which runs within the jurisdiction of both LSMO and Greenwood.

WHEREAS, Approximately 5300 feet of Doc Henry Road is situated so that Greenwood owns the east portion of the roadway and LSMO owns the west portion ; and

WHEREAS, City and Greenwood desire to share in the costs and duties of overlaying Doc Henry Road and the necessary sub-grade preparation for the overlay of Doc Henry Road; and

WHEREAS, this Intergovernmental Agreement is intended to set forth the obligations of the parties with respect to said work.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**1. Responsibilities**

**A. Bidding:** LSMO shall bid the sub-grade preparation and overlay of Doc Henry Road, pursuant to the LSMO's internal competitive bid processes and procedures, and all applicable federal laws and regulations and the laws and regulations of the state of Missouri.

**B. Selection of Contractor:** Both LSMO and Greenwood shall approve the bid(s) selected for the award of contract(s).

**C. Contract for Work:** LSMO shall enter into a contract with the successful bidder(s) to perform the sub-grade preparation and overlay of Doc Henry Road, pursuant to this Agreement.

**D. Costs incurred for sub-grade preparation and overlay of Doc Henry Road:** The City and Greenwood shall share equally in the costs incurred for the sub-grade preparation and overlay of Doc Henry Road. Within 30 days following the award of the bid(s) for the sub-grade preparation and overlay of Doc Henry Road, Greenwood shall submit to LSMO payment in the amount of one half (1/2) the amount of the bid(s) chosen for the subgrade preparation and overlay of Doc Henry Road. Within 30 days of the project being complete Greenwood shall submit to LSMO payment in the amount of one half (1/2) any mutually agreed charges incurred above the original bid price(s) and as modified for potential under runs or overruns of bid units for the sub-grade preparation and overlay of Doc

Henry Road. LSMO shall submit copies of all invoices received for work done pursuant to this Agreement to Greenwood within five days of receipt of such invoice.

## **2. Applicable Standards and Approvals**

Sub-grade preparation shall mean the identification of the areas where the pavement has failed as indicated by severe alligator cracking resulting from base failure. The failed area will be removed. The top six inches (6") will be replaced with APWA Type 1 base asphalt. The surface overlay will consist of two inches (2") of APWA Type 3R surface asphalt over the length and the width of the project. The required edge striping will be performed as part of the Overlay project.

**A. General Provisions:** LSMO shall require contractor(s) to perform all work pursuant to this Agreement in accordance with all applicable federal, state and local laws.

**B. Timing of Improvements:** The parties anticipate time to complete the improvements to be completed by September 30, 2016. All work to be performed pursuant to this Agreement shall be performed in a timely manner in order to achieve completion by September 30, 2016.

**C. Warranty:** LSMO shall require every contractor performing work under this Agreement to provide no less than a two (2) year warranty against material defects and workmanship.

**D. Bonding and Insurance:** LSMO shall require all Contractors performing work pursuant to this Agreement to maintain performance, payment, and maintenance bonds in accordance with applicable law and shall require that the names of both LSMO and Greenwood appear as co-obligee on any bond(s) securing performance, payment and maintenance with regard to any contract which includes work pursuant to this Agreement. LSMO shall require all Contractors performing work pursuant to this agreement to procure and maintain in effect insurance sufficient to meet the limits required by the LSMO and shall require that such policy name both LSMO and Greenwood as additional insured with regards to any contract which includes work pursuant to this Agreement.

**E. Indemnification:** Any indemnification obligation imposed on any contractor pursuant to the work performed pursuant to this Agreement shall require such contractor to indemnify both LSMO and Greenwood to the same extent.

**F. Prevailing Wage:** LSMO shall require all contractor and subcontractors performing work pursuant to this Agreement to comply with all laws regarding the payment of prevailing wages.

**4. Complete Agreement.** This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.

**5. Captions.** Captions and headings of each part, section or subsection in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions.

**6. Authority.** The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by both parties.

**7. Jointly Drafted.** The parties hereto agree that this Agreement has been jointly drafted and shall not be construed more strongly against either party.

**8. Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri.

**9. Termination.** This Agreement may be terminated in writing by either party upon thirty (30) days notice to the other party and prior to the commencement of any work pursuant to this Agreement.

**10. Venue.** In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri, and the parties expressly waive any rights to venue inconsistent therewith.

**11. Assignment.** Except as otherwise provided herein, neither city shall sell, assign, transfer or otherwise convey any of their rights under this Agreement without the prior and express written consent of either city.

**12. Notice.** Any notice required under the terms of this Agreement shall be deemed to have been given if mailed by United States mail, postage prepaid, and addressed as hereinafter specified. Notices to City shall be addressed as follows:

Director of Public Works  
City Hall, 220 SE Green Street  
Lee's Summit, Missouri 64063

Notices to County shall be addressed as follows:

City of Greenwood  
709 W. Main Street,  
Greenwood, MO 64034

Kirt L. Grahl, P.E  
Director of Public Works,

**13. Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

**14. Agreement Contractual.** The terms and provisions of this Agreement are contractual and not mere recitals.

**15. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first written above.

CITY OF LEE'S SUMMIT

CITY OF GREENWOOD

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief of Litigation

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