



The City of Lee's Summit
Final Agenda
City Council - Regular Session

Thursday, February 9, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 26

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

1. PUBLIC COMMENTS:

(NOTE: Total time for Public Comments will be limited to 10 minutes.)

2. COUNCIL COMMENTS:

(NOTE: Total time for Council Comments will be limited to 5 minutes.)

3. APPROVAL OF CONSENT AGENDA:

Items on the Consent Agenda are routine business matters for action by the City Council with no public discussion. All items have been previously discussed in Council Committee and carry a Committee recommendation. Consent agenda items may be removed by any Councilmember for discussion as part of the regular agenda.

- A. [2017-0929](#) Approval of a Type H & S Liquor License for Quik Trip #191, 1450 NE M-291 Highway.

4. PROPOSED ORDINANCES:

- A. [BILL NO. 17-29](#) AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT. (PWC 1/30/17)

- B. [BILL NO. 17-30](#) AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI. (PWC 1/30/17)
- C. [BILL NO. 17-31](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A). (PWC 1/30/17)
- D. [BILL NO. 17-32](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B). (PWC 1/30/17)
- E. [BILL NO. 17-33](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI. (PWC 1/30/17)
- F. [BILL NO. 17-34](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (PWC 1/30/17)
- G. [BILL NO. 17-35](#) AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS. (PWC 1/30/17)

- H. [BILL NO. 17-36](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (PWC 1/30/17)
- I. [BILL NO. 17-37](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C) (PWC 1/30/17)
- J. [BILL NO. 17-38](#) AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT. (PWC 1/30/17)
- K. [BILL NO. 17-39](#) AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES. (F&BC 2/6/17)
- 5. OTHER BUSINESS:**
- A. [2017-0884](#) Land Clearance for Redevelopment Authority (LCRA) Application - Cowork - Lee's Summit, LCRA Urban Renewal Redevelopment Project, 210 SW Market Street; SF003, LLC Applicant (LCRA Application #2017-001)
- B. [BILL NO. 17-40](#) AN ORDINANCE APPROVING A LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY REDEVELOPMENT PROJECT, COWORK LEE'S SUMMIT PROJECT, PURSUANT TO THE PROVISIONS OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY LAW, SECTIONS 99.300 TO 99.660 RSMo.

6. **COMMITTEE REPORTS (Committee chairs report on matters held in Committee):**

7. **COUNCIL ROUNDTABLE:**

8. **STAFF ROUNDTABLE:**

9. **ADJOURNMENT**

Unless determined otherwise by the Mayor and City Council, no new agenda items shall be considered after 11:00 p.m.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".

Packet Information

File #: 2017-0929, **Version:** 2

Approval of a Type H & S Liquor License for Quik Trip #191, 1450 NE M-291 Highway.

Key Issues:

Approval of a Type H & S Liquor License for Quik Trip #191, 1450 NE M-291 Highway. New store.

Proposed City Council Motion:

I move to approve a Type H & S Liquor License for Quik Trip #191, 1450 NE M-291 Highway as part of the consent agenda.

Background:

A background check was conducted on the managing officer with no negative information found.

The Director of Liquor Control recommends approval of the Type H & S license application for Quik Trip #191.

\$450. - Payable to City of Lee's Summit



CITY OF LEE'S SUMMIT, MISSOURI
APPLICATION FOR BUSINESS LIQUOR LICENSE

Please mark ("x") which one of the following licenses you will need for a Lee's Summit, Missouri establishment. Sunday licenses are a separate application.

- A1 - Manufacturing, brewing malt liquor (\$300.00)
- A2 - Manufacturing, brewing non-intoxicating beer (\$375.00)
- A3 - Wholesale selling of malt liquor (\$75.00)
- B1 - Manufacturing 22% or less alcohol content intoxicating liquor (\$150.00)
- B2 - Manufacturing, distilling, blending intoxicating liquor of all kinds (\$300.00)
- B3 - Wholesale selling of 22% or less alcohol-content intoxicating liquor (\$150.00)
- B4 - Wholesale selling of intoxicating liquor of all kinds (\$375.00)
- C1 - General retail selling of malt liquors, or wine, or both, by the drink **and** in the original package (\$52.50)
- C2 - Hotel retail selling of malt liquor by the drink and in the original package (\$52.50)
- C3 - Restaurant retail selling of malt liquor by the drink **and** in the original package, **including Sunday sales** (\$75.00)
- D - Retail selling of malt liquor only in the original package, **including Sunday** (22.50)
- G1 - General retail selling of intoxicating liquor of all kinds by the drink **and** in the original package (\$450.00)
- G2 - Hotel retail selling of intoxicating liquor of all kinds by the drink **and** in the original package (\$450.00)
- G3 - Restaurant retail selling of intoxicating liquor of all kinds by the drink **and** in the original package (\$450.00)
- H - Retail selling of intoxicating liquor of all kinds only in the original package (\$150.00);
 - I - **Consuming** intoxicating liquor on premises not licensed to sell (C.O.L.) (\$90.00)
 - J - Resort retail selling of intoxicating liquor by the drink. (\$450.00)
- S - **Sunday** license (\$300.00)

(Any reference to "Applicant" in this document refers to the Owner/Managing Officer.)

To be completed by applicant as (check one):

Sole Owner & Operator Corporation Partnership LLC

Corporation/LLC Name: QuikTrip Corporation

Business Name: QuikTrip #191 Phone: TBD

Business Address: 1450 NE M-291 Hwy Lee's Summit, MO 64086

(I), (We), the undersigned, hereby apply to the City of Lee's Summit, MO, for the following described license:
Type H, S for the premises described above.

Applicant's Name: Robert M Smith, JR. Phone: _____

Home Address: _____

Place of Birth: _____ Date of Birth: _____

Place of Employment (other than business): QuikTrip Corporation

Employment Address: 2255 Bluestone Dr, St. Charles, MO 63303 Phone: 636 916 5706

1. List all previous addresses, if less than five years at current address:
_____ 03/2009 - 07/2014
_____ 06/2006 - 03/2009

2. Are you a citizen of the United States of America? Yes If naturalized, give date and place of naturalization: _____

3. Will you be the person in active control and/or management (managing officer) of this business full-time? Yes If not, give complete details on the planned management and persons involved.

4. Have you or any person employed by you ever held any type of liquor license issued by the City of Lee's Summit or by the licensing authority of any state, county or city? Yes If so, please give details: Interested in all licenses held by QuikTrip.
See store listing attached.

5. Has any such license listed in question #4 ever been suspended or revoked? Yes If so, please give complete details: See attached listing of liquor violations.
-
6. Have you ever made application for a liquor license that was denied by the City of Lee's Summit or by the licensing authority of any state, county or city? No If so, please give complete details: _____
-
7. Have you or anyone interested either directly or indirectly in the premises to be licensed hereunder or the operation thereon ever been convicted of a felony? No If so, please give complete details: _____
-
8. If not a corporation/LLC, give names and business addresses of employers for the past five years. (If self-employed, state nature of business and location.): NA
-
9. Is the proposed location within 300 feet of a church or school? No
-
10. If existing business, from whom and when was the business purchased? NA
-
- Effective date of possession: _____. Name of mortgage holder, if any: _____
-
11. Will any distiller, wholesaler, wine maker, brewer, or supplier, or coin operated, commercial, manual or mechanical amusement devices or the employees, officers or agents thereof, have any financial interest in the retail business of the applicant for the sale of alcoholic beverages, or "C.O.L.", and will the applicant directly or indirectly borrow or accept from any such persons equipment, money, credit, or property of any kind except ordinary commercial credit for liquor sold? No If so, please explain: _____
-
12. Will applicant either directly or indirectly borrow or accept from any person identified in #11 either equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? No If so, please explain: _____
-

13. Will you at all times permit the entry of any officer or investigator who may have legal supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the ordinances of Lee's Summit, Missouri, and the laws of the State of Missouri; and do you promise and agree not to violate any of the ordinances of Lee's Summit, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which the license is sought? Yes

IF BUSINESS IS OWNED BY A CORPORATION, COMPLETE THIS SECTION:

Name of corporation/LLC: Quick Trip Corporation

State in which incorporated: Oklahoma Date of incorporation: 5/19/1958

If not a Missouri corporation/LLC, date authorized to do business in Missouri: 10/26/1964

Full name, complete residential address, date of birth and Social Security Number of the President, Vice President, Treasurer and Secretary of the corporation (or Members of the LLC):
President - Chester Cadieux III
Stuart C. Sullivan
Eric J. Nicholas
Marshall J. Wells

If stock is not publicly held, give names and residential addresses of all stockholders who hold 10% or more of the capital stock: No individual owns 10% or more in the two entities below -
Cadieux Family Holdings, LLC, 1406 Terrace Dr, Tulsa, OK 74104
Retirement Plan Stock - Great Banc Trust Company, 801 Warrenville Rd,
Suite 500, Hisle, IL 60532

County of Jackson)

State of Missouri)

I, Robert M. Smith, JR., being of lawful age and duly sworn upon my oath,
(Print Applicant's Name)

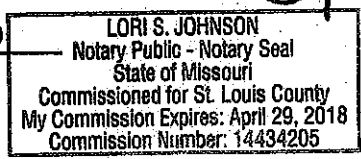
do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

[Signature]
Applicant's Signature

Subscribed and sworn to before me this 24th day of January, 2017

[Signature]
Notary Public

My commission expires: 4-29-2018



To Be Provided By Applicant:

1) The Applicant and/or Managing Officer (if different) shall provide:

- a) Recent photograph;
- b) Copy of Missouri voter registration card;
- c) Copy of paid Missouri personal property tax receipt for year immediately preceding date of application
- d) Fingerprints (obtained at the Lee's Summit Police Department, Main Lobby, 10 NE Tudor Rd., Lee's Summit, MO). The Applicant and/or Managing Officer (if different) will be fingerprinted as will all officers, directors and any shareholder holding more than a ten percent (10%) interest in the business.

X 2) Copy of Business License (contact Treasury Department at 816-969-1139).

NA 3) Copy of Zoning Approval (contact Planning & Development at 816-969-1600).

4) If existing business location:

- NA** a) Copy of lease or mortgage showing Proof of Occupancy.
- b) Recent photographs of the interior and exterior of the premises to be licensed.

5) For newly constructed or remodeled businesses:

- a) Certificate of Occupancy Permit shall be obtained prior to the actual issuance of a city liquor license (contact Codes Administration at 816-969-1200).
- b) Complete description of the plans, specifications, and fixtures of the proposed place of business.

6) Package Liquor Only: Inventory Affidavit, notarized by the applicant, stating the type of business presently engaged in, or in conjunction with, which the license shall be used; **AND** stating that in his place of business the applicant has, and at all times keeps, a stock of goods having an invoice of at least \$1,000, exclusive of fixtures and intoxicating liquors.

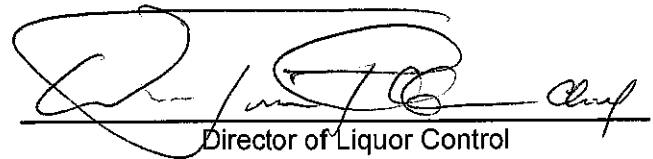
7) Appropriate license fee: Make checks and money orders payable to the City of Lee's Summit.

8) Estimated date of opening? 5/18/2017

For Office Use Only:

It is recommended this application be APPROVED / DISAPPROVED this 30th day of

January, 2016


Director of Liquor Control

City Council Action: Approved Disapproved Date: _____



APPLICATION FOR LIQUOR LICENSE
TYPE "S" - SUNDAY RETAIL (\$300)

The following is to be completed by the owner or managing officer:

Sole Owner & Operator [] Corporation [x] Partnership []

Applicant's Name: Robert M. Smith, JR.
Business Name: QuikTrip #191 Phone: TBD
Business Address: 1450 NE M-291 Hwy Lee's Summit, MO 64086

I, the undersigned, hereby make application to the City of Lee's Summit, Missouri, for a Type "S" liquor license in accordance with Chapter 4, "Alcoholic Beverages" Ordinance of the City of Lee's Summit, Missouri.

County of Jackson)

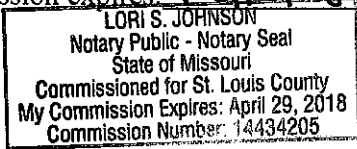
SS

State of Missouri)

I, (please print) Robert M. Smith, JR., being of lawful age and duly sworn upon my oath, do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

[Signature]
Applicant's Signature

Subscribed and sworn to before me this 24th day of January 2017
My commission expires: 4-29-2018



[Signature]
Notary Public

It is recommended this application be APPROVED DISAPPROVED this 30th day of January, 2017.

[Signature]
Director of Liquor Control

City Council Action: [] Approved [] Disapproved Date: _____

Packet Information

File #: BILL NO. 17-29, **Version:** 1

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT. (PWC 1/30/17)

Key Issues:

- The cities of Lee's Summit, Missouri and Kansas City, Missouri have had on going discussions about the ownership and access rights for use of the Boggs Hollow Interceptor for more than forty years.
- This discussion revolves around capacity concerns for both Cities if the service area for the line is completely built out.
- The existing line is vitrified clay pipe, was constructed in 1972 and the line was sized to serve a lower density of development than what the area is seeing.
- In 2004, an agreement was reached in which Kansas City was going to build their own line and Lee's Summit was going to allow the existing Kansas City connections to remain. The line contemplated in the 2004 agreement was never constructed due to its' cost.
- Kansas City approached Lee's Summit with a new proposed approach to this problem in which Kansas City would take over the portion of the line in Kansas City and Lee's Summit would construct a meter structure at the City Limit line.
- In this new, proposed agreement, the responsibility of the line in the Kansas City corporate limits becomes Kansas City's for maintenance and operations.
 - Lee's Summit's Flows are not limited
 - Lee's Summit still pays the Little Blue Valley Sewer District Rate for its flows.
 - Lee's Summit is only responsible for the portion of the the line which is inside the City of Lee's Summit corporate boundary.
- This works for both cities because Lee's Summit's costs to install the meter structure is less than the cost of the necessary line improvements for the interceptor and Kansas City's costs are less to improve the line they are taking than would be necessary to construct a whole new interceptor.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Background:

The sewer in the Boggs Hollow drainage basin has been an item of concern between Kansas City and Lee's Summit since 2001. The concern for this area has tended to ebb and flow with development pressure in the drainage basin. Various negotiations and approaches have been reviewed by both entities over the past 13 years to alleviate this issue. Recently as part of Water Utilities work to clear up and expand our agreements for water and sewer service with Kansas City this issue has again been brought to the forefront.

The issue of concern is that of the ability of the current line to serve both Kansas City and Lee's Summit with respects to the capacity of the line. This agreement allows for both entities to serve their respective areas while lessening the economic impact to the utilities to do so.

Impact/Analysis:

The cost of the meter structure will be approximately \$200,000. This cost was included in Water Utilities' FY17 budget. The overall cost to upgrade the interceptor sewer outside the Lee's Summit Corporate Boundaries is estimated at nearly than \$2,000,000. This agreement reduces the outlay of potential capital costs by approximately 90%.

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Presenter: Mark Schaufler, Director of Water Utilities

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.



AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

WHEREAS, Lee's Summit owns and operates a sewer interceptor which it constructed within the Boggs Hollow Watershed in 1976 ("Boggs Hollow Interceptor"); and,

WHEREAS, The Boggs Hollow Interceptor lies within the corporate limits of both Kansas City, Missouri and Lee's Summit, Missouri with one existing main connection in Lee's Summit and five existing main connections in Kansas City; and,

WHEREAS, the parties entered into a Cooperative Agreement for Reciprocal Sewer Service on September 1, 1966 and amended that agreement on November 1, 1976; and,

WHEREAS, the parties entered into a separate Cooperative Agreement on February 19, 2004, pertaining to sewer services to the Boggs Hollow Watershed; and,

WHEREAS, the Boggs Hollow Interceptor is connected to the 90-inch Little Blue Interceptor Sewer through a metering station on a 48-inch trunk sewer at Station 125+25 of Contract S-4 ("Boggs Hollow metering station") within Kansas City corporate limits, and the Boggs Hollow metering station is owned and maintained by the Little Blue Valley Sewer District (LBVSD); and,

WHEREAS, the total charges for sewer service for flows from the Boggs Hollow Interceptor into the Little Blue Interceptor Sewer are being determined by the LBVSD and paid by Lee's Summit; and,

WHEREAS, Kansas City is currently paying to Lee's Summit for each customer within the Kansas City portion of the Boggs Hollow watershed a monthly sewer service charge for an un-metered connection for non-resident users; and,

WHEREAS, Lee's Summit and Kansas City desire to clarify their rights and responsibilities with respect to the Boggs Hollow Interceptor and further desire to amend again the Cooperative Agreement for Reciprocal Sewer Service of 1966 in order to clarify and redefine their rights and responsibilities with respect to the Boggs Hollow Interceptor, provide for the construction of a new metering station by Lee's Summit, and provide a basis by which Kansas City will assume responsibility for paying LBVSD sewer charges for sewer flow through the Boggs Hollow Interceptor while receiving payment from Lee's Summit for its share of LBVSD charges attributable to Lee's Summit flow, which have been memorialized in the Second Amendment to Cooperative Agreement for Reciprocal Sewer Service, attached hereto as "Exhibit A."

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Second Amendment to Cooperative Agreement for Reciprocal Sewer Service, a true and accurate copy being attached hereto as "Exhibit A" and made a part hereof



by reference, be and is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations/Deputy City Attorney
Jackie McCormick Heanue

SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE

This Second Amendment to a Cooperative Agreement for Reciprocal Sewer Service ("Agreement") is entered into this ____ day of _____, 2017 (the "Effective Date"), by and between Kansas City, Missouri, a constitutionally chartered municipal corporation, through its Director of Water Services ("KCMO") and the City of Lee's Summit, Missouri, a constitutional chartered municipal corporation ("Lee's Summit").

RECITALS AND DEFINED TERMS

WHEREAS, Lee's Summit owns and operates a sewer interceptor which it constructed within the Boggs Hollow Watershed in 1976 ("Boggs Hollow Interceptor"), and the Boggs Hollow Interceptor lies within the corporate limits of both KCMO and Lee's Summit, with one existing main connection in Lee's Summit and five existing main connections in KCMO; and

WHEREAS, Lee's Summit and KCMO entered into a Cooperative Agreement for Reciprocal Sewer Service on September 1, 1966 and amended that agreement on November 1, 1976; and

WHEREAS, Lee's Summit and KCMO entered into a separate Cooperative Agreement on February 19, 2004, pertaining to sewer services to the Boggs Hollow Watershed; and

WHEREAS, the Boggs Hollow Interceptor was constructed by Lee's Summit in 1976 in two phases with federal funds and sized for the Boggs Hollow Watershed, which also lies within the corporate limits of both KCMO and Lee's Summit, with one existing main connection in Lee's Summit and five existing main connections in KCMO; and

WHEREAS, the Boggs Hollow Interceptor is connected to the 90-inch Little Blue Interceptor Sewer through a metering station on a 48-inch trunk sewer at Station 125+25 of Contract S-4 ("Boggs Hollow Metering Station") within KCMO limits, and the Boggs Hollow Metering Station is owned and maintained by the Little Blue Valley Sewer District (LBVSD); and

WHEREAS, the total charges for sewer service for flows from the Boggs Hollow Interceptor into the Little Blue Interceptor Sewer are being determined by the LBVSD and paid by Lee's Summit, and KCMO is paying to Lee's Summit for each customer within the Kansas City portion of the Boggs Hollow Watershed a monthly sewer service charge for an unmetered connection for non-resident users; and

WHEREAS, Lee's Summit and KCMO desire to clarify their rights and responsibilities with respect to the Boggs Hollow Interceptor; and

WHEREAS, Lee's Summit and KCMO desire to amend again the Cooperative Agreement for Reciprocal Sewer Service of 1966, as modified and amended in 1976 and 2004, in order to clarify and redefine their rights and responsibilities with respect to the Boggs Hollow Interceptor, to provide for the construction of a new metering station by Lee's Summit, and to provide a basis by which KCMO will assume responsibility for paying LBVSD sewer charges for sewer flow through the Boggs Hollow Interceptor while receiving payment from Lee's Summit for its share of LBVSD charges attributable to Lee's Summit flow.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained herein, it is agreed by and between KCMO and Lee's Summit as follows:

1. This is a cooperative Agreement authorized by Section 70.220, RSMo. et. seq. (2010). In accordance with Section 70.300, RSMo., a copy of this Agreement will be filed in the Office of the Secretary of State and in the Offices of the Recorder of Deeds of Jackson County. This Agreement shall be governed by and construed according to the laws of the State of Missouri.

2. It is the intent of the parties that this Second Amendment to the Cooperative Agreement for Reciprocal Sewer Service of 1966 will supersede and replace in its entirety all provisions of the separate Cooperative Agreement of February 19, 2004, pertaining to sewer services to the Boggs Hollow Watershed. As of the Effective Date of this Amendment, the separate Cooperative Agreement of February 19, 2004 is null and void and of no further force or effect.

3. Paragraph 7 of the Cooperative Agreement for Reciprocal Sewer Services of 1966 as amended 1976, is further amended by adding a new Subsection (e) as follows:

(e). Within two years from the Effective Date of this Amendment Lee's Summit will construct and install a permanent flow metering station and related appurtenances ("Lee's Summit Metering Station") on the Boggs Hollow Interceptor in the vicinity of its city limits with KCMO in or around Manhole BH-023 A map depicting, among other things, the general location of the Lee's Summit Metering Station is attached hereto and incorporated herein as "Exhibit A." Lee's Summit will be solely responsible for all costs associated with the design, construction, operation and maintenance of the Lee's Summit Metering Station. Lee's Summit agrees to construct the Lee's Summit Metering Station in accordance with standard engineering practice so that the Lee's Summit Metering Station is capable of determining flows from the Lee's Summit portion of the Boggs Hollow Interceptor for the purpose of allocating costs between KCMO and Lee's Summit.

(1) If the Lee's Summit Metering Station is to be located in a manhole upstream of its city limits with KCMO, within 90 days from the Effective Date of this Amendment, Lee's Summit agrees to install temporary meters at the locations of the proposed Lee's

Summit Metering Station and Manhole BH-023 in accordance with standards engineering practice and report flows to KCMO for at least two years to establish a measure of the inflow and infiltration into this segment of main. Lee's Summit shall update this data by metering an additional 12 months of flows every five years.

(2) Lee's Summit will submit plans and specifications for the Lee's Summit Metering Station to KCMO for review before construction. Lee's Summit will provide notice to KCMO after completion of the Lee's Summit Metering Station. KCMO will inspect the Metering Station in accordance with its ordinances and provide its notice of acceptance of the Lee's Summit Metering Station to Lee's Summit. KCMO will be granted the right of reasonable access to the Lee's Summit metering station to verify the accuracy of the meter and its reads.

(3) After completion and startup of the Lee's Summit Metering Station and acceptance of same by KCMO, KCMO and Lee's Summit will effectuate transfer of the payment responsibility for the LBVSD charges for flows recorded through the Boggs Hollow Interceptor from Lee's Summit to KCMO. Upon transfer of the LBVSD billing and charges for the Boggs Hollow Interceptor to KCMO, the charges will be apportioned between KCMO and Lee's Summit in accordance with each city's flow contribution to the Boggs Hollow Interceptor as provided for in subsection '(4)' below. Lee's Summit agrees to pay KCMO the approved charge allocation for sewer service within 30 days of receipt of the invoice. KCMO will submit payment of all charges to the LBVSD in accordance with LBVSD billing requirements.

(4) The LBVSD charges for the Boggs Hollow Interceptor will be allocated between KCMO and Lee's Summit in the following manner:

Step 1: Calculate LBVSD annual charges for the connection to the Boggs Hollow Interceptor by apportioning the total charges assessed to KCMO by LBVSD between the Boggs Hollow Interceptor and other KCMO connections using normalized flow percentages at all KCMO connections in accordance with LBVSD procedures.

Step 2: Apportion all other charges for the Boggs Hollow Interceptor connection between KCMO and Lee's Summit based on the percentage of actual flow to the interceptor, using the metered flow data obtained from the Lee's Summit and Boggs Hollow Metering Stations each quarter consistent with the LBVSD fiscal year. If the Lee's Summit Metering Station is located in a manhole upstream of its city limits with KCMO, LSMO agrees to also pay KCMO for the inflow and infiltration into the segment of main between the metering station and city

limits as determined from the temporary flow monitoring data. The analysis of flow data and the allocation of costs will be in accordance with standard engineering standards and accounting practices. Each party agrees to promptly make available to the other party all supporting documentation within their control necessary for each cost allocation determination.

(5) . Lee's Summit agrees to transfer ownership to KCMO of that portion of the Boggs Hollow Interceptor within KCMO limits. The parties agree that a Quit Claim Deed and Assignment of Sanitary Sewer Easements, Rights of Way and Infrastructure, as well as a Bill of Sale, in substantially the same form as attached hereto as Exhibit B and Exhibit C, will be suitable to acknowledge such transfer. Lee's Summit will forward the executed Affidavit of Conveyance after receipt of a counterpart of this Agreement executed on behalf of KCMO. From and after the date of such transfer, KCMO is responsible for all maintenance and repair of the portion of the Boggs Hollow Interceptor located within KCMO's city limits, and Lee's Summit is responsible for all maintenance and repair of the portion of the Boggs Hollow Interceptor located within Lee's Summit's city limits. Each party agrees that from and after the date of transfer each respective party shall assume all obligations, responsibilities, and risk of loss associated with their respective portion of the Boggs Hollow Interceptor.

(6) KCMO and Lee's Summit agree to maintain adequate capacity in their respective portions of the Boggs Hollow Interceptor within their city limits and the Boggs Hollow watershed for effective operation of the Interceptor as a whole. Subject to approval by the party's respective counsel and subject to appropriation, each party shall undertake improvements to its portion of the Boggs Hollow Interceptor as needed to maintain adequate capacity in accordance with standard engineering practice and regulatory requirements and reasonably anticipated development.

(7) KCMO and Lee's Summit agree to be responsible for their own inflow and infiltration mitigation for the Boggs Hollow Interceptor within their respective city limits. The parties further agree to report any overflows from the Boggs Hollow interceptor which occur within their city limits to regulatory agencies as required by law and to the other party to this Agreement.

(8) Lee's Summit may, in its discretion, construct additional sewer within KCMO in order to connect to a manhole on the Boggs Hollow Interceptor in the general vicinity as shown on Exhibit A for flows from reasonably anticipated development which originate within the limits of the Boggs Hollow Watershed as defined by Exhibit A. In the event Lee's Summit decides to make this connection, all of the provisions of this Agreement, including, without limitation, those provisions relating to the construction of the

metering structure, the measurement and billing for flow through the connection, shall apply. The additional sewer within KCMO shall be designed and constructed in accordance with KCMO standards and sewer extension procedures.

(9) This Amendment provides the sole basis for calculating charges to Lee's Summit for sanitary sewer flow through the Boggs Hollow Interceptor. Lee's Summit's sole responsibility for sanitary sewer related rates and charges for sewer flow through the Boggs Hollow Interceptor is limited to its share of the LBVSD charges as described in this Agreement plus charges for inflow and infiltration in the event the Lee's Summit Metering Station is located in a manhole upstream of its city limits with KCMO.

(10). Neither party may limit the amount of sewer flow deposited through the other party's connections into the Boggs Hollow Interceptor as long as the flow originates within the limits of the Boggs Hollow Watershed designated in the attached Exhibit A, subject to the requirements of Subsections (e)(6) and (e)(7) above.

4. All other sections of the Cooperative Agreement for Reciprocal Sewer Service of 1996 as amended 1976 shall remain in full force and effect.

IN WITNESS WHEREOF, this parties have executed this Amendment the date first above written.

LEE'S SUMMIT, MISSOURI

Mayor Randall L. Rhoads

APPROVED AS TO FORM:

Jackie McCormick Heanue
Chief Counsel of Management & Operations/Deputy City Attorney

KANSAS CITY, MISSOURI

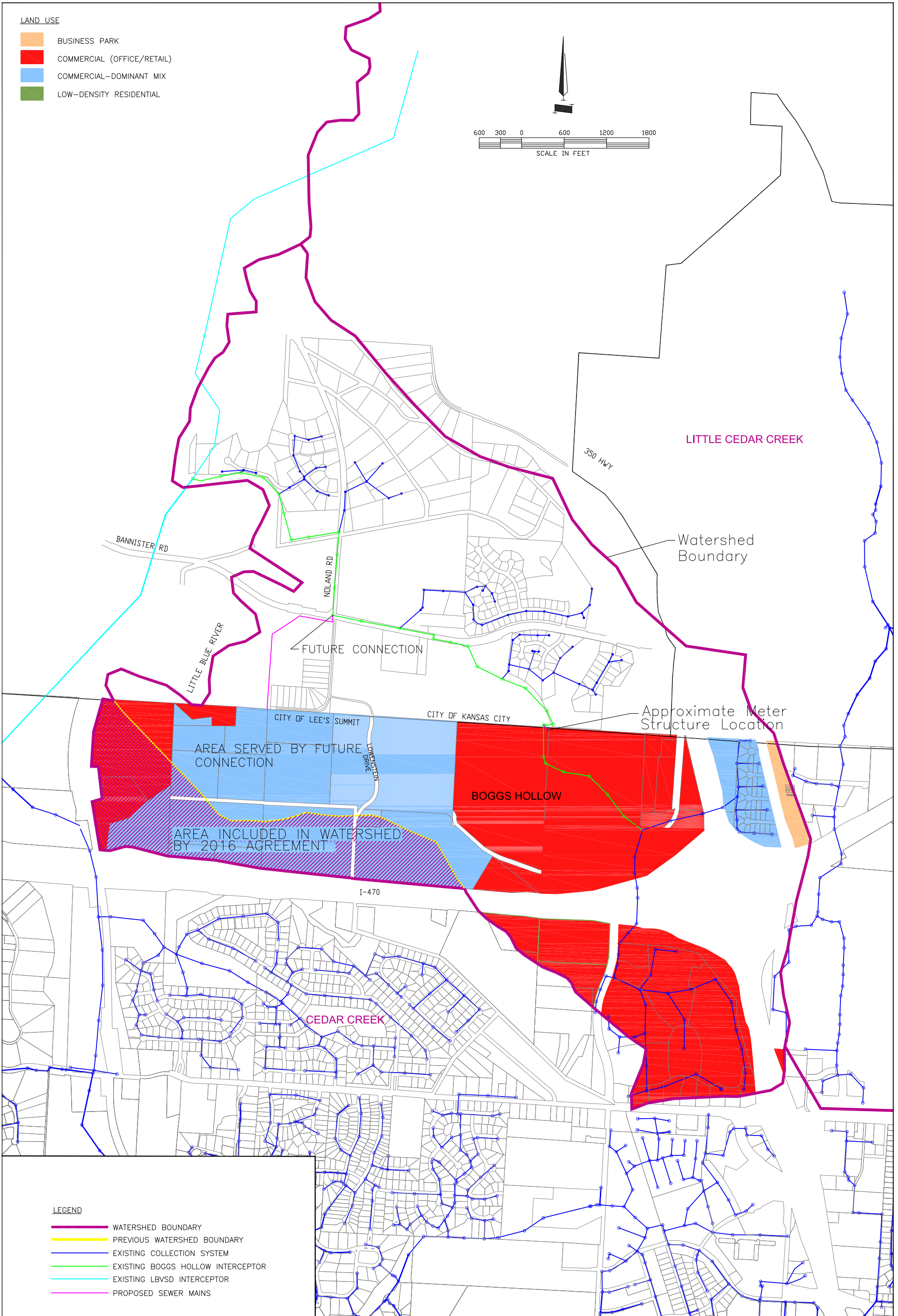
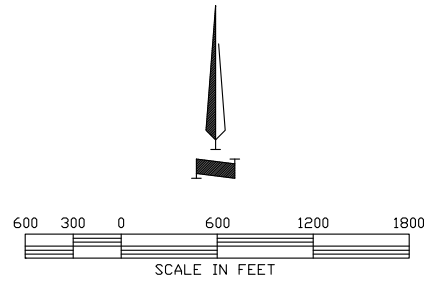
Terry Leeds, P.E. Director
Water Services Department

APPROVED AS TO FORM:

Assistant City Attorney

LAND USE

- BUSINESS PARK
- COMMERCIAL (OFFICE/RETAIL)
- COMMERCIAL-DOMINANT MIX
- LOW-DENSITY RESIDENTIAL



LEGEND

- WATERSHED BOUNDARY
- PREVIOUS WATERSHED BOUNDARY
- EXISTING COLLECTION SYSTEM
- EXISTING BOGGS HOLLOW INTERCEPTOR
- EXISTING LBVSD INTERCEPTOR
- PROPOSED SEWER MAINS



LEE'S SUMMIT
MISSOURI

WATER UTILITIES DEPARTMENT | 220 SE GREEN STREET | LEE'S SUMMIT, MO 64063

BOGGS HOLLOW INTERCEPTOR

EXHIBIT A
SITE MAP

_____ (Space Above this Line for Recording Data) _____

Title(s) of Document: Quit Claim Deed and Assignment of Sanitary Sewer Easements, Rights of Way and Infrastructure

Date of Document: _____

Grantor(s): City of Lee's Summit, Missouri

Grantor's Address: 220 SE Green Street, Lee's Summit, Missouri 64063

Grantee(s): City of Kansas City, Missouri

Grantee's Address: _____

Full Legal Description: SEE EXHIBIT A

Reference Book(s) and Page(s): N/A

QUIT CLAIM DEED AND
ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE

THIS ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY, AND INFRASTRUCTURE is made and entered into this ____ day of _____, 2017, by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri municipal corporation, with a mailing address of 220 SE Green Street, Lee's Summit, Jackson County, Missouri 64063, (hereinafter "Grantor"), and THE CITY OF KANSAS CITY, MISSOURI, a Missouri municipal corporation, of Jackson County, Missouri, with a mailing address of _____ (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor was granted a Sanitary Sewer Lines Easement (hereinafter "Sanitary Sewer Lines Easement") on or about August 15, 1977, as evidenced by Jackson County Certified Instrument No. I297591; and

WHEREAS, Grantor owns and operates a sewer interceptor which it constructed within the Boggs Hollow Watershed in 1976 ("Boggs Hollow Interceptor") , and the Boggs Hollow Interceptor lies within the corporate limits of both Grantee and Grantor, with one existing main connection in the corporate limits of Grantor and five existing main connections existing in the corporate limits of Grantee; and

WHEREAS, the parties entered into a Cooperative Agreement for Reciprocal Sewer Service on September 1, 1966 and amended that agreement on November 1, 1976; and

WHEREAS, the parties entered into a separate Cooperative Agreement on February 19, 2004, pertaining to sewer services to the Boggs Hollow Watershed; and

WHEREAS, the parties are, contemporaneous to the execution of this document, entering into a new Cooperative Agreement to more adequately outline the rights and obligations of the parties with respect to the Boggs Hollow Interceptor; and,

WHEREAS, in order to effectively administer the terms and provisions of the new Cooperative Agreement referenced herein, Grantor wishes to assign said Sanitary Sewer Lines Easement to Grantee, along with ownership and maintenance responsibility of all infrastructure contained therein, and Grantee wishes to accept the same from Grantor.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby REMISE, RELEASE and FOREVER QUIT-CLAIM unto the Grantee, its successors and assigns, any and all of Grantor's right, title and interest in and to each of the easements, rights-of-way and infrastructure contained therein as legally described on the attached "Exhibit A," as well as,

specifically, all infrastructure and appurtenances attached to and including the following manholes: 21-086, 21-085, BH-023, BH-022, BH-021, BH-020, BH-019, BH-018, BH-017, BH-016, BH-015, BH-014, BH-013, BH-012, BH-011, BH-010, BH-009, BH-008, BH-007, BH-006, BH-005, BH-004, BH-003, and BH-002, as depicted on the attached "Exhibit B" and "Exhibit C."

2. That the Grantee shall be solely responsible for the care and maintenance of said sanitary sewer lines, easements, rights of way, and infrastructure, and shall be responsible for any future damages incurred incidental to the use and operation of said sanitary sewer lines and infrastructure, and that incidental thereto the Grantee shall save and hold the Grantor harmless from any and all future obligation or liability in connection with the same.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges, and appurtenances, and subject to all restrictions, conditions and covenants thereto belonging, unto Grantee, its successors and assigns forever; so that neither Grantor nor any person or persons for it or in its name or behalf shall or will hereafter claim or demand any right, title or interest to the aforesaid rights-of-way or any part thereof, but they and each of them shall by these presents be excluded and forever barred, so that neither the Grantor nor any successor Grantor shall or will hereafter be obligated or required to perform any of the terms, conditions or covenants of said easements or other instruments with respect to such rights-of-way, and the Grantee, by acceptance hereof shall hereafter assume all duties and obligations with respect to such easements and rights-of-way.

IN WITNESS WHEREOF, the Grantor has caused this document to be executed by its Mayor and attested by the City Clerk pursuant to an Ordinance duly adopted by the City Council of the City of Lee's Summit, Missouri and the Grantee has acknowledged acceptance and receipt of this Assignment pursuant to an Ordinance duly adopted by Grantee.

THE CITY OF LEE'S SUMMIT, MISSOURI

Randall L. Rhoads, Mayor

ATTEST:

City Clerk

CITY OF KANSAS CITY, MISSOURI

By _____

ATTEST:

City Clerk

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me appeared Randall L. Rhoads, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Lee's Summit, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, pursuant to an Ordinance adopted by its City Council, and said Mayor, acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal at my office in Jackson County, Missouri, the day and year last above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the City of Kansas City, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, pursuant to an Ordinance adopted by its City Council, and said _____, acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal at my office in Jackson County, Missouri, the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A TO QUIT CLAIM DEED AND
ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE

A strip of land 15 feet wide through part of the South $\frac{1}{2}$ of Section 26, Township 48, Range 32, in Kansas City, Jackson County, Missouri, lying 7.5 feet on each side of the following described center line: Beginning on the South line of the Southeast $\frac{1}{4}$ of said Section 26, and 76.60 feet West of the Southeast corner of the Southwest $\frac{1}{4}$ thereof; thence North $22^{\circ}-06'-44''$ West, this and subsequent courses referring to the West line of the Southeast $\frac{1}{4}$ of said Section 26, as having a bearing of North $2^{\circ}-59'-25''$ East, a distance of 203.91 feet; thence North $35^{\circ}-40'32''$ West, a distance of 372.18 feet; thence North $66^{\circ}-06'-40''$ West, a distance of 380.89 feet; thence North $57^{\circ}-31'40''$ West, a distance of 381.0 feet; thence North $24^{\circ}-25'-53''$ West, a distance of 324.78 feet; thence North $76^{\circ}-35'-35''$ West, a distance of 116.71 feet to a point on corner thereof; thence continuing North $76^{\circ}-35'-35''$ West, a distance of 110.30 feet; except that part thereof in Bannister Road.

BILL OF SALE FOR SEWER INFRASTRUCTURE

THE CITY OF LEE'S SUMMIT, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri, in exchange for ONE DOLLAR AND NO/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey and transfer to THE CITY OF KANSAS CITY, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri, all of the sewer infrastructure, including sewer mains, valves, manholes, and other appurtenances which are attached to the following manholes: 21-086, 21-085, BH-023, BH-022, BH-021, BH-020, BH-019, BH-018, BH-017, BH-016, BH-015, BH-014, BH-013, BH-012, BH-011, BH-010, BH-009, BH-008, BH-007, BH-006, BH-005, BH-004, BH-003, and BH-002. A visual depiction of the infrastructure to be conveyed is attached as "Exhibit A" and "Exhibit B."

IN WITNESS WHEREOF, the above and foregoing Bill of Sale has been executed by the Mayor and attested by the City Clerk pursuant to an Ordinance duly adopted by the City Council of the City of Lee's Summit, Missouri on this _____ day of _____, 2017.

THE CITY OF LEE'S SUMMIT, MISSOURI

Randall L. Rhoads, Mayor

ATTEST:

City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

My Commission Expires:

Packet Information

File #: BILL NO. 17-30, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI. (PWC 1/30/17)

Key Issues:

Twenty sanitary sewer segments are identified for replacement in the Small Main Replacement Program. These segments are under the current standard for minimum size and in poor condition.

This agreement authorizes surveying service in accordance with an existing on-call land surveying services contract for professional services.

The survey work is necessary to complete the phases of the project that will be designed in-house.

Background:

This project is funded by the Sanitary Sewer Tap Fund and the Sewer Construction Fund and involves the replacement of approximately 5,000 feet of sewer at various locations throughout central Lee's Summit.

Sewer segments have been identified that are under the current standard for minimum size and in poor condition. These lines will be replaced to reduce I&I and potential for blockage.

Many of the sewer segments are located in backyards in substandard width easements. A land survey is needed to determine the topography of the existing sewers and for describing temporary and permanent easements.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Jeff Thorn, Assistant Director of Engineering Services Lee's Summit Water Utilities

Staff Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI.



AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City currently has in place an on-call agreement for land surveying services with Anderson Survey Company, Inc., pursuant to RFQ 2017-302-1; and,

WHEREAS, this ordinance authorizes surveying services in accordance with an existing on-call land surveying services contract for professional services; and,

WHEREAS, the surveyor selection process for RFQ 2017-302 was qualifications-based; and,

WHEREAS, the Small Main Replacement Program includes the replacement of twenty sanitary sewer segments which are under the current standard for minimum size and in poor condition; and,

WHEREAS, survey work is necessary to complete the phases of the project that will be designed in-house; and,

WHEREAS, this project is funded by the Sewer Tap Fund and the Sewer Construction Fund.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby approves the authorization of expenditure of funds in the amount of \$34,000.00 for surveying services for the Small Main Replacement Program pursuant to the current on-call agreement for land surveying services yearly contract (Renewal No. 2017—302-1) between Anderson Survey Company, Inc. and the City of Lee's Summit, a true and accurate copy of the request for survey services and response hereby approved are attached hereto and incorporated by reference as though fully set out herein.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2017.

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*



APPROVED by the Mayor of said city this _____ day of _____, 2017.

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*



LAND SURVEYORS
INDUSTRIAL MEASUREMENT SPECIALISTS

FOUNDER: JAMES P. ANDERSON 1897 — 1948

PROFESSIONAL LAND SURVEYORS
JAMES S. ANDERSON, President
OLIVER S. ANDERSON 1926-1983
ROBERT W. ANDERSON 1924-1965
THOMAS L. LANG
PHILIP J. HENEHAN
JOHN P. WEBSTER
ROBERT J. ANDERSON

December 28, 2016

City of Lee's Summit, Missouri
Department of Public Works
220 Southeast Green Street
Lee's Summit, Missouri 64063

Attention: Mr. Kevin York, P.E.

RE: Survey Proposal, Design Survey, Small Sewer Main Replacement Program, Project No. 34031783-C, Various Locations in Lee's Summit, Jackson County, Missouri

Dear Mr. York:

As you requested, we have reviewed the above project and do hereby propose to provide the surveying services needed for the design of sewer main replacements at twenty locations in Lee's Summit, according to the requested services described in your proposal dated December 14, 2016.



Based on the rate of charges in our current on call contract we estimate the cost to provide these services to be between \$32,000.00 and \$34,000.00. We propose to invoice you for the amount of time spent on the surveys, at the rates contained in the current contract, subject to the above maximum cost of \$34,000.00. Our current schedule should allow us to complete these surveys within approximately six to eight weeks of your notification to proceed. The estimated costs for each project are shown on the attached sheet.

Should you have any questions or need additional information, please feel free to call.

Sincerely,

James S. Anderson, President
ANDERSON SURVEY COMPANY, INC.

JSA:dja

 *The quiet of our estates, in a great measure, depends upon the faithfulness, understanding, and care of our surveyors.* 
Virginia Statutes, 1705

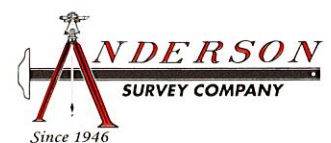
Estimated Costs for Design Surveys for Small Main Replacement Program
Project No. 34031783-C

Project No. 1 North of Maggie Street east of Douglas	\$2,350.00
Project No. 2 First Street and Madison	\$1,100.00
Project No. 3 Maple and Ward	\$2,600.00
Project No. 4 North of Maggie Street west of Green	\$2,200.00
Project No. 5 Beacon Street South of Orchard	\$2,300.00
Project No. 6 Madison and Monroe Alley	\$2,100.00
Project No. 7 Independence and 3 rd Terrace	\$2,300.00
Project No. 8 Short and Eastridge	\$1,500.00
Project No. 9 Johnson and Beacon	\$1,800.00
Project No. 10 Independence and Morningside	\$2,300.00
Project No. 11 Ward Road and Lea	\$3,100.00
Project No. 12 Oldham Parkway	\$1,250.00
Project No. 13 Blue Parkway	\$900.00
Project No. 14 4th Street Terrace and Walnut	\$900.00
Project No. 15 North of 4 th Street Terrace west of Walnut	\$1,500.00



Estimated Costs for Design Surveys for Small Main Replacement Program
Project No. 34031783-C (continued)

Project No. 16 East of 801 SE Miller	\$1,500.00
Project No. 17 9 th Street and Miller	\$1,300.00
Project No. 18 Miller north of 9 th Street	\$1,100.00
Project No. 19 9 th Street west of Miller	\$1,100.00
Project No 20 Langsford and Ridgeview	\$800.00
Total Estimated Cost	\$34,000.00



Project 34031783-C FY16 Small Main Replacement Program: Survey Request
By Kevin York, Senior Staff Engineer, City of Lee's Summit Public Works Department

Limits of the proposed Sanitary Sewer Main replacements:

1. Segment 46859 from 30-038 to 30-001CO. Beginning at manhole 30-038 located in the corner of the driveway at 103 NE Maggie Street shoot the top and flowlines of the manhole. Shoot the top and flowlines of the manholes east and west of manhole 30-038. Continue surveying to the north. Survey a strip of land 80 feet wide centered on the property lines between the homes on NE Douglas and NE Meadow Lane from the southern right of way line on NE Maggie Street to the southern property line of Lea McKeighan Park. Structure 30-001CO is buried. Coordinate with the Lee's Summit Water Utilities (LSWU) Department to pothole the upstream end of the sewer so the end of the sewer can be surveyed. Also coordinate with LSWU to pothole the water main crossing on the north side of NE Maggie Street so the top of the water main and the sewer can be surveyed.
2. Segment 47018 from 30-226 to 30-227. Beginning at manhole 30-227, survey a strip of land 30 feet wide centered along segment 47018 to a point 15 feet north of manhole 30-226. Shoot the top and flowlines of the manholes. Coordinate with LSWU to pothole two locations where water mains cross the sewer so the top of the water mains can be surveyed. The water mains are under pavement so some pavement restoration will be needed.
3. Segment 47024 from 30-232 to 30-233. Beginning at the centerline of NE Ward Road, survey a strip of land 30 feet wide along the north side of segment 47020 and a strip of land 20 feet wide along the south side of segment 47020 for a total width of 50 feet. Survey a strip of land 20 feet wide from manhole 30-233 south to the northern edge of curb on NW Maple Street between the two houses at 1008 NW Maple Street and 1006 NW Maple Street. Coordinate with LSWU to pothole the water main crossing the sewer east of manhole 30-232 so the top of the water main can be surveyed. Shoot the end of the storm pipe located east manhole 30-232.
4. Segment 50952 from 30-333 to 30-334. Beginning at manhole 30-333 located at the south edge of pavement of NE Maggie Street, shoot the top and flowlines of the manhole. Shoot the top and flowlines of the manholes east and west of manhole 30-333. Continue surveying to the north. Survey a strip of land 80 feet wide centered on the property lines between the homes on NE Meadow Lane and NE Green Street from the southern right of way line on NE Maggie Street to the southern property line of Lea McKeighan Park. Structure 30-334 is buried. Coordinate with LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed. Also coordinate with LSWU to pothole the water main crossing on the north side of NE Maggie Street so the top of the water main and the sanitary sewer can be surveyed.
5. Segment 53537 from 30-077 to 30-054. Beginning at the western right of way line of NE Beacon Drive and centered along the property line separating 301 NE Orchard Street and 403 NE Beacon Avenue, survey a strip of land 80 feet wide to the eastern property line of 307 NE Orchard Street. Shoot the top and flowlines of manhole 30-077. Manhole 30-054 cannot be located. Water Utilities will pothole the sewer to determine the upstream end of the sewer. The segment may extend farther east

of what is indicated by City GIS data. Shoot the upstream end of the sewer when it is located. Shoot the top and flowlines of manhole 30-077.

6. Segment 75392 from 30-227 to 30-277. Beginning at MH 30-227, survey a strip of land 30 feet wide to a point 30 feet south of manhole 30-277. Shoot the top and flowlines of both manholes. The Butterfields Addition plat shows the alley is 20 feet wide. Survey from the western boundary of the alley to 30 feet east of the boundary.

7. Segment 44054 from 31-289 to 31-290. Beginning at the east curb of SE Independence Avenue centered on the property lines between the homes on SE 3rd Terrace and SE Morningside Drive, survey a strip of land 80 feet wide east to the eastern property line of 609 SE 3rd Terrace. Shoot the top and flowlines of manhole 31-289. Structure 31-290 is buried. Coordinate with the LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed.

8. Segment 47202 from 31-181 to 31-154. Beginning 30 feet south of manhole 31-181, survey a strip of land extending 20 feet west of the western edge of pavement of NE Eastridge Street and 10 feet east of the western edge of pavement of NE Eastridge Street for a total width of 30 feet. Continue surveying north to the northern edge of pavement of the intersection of NE Short Street and NE Eastridge Street. Shoot the tops and flowlines of the sewer manholes and the flowlines of the storm pipe crossing NE Short Street. Coordinate with LSWU to pothole the water main crossing on the South side of NE Short Street so the top of the water main can be surveyed. The water main is under pavement so some pavement restoration will be needed.

9. Segment 53525 from 31-185 to 31-183. Beginning 10 feet southeast of manhole 31-185, survey a strip of land 80 feet wide centered along segment 53525 to the concrete storm channel near manhole 31-183. Shoot the tops and flowlines of both manholes. Also shoot the top and flowlines of manhole 31-182.

10. Segment 53529 from 31-311 to 31-399. Beginning at the east curb of SE Independence Avenue centered on the property lines between the homes on SE Morningside Drive and SE 4th Street, survey a strip of land 80 feet wide east to the eastern property line of 609 SE Morningside Drive. Shoot the top and flowlines of manhole 31-311. Structure 31-399 is buried. Coordinate with the LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed.

11. Segments 48894 and 48895 from 38-004 to 38-001CO. Beginning at the northern curb of SW Lea Drive, survey a strip of land 80 feet wide centered along the eastern property lines of the properties from 609 to 709 SW Ward Road continuing north to the southern property line of 607 SW Ward Road. The upstream end of the sewer is buried. Coordinate with LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed. GIS data indicate the sanitary sewer ends near the southern property line of 607 B SW Ward Road. It is not known if the sanitary sewer extends farther north connecting to more properties. Shoot the tops and flowlines of the two manholes in the survey area. Shoot the western edge of the concrete storm channel. Do not shoot the bottom of the channel or any property east of the channel.

12. Segment 48999 from 38-116 upstream to the end of the sewer. Beginning 10 feet southeast of manhole 38-116, survey a strip of land 50 feet wide centered along sewer segment 48999. Continue surveying northwest to the northwestern property line of 813 SW Oldham Parkway. The upstream end of the segment is buried. Coordinate with LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed. GIS data indicate the segment ending about 120 feet northwest of manhole 38-116. Video inspection of the segment shows the segment ending about 246 feet upstream of manhole 38-116 which is near the northwestern property line of 813 SW Oldham Parkway. Shoot the top and flowlines of manhole 38-232.

13. Segment 49100 from 38-227 to 38-226. Beginning 10 feet southeast of manhole 38-227, survey a strip of land 20 feet wide southwest of the southern curb along the private street and a strip of land 10 feet northeast of the curb for a total width of 30 feet. Continue surveying northwest to a point 10 feet northwest of manhole 38-226. Shoot the tops and flowlines of both manholes.

14. Segment 49106 from 38-232 to 38-004CO. Beginning at manhole 38-232, survey a strip of land 30 feet wide centered along sewer segment 49106. Structure 30-001CO is buried. Coordinate with LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed. Continue the survey to a point 10 feet southeast of the end of the sewer segment. Shoot the top and flowlines of manhole 38-232.

15. Segment 53443 from 38-232 to 38-005CO. Beginning at manhole 38-232, survey a strip of land 80 feet wide centered along the fence separating 600 and 604 SW 4th Terrace. Structure 30-001CO is buried. Coordinate with LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed. Continue the survey to the southern property line of 314 SW Walnut Street.

16. Segment 47576 from 39-062 to 39-066. Beginning at manhole 390-062, survey a strip of land 80 feet wide to a point 10 feet northeast of manhole 39-062. Shoot the top and flowlines of both manholes. Coordinate with LSWU to pothole the water main crossing on the northeast side of SE Miller Street so the top of the water main and the sewer can be surveyed.

17. Segment 47577 from 39-070 to 39-069. Beginning 10 feet east of manhole 39-070, survey a strip of land 20 feet wide south of the southern curb along SE 9th Street and a strip of land 10 feet north of the curb for a total width of 30 feet. Continue surveying west to a point 10 feet west of manhole 39-069. Shoot the tops and flowlines of both manholes.

18. Segment 53155 from 39-066 to 39-067. Beginning 10 feet northwest of manhole 39-066, survey a strip of land 20 feet wide southwest of the western curb along SE Miller Street and a strip of land 10 feet northeast of the curb for a total width of 30 feet. Continue surveying southeast to a point 10 feet southeast of manhole 39-067. Shoot the top and flowlines of manhole 39-067.

19. Segment 75585 from 39-068 to upstream end of sewer segment. Beginning 10 feet northwest at manhole 39-068, survey a strip of land 60 feet wide centered along sewer segment 75585. The upstream end of the sewer segment is buried. Coordinate with LSWU to pothole the upstream end of

the sewer so the end of the sewer can be surveyed. Continue the survey to a point 10 feet southeast of the end of the sewer segment. Shoot the top and flowlines of manhole 39-068.

20. Segment 75534 from 31-205 to 31-477. Survey the tops and flowlines of both manholes.

Items to include in the survey:

- Shoot the curbs, pavement edges, street centerlines, drainage structures, inverts of storm pipes, sanitary sewer manholes, sanitary sewer pipe inverts, sidewalks, curb ramps, driveways, shrubs, trees, landscaping, fences, signs, poles, houses, buildings, sheds, mail boxes, playground equipment and swimming pools.
- For outside drop manholes, shoot the flowlines of the top and bottom pipe.
- Arrange for utilities to be marked and survey all utilities in the project limits. Shoot all utilities including service meters meters within the project limits.
- Include all right-of-way, property lines, and easements within the project limits.
- Set control points and benchmarks for each location.

Provide an Autocad drawing of the topography including 3-D contours and a triangular irregular network surface. Also provide a text file of the survey. Use a coordinate system that matches the City of Lee's Summit geographic information system. The plan sheets will be produced using a scale of 1 inch equals 20 feet.

Packet Information

File #: BILL NO. 17-31, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A). (PWC 1/30/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A).

Key Issues:

- The NE Gateway Drive project was authorized by Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP)
- The project will be funded using cost savings from the voter-approved 2007 CIP Sales Tax Renewal
- City Staff Issue RFQ No. 2017-305 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement Policies
- Garver Engineers, LLC was selected for the project and satisfactorily conducted negotiations for scope and fee with City Staff

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A).

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A).

Background:

In February 2016 City Council approved the construction of Gateway Drive using the savings from the CIP Sales Tax Renewal fund. The work will construct approximately 800 feet of Commerce Drive from Main

Street to Tudor Road as shown in the City's 2006 and 2016 Thoroughfare Master Plan documents. The preliminary budget for the project of \$1,231,000 was authorized when the FY 2017 CIP was recommended for approval by the Planning Commission and then adopted by Council Resolution.

The primary reasons for this project are to improve emergency access and traffic operations. The City will be constructing approximately 800 feet of NE Gateway Drive to complete a neighborhood connection between Delta School Road and the Dalton's Ridge subdivision. The road will be a residential collector street with leased sidewalks street lights installed in accordance with current residential street lighting policy. The project will also complete a water main loop connection to Dalton's Ridge. Ancillary work may include small retaining walls and Design and temporary easement acquisition will occur in 2017. Pending successful easement acquisition, the project would be built in 2018.

Impact/Analysis:

This is the City's standard agreement between the City and a consulting engineering firm with regard to engineering services. This agreement will allow Garver Engineers, LLC, to provide engineering services to the City.

Timeline:

Start: Spring 2017

Finish: Fall 2018

Other Information/Unique Characteristics:

RFQ No. 2017-305 was publicly advertised starting October 20th, 2016. The RFQ combined 3 small projects, NW Commerce Drive, NE Gateway Drive and SE 5th Terrace in the submittal. The RFQ was advertised using the City's web site and www.PublicPurchase.com to notify potential vendors. 39 potential vendors viewed the RFQ, and 12 firms submitted responsive qualification submittals by the November 14, 2016 closing date. Based on the relatively small size and scope of the work, firms were selected based on submittals and no interviews were conducted. From that list of 12, three firms were selected, with a firm assigned to each project. *Walter P. Moore Inc.* was selected for NW Commerce Drive, *Garver LLC* was selected for NE Gateway, and *Allgeier, Martin and Associates Inc.* was selected for SE 5th Terrace.

Presenter: Karen Quackenbush, Staff Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A).

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A).



AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A).

WHEREAS, City intends to employ engineering services for the Gateway Drive Improvements (hereinafter "Project"); and,

WHEREAS, an Engineering firm has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and,

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment; and,

WHEREAS, the firm was selected based on qualifications based selection; and,

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for professional engineering services; and,

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the agreement for professional engineering services contract by and between the City of Lee's Summit, Missouri and Garver Engineers, LLC generally for the purpose of professional engineering services for the Gateway Drive Improvements (RFQ No. 2017-305A), a true and accurate copy being attached hereto and incorporated herein by reference is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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1.2.1 Design Surveys

Contract with Powell CWM, Inc. to provide field survey data for designing the project, and this survey will be tied to the City’s control network.

Powell CWM, Inc. will conduct field surveys, utilizing radial topography methods, at intervals and for distances along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Powell CWM, Inc. will locate buildings and other structures, streets, drainage features (including those along NE Delta School Road and NE Gateway Drive), trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Powell CWM, Inc. will establish control points for use during construction.

1.2.2 Property Surveys

Powell CWM, Inc. will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a sub consultant agreement with Powell CWM, Inc.

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Engineer will subcontract with Geotechnology, Inc. to provide geotechnical investigations and recommendations for the retaining wall structures.

Geotechnology will provide a boring plan which will include the following:

- Retaining Walls – Two (2) borings to 10 to 20-ft in depth. One boring per wall per side at max height of wall.
- Investigations for subsurface rock – Two (2) borings to 10 to 20-ft in depth.

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Furnish plans to all known utility owners potentially affected by the project at the preliminary and final design stage of plan development.

Conduct a coordination meeting among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Engineer will include the surveyed locations of the observable and marked utilities in the construction plans. Engineer will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of One Hundred Twenty Thousand Four Hundred Two Dollars (\$120,402.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of One Hundred Nine Thousand Three Hundred Two Dollars (\$109,302.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Eleven Thousand One Hundred Dollars (\$11,100.00).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
 - 1. Project Name/Task Name/RFP Number/Description of Agreement.
 - 2. Invoice Number and Date.
 - 3. Purchase Order Number issued by City.
 - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
 - 5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
 - 6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
 - 7. Cost Invoices must be categorized by Phase.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past

due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

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The Basic Services shall be completed in accordance with the following schedule:

- The basic services will be ready for construction bidding by January 31, 2018.

The Director of Public Works may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Public Works and accepted by Engineer at the time said Optional Services are authorized by the Director of Public Works.

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- A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.
- B. **NOTICE OF CLAIM:** The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

- C. **INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
- D. **SUB-CONSULTANT'S INSURANCE:** If any part of the contract is to be sublet, the Engineer shall either:
1. Cover all sub-consultants in the Engineer's liability insurance policy or,
 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.
- E. **SELF-INSURED RETENTIONS / DEDUCTIBLES:** Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.
- F. **PROFESSIONAL LIABILITY:** Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

G. **COMMERCIAL GENERAL LIABILITY POLICY**

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

- H. **AUTOMOBILE LIABILITY:** Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
1. Any Auto
 2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$500,000
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recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.

- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.

- D. **EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

In the event an emergency change in services is authorized by the Director of Public Works and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. **TERMINATION:** In the event of termination by City, if there are any services here under in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
 - 1. **Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.

2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS**: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER**: Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES**: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. **ENGINEER'S ENDORSEMENT**: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. **INSPECTION OF DOCUMENTS**: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. **INDEMNIFICATION AND HOLD HARMLESS**: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the

negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.

- L. **LIMITATION OF LIABILITY:** In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. **SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.
- W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
 City of Lee's Summit
 220 SE Green Street
 Lee's Summit, MO 64063

Director of Public Works
 City of Lee's Summit
 200 SE Green Street
 Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

Garver
 Attn: Charles Touzinsky III
 7301 West 129th Street, Suite 300
 Overland Park, KS 66213

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

Reserved.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

_____, the parties have caused this Agreement to be executed on the ____ day of _____, 20____.

_____ MM

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy Yendes, Chief Council I & Z

BY: _____
TITLE: _____

ATTEST:



GARVER
 ENGINEERS
 ARCHITECTS
 PLANNERS
 AND
 CONSTRUCTORS

Item	Amount
E-1	
E-1.....	\$ 99.00
E-2.....	\$ 114.00
E-3.....	\$ 138.00
E-4.....	\$ 161.00
E-5.....	\$ 197.00
E-6.....	\$ 246.00
E-7.....	\$ 324.00
P-1	
P-1.....	\$ 119.00
P-2.....	\$ 149.00
P-3.....	\$ 185.00
P-4.....	\$ 210.00
P-5.....	\$ 243.00
P-6.....	\$ 277.00
D-1	
D-1.....	\$ 92.00
D-2.....	\$ 108.00
D-3.....	\$ 128.00
D-4.....	\$ 149.00
T-1	
T-1.....	\$ 72.00
T-2.....	\$ 91.00
T-3.....	\$ 111.00
S-1	
S-1.....	\$ 44.00
S-2.....	\$ 58.00
S-3.....	\$ 78.00
S-4.....	\$ 112.00
S-5.....	\$ 149.00
S-6.....	\$ 169.00
2-Man Crew (Survey).....	\$ 180.00
3-Man Crew (Survey).....	\$ 224.00
2-Man Crew (GPS Survey).....	\$ 200.00
3-Man Crew (GPS Survey).....	\$ 244.00
C-1	
C-1.....	\$ 87.00
C-2.....	\$ 111.00
C-3.....	\$ 136.00
C-4.....	\$ 168.00
M-1	
M-1.....	\$ 324.00
X-1.....	\$ 57.00
X-2.....	\$ 77.00
X-3.....	\$ 107.00
X-4.....	\$ 136.00
X-5.....	\$ 167.00
X-6.....	\$ 210.00

Packet Information

File #: BILL NO. 17-32, **Version:** 2

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B). (PWC 1/30/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B).

Key Issues:

- The NW Commerce Drive project was authorized by Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP)
- The project will be funded using cost savings from the voter-approved 2007 CIP Sales Tax
- City Staff Issue RFQ No. 2017-305 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement policies
- Walter P. Moore, Inc. was selected for the project and satisfactorily conducted negotiations for scope and fee with City Staff

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B).

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B).

Background:

In February 2016, City Council approved the construction of Commerce Drive using the savings from the CIP Sales Tax Renewal fund. The work will construct approximately 800 feet of Commerce Drive from Main Street to Tudor Road as shown in the City's 2006 and 2016 Thoroughfare Master Plan documents. The

preliminary budget for the project of \$1,231,000 was authorized when the FY 2017 CIP was recommended for approval by the Planning Commission and then adopted by Council Resolution.

The primary reasons for this project are to improve economic development opportunities in the area and improve traffic safety. The project will build a dead end cul-de-sac near the intersection of Main Street and Tudor Road, and extend Commerce Drive to intersect Tudor Road in line with NW Sloan Street. This realignment will eliminate poor sight distance where Main currently crosses Tudor Road near the east end of the bridge over the railroad tracks. The project will also include water main relocation and sanitary sewer extension. These two utility improvements, couple with the road, will improve access to land that is zoned for commercial/industrial use, and improve access to land currently owned by the City. Design and right of way acquisition will occur in 2017. Pending successful right of way acquisition, the project would be built in 2018.

Impact/Analysis:

This is the City's standard agreement between the City and a consulting engineering firm with regard to engineering services. This agreement will allow Walter P. Moore to provide engineering services to the City.

Timeline:

Start: Spring 2017

Finish: Fall 2018

Other Information/Unique Characteristics:

RFQ No. 2017-305 was publicly advertised starting October 20, 2016. The RFQ combined 3 small projects, NW Commerce Drive, NE Gateway Drive and SE 5th Terrace in the submittal. The RFQ was advertised using the City's web site and www.PublicPurchase.com to notify potential vendors. At least 39 potential vendors viewed the RFQ, and 12 firms submitted responsive qualification submittals by the November 14, 2016 closing date. Based on the relatively small size and scope of the work, firms were selected based on submittals and no interviews were conducted. From that list of 12, three firms were selected, with a firm assigned to each project. *Walter P. Moore Inc.* was selected for NW Commerce Drive, *Garver LLC* was selected for NE Gateway, and *Allgeier, Martin and Associates Inc.* was selected for SE 5th Terrace.

Presenter: Karen Quackenbush, Staff Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B).

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B).



AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED THE \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B).

WHEREAS, City intends to employ engineering services for the Commerce Drive Improvements (hereinafter "Project"); and,

WHEREAS, an Engineer has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and,

WHEREAS, the Engineer represents that the firm is equipped, competent, and able to undertake such an assignment; and,

WHEREAS, the Engineer was selected based on qualifications based selection; and,

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for professional engineering services; and,

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project; and,

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the agreement, for professional engineering services contract by and between the City of Lee's Summit, Missouri and Walter P. Moore generally for the purpose of professional engineering services for the Commerce Drive Improvements (RFQ No. 2017-305B), a true and accurate copy being attached hereto and incorporated herein by reference is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*



ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this _____ day of _____, 2014.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Council Infrastructure and Zoning
Nancy K. Yendes

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Walter P. Moore (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for the Commerce Drive Improvements (hereinafter "Project"); and

WHEREAS, Engineer has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for professional engineering services; and

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project; and

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I
SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following professional engineering services to City ("Basic Services"):

PHASE 1. PRELIMINARY DESIGN

1.01. Data Collection.

- A. Attend pre-design meeting (Assumes 2 people for 2 hours with meeting minutes prepared and distributed).
- B. Develop design criteria for the project; prepare design memorandum.
- C. Complete a pre-design walk through with the City to discuss and identify the limits of the project, limits of topography and boundary information needed, and other site information which may impact the design of the project.

- D. Field data collection for the project limits as defined previously:
1. Control surveys.
 - a. *Survey research and survey coordination.*
 - b. *Process control surveys.*
 - c. *Recover and tie section corners.*
 - d. *Establish project control points.*
 - e. *Provide reference ties for project control points.*
 - f. *Recover project benchmarks.*
 - g. *Establish temporary benchmarks throughout the project as needed for design surveys.*
 2. Field surveys.
 - a. *Field survey all existing surface topographic features within the project limits.*
 - b. *Survey existing locatable property corners and include in mapping. Does not include resetting any corners.*
 - c. *Download and process design surveys.*
 - d. *Develop existing surface from surveys.*
 - e. *Provide miscellaneous pick-up surveys for critical areas outside original project limits as preliminary design progresses.*
 3. *Contact Missouri One-Call and the City to coordinate marking of underground utilities and field locate all marked or visible utilities.*
 4. *Low opening elevation of existing structures adjacent to storm sewer system and at low points.*
 5. *Off-site storm sewer structures and swales adjacent to the project.*
 6. *Field locate visible irrigation systems, if any.*
 7. *Contact utilities, obtain record facility maps, and inquire about planned upgrades.*
 8. *Expose buried utilities in critical locations to determine vertical elevation and horizontal location.*
 - a. *The Consulting Engineer shall contract with a vacuum excavation specialists for positive depth identification of buried utilities in up to five (5) locations (Assumes excavation will take place in grass and not pavement areas). The costs associated with vacuum excavation shall be paid by the Consulting Engineer to the vacuum excavation specialist.*
 - b. *Survey utility pothole locations and reflect information on drawings (Assumes 1 additional trip by Surveyor).*
- E. Ownership and abutting property information.
1. *Secure plats.*

2. Obtain ownership information. The Consulting Engineer shall contract with a City approved title company for ownership information investigations for up to six (6) tracts. The costs associated with ownership information investigations shall be paid by the Consulting Engineer to the title company.
 3. Collect record drawings on abutting projects and developments.
- F. Geotechnical investigation. The Consulting Engineer shall contract with a geotechnical firm to drill exploratory borings at defined locations to determine existing subsurface conditions. The costs associated with the work shall be paid by the Consulting Engineer to the geotechnical firm.
1. Location of public utilities at boring locations will be coordinated through Missouri One-Call and the City of Lee's Summit. City permit will be completed. Fees for permitting and/or bonding are not included. City will obtain property owner permission to access the boring locations.
 2. Four (4) borings will be drilled to depths up to 15 feet. If refusal material is encountered above the planned depth the boring will be terminated. Rock coring is not included.
 3. Laboratory testing will include geotechnical index testing such as moisture content and Atterberg limits on select samples.
 4. Preparation of a letter report addressing the following key issues: excavation considerations and depth to rock, groundwater considerations, and potentially expansive or sensitive soil and its effects on pavement support.
- G. Analyze the storm drainage needs along the Project.
1. Determine watershed areas for all streams and basins draining onto and adjacent to the proposed roadway.
 2. Determine ultimate development stormwater flows crossing or entering the proposed roadway.
 3. Create existing conditions hydraulic model.
 - a. *Analyze gutter spread at critical locations along project for design storm event.*
 - b. *Analyze enclosed system pipe capacity for design storm event.*
- H. Preliminary Geometrics.
1. Develop preferred horizontal alignment for NW Commerce Drive.
 2. Create vertical profile that minimizes impacts to adjacent properties.
 3. Evaluate grading alternatives that minimize impacts to adjacent properties.
 4. Develop Main Street cul-de-sac layout.
- 1.02.** Prepare base map at a scale of 1"=20' showing contours at 1-foot intervals, surveyed topographic features, property owner information, utility service lines and property and easement lines.
- 1.03.** Prepare preliminary plans. Anticipated plan sheets include:

- A. Cover sheet.
- B. General notes and legend.
- C. Survey reference information and alignment data sheet.
- D. Typical sections.
- E. Storm drainage design.
 - 1. Drainage area map.
 - 2. Drainage calculations.
 - 3. Storm sewer profiles.
- F. Sanitary sewer design.
 - 1. Capacity calculations.
 - 2. Sanitary sewer profiles.
- G. Plan and Profile sheets (Plan Scale 1"=20', Profile Scale Horiz. 1"=20', Vert. 1"=5').
 - 1. NW Commerce Drive.
 - 2. Main Street cul-de-sac.
- H. ADA ramp layouts.
 - I. Preliminary temporary traffic control for construction plan sheets.
 - J. Preliminary pavement marking and signing (Plan Scale 1"=50').
- K. Cross sections every 25 feet, in addition to points of interest, showing existing drives, utilities, earthwork areas and grade break information.

1.04. Perform quality assurance review.

1.05. Submit preliminary plans as necessary to utility companies for their use in preparing for relocations (Assumes no more than 8 sets of half-size plans).

1.06. Develop preliminary opinion of probable project construction costs itemized by unit of work, including contingency.

1.07. Submit preliminary plans and opinion of probable construction cost to City for review. Consulting Engineer will provide two (2) full-size and two (2) half-size sets of plans and one digital PDF set of plans suitable for printing additional copies.

1.08. Design review meeting(s) with City as necessary in connection with such preliminary work. Assumes one (1) meeting with two (2) people for two (2) hours with meeting minutes prepared and distributed.

1.09. Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans. Entire project will be walked and necessary additions/changes to the design will be noted.

1.10. Right-of-way and easements.

- A. Describe right-of-way and easements necessary to complete project. Assumes six (6) tracts will require temporary construction easements and up to eight (8) permanent easements and/or right-of-ways will be required.

1. Furnish legal descriptions sealed by a Registered Land Surveyor (RLS) licensed in the state of Missouri. Legal descriptions will also be provided in a digital format compatible with Microsoft Word.
 2. Maps and sketches as follows:
 - a. *Right-of-Way Plans. Update "Field Check" plans to reflect all proposed takings for City review. Consulting Engineer will provide two (2) full-size and two (2) half-size sets of plans and one digital PDF set of plans suitable for printing additional copies.*
 - b. *Individual exhibit drawings of takings for each ownership including:*
 - (1) Title block.
 - (2) Ownership boundaries.
 - (3) Existing rights-of-ways and easements.
 - (4) Proposed takings identified with text and graphically.
 - (5) Legend for taking type.
 - (6) Graphical scale and north arrow.
 - (7) Ownership information.
 - (8) Legal description of all takings.
 3. Furnish easement documents in a digital format compatible with Microsoft Word.
 4. Provide digital copies of sealed legal descriptions, easement documents and exhibits to City for distribution and execution.
- B. The Consulting Engineer shall stake in the field the location of rights-of-way and/or permanent easements to assist with property acquisition.
- 1.11. Consulting Engineer will be available to meet with City staff and critical stakeholders as directed by the City to discuss the project at any time throughout the project. Four (4) meetings with one (1) person for two (2) hours are budgeted.
 - 1.12. Prepare the necessary plans and applications for permit submission to and approval of sanitary sewer main extension and land disturbance permits through MDNR.
 - 1.13. Correspondence with the City on project related items via phone, fax, email, and mail. Assumes two (2) hours per week for 12 weeks.

PHASE 2. FINAL DESIGN

- 2.01. Prepare detailed plans and specifications. Anticipated plan sheets include:
 - A. Cover sheet.
 - B. General notes and legend.
 - C. Survey reference information and alignment data sheet.
 - D. Typical sections.
 - E. Storm drainage design.
 1. Finalize system layout and pipe profiles.

- 2. Update plan notes and drainage calculations.
 - F. Sanitary sewer design.
 - 1. Finalize system layout and pipe profiles.
 - 2. Update plan notes and capacity calculations.
 - G. Plan and Profile sheets (Plan Scale 1"=20', Profile Scale Horiz. 1"=20', Vert. 1"=5').
 - 1. NW Commerce Drive.
 - 2. Main Street cul-de-sac.
 - H. Intersection details.
 - I. ADA ramp details.
 - J. Final temporary traffic control for construction plan sheets.
 - K. Final pavement marking and signing.
 - L. Final cross sections and grading limits.
 - M. Erosion and sediment control (ESC) plans.
 - N. Standard and special details.
- 2.02.** Prepare project manual. City standard technical specifications shall be used for the project. Prepare special conditions, as necessary, to modify City standard technical specifications. City will prepare front-end documents for the project manual.
- 2.03.** Perform final plan quantity takeoffs and develop quantity summary tables.
- 2.04.** Perform quality assurance review.
- 2.05.** Stormwater Pollution Prevention Plan (SWPPP), including erosion and sediment control plans will be prepared. Plans shall conform to City design checklists and requirements. SWPPP shall follow City template and conform to MDNR requirements. Provide 2 copies of SWPPP manual to the City at time of bidding.
- 2.06.** Schedule and attend two (2) utility coordination meetings. These meetings will include a preliminary plan review, a right-of-way plan review meeting and a relocation status meeting.
- A. Assumes 2 people for 3 hours with meeting minutes prepared and distributed for each meeting.
 - B. Preparation of meeting agenda and list of conflicts table for each meeting.
 - C. Submit right-of-way plans as necessary to utility companies for their use in preparing for relocations.
 - D. Assist utilities with conflict coordination.
 - 1. Provide electronic base maps to all utilities for their use in developing relocation plans.
 - 2. Compile a master utility relocation drawing from the individual utility's electronic relocation plans provided above. These plans are intended

to facilitate timely and more accurate coordination among utilities and are NOT intended for construction or locating purposes.

E. Project coordination with the Utilities on project related items via phone, fax, email, and mail. Assumes two (2) hours per week for 24 weeks.

- 2.07. Prepare a detailed opinion of probable construction cost.
- 2.08. Submit final plans, specifications and opinion of probable construction cost to City for review. Consulting Engineer will provide two (2) half-size and two (2) full-size sets of plans, four (4) project manuals and one digital PDF set of plans and project manual suitable for printing additional copies.
- 2.09. Design review meeting(s) with City as necessary during preparation of detailed plans. Assumes one (1) meeting with two (2) people for two (2) hours with meeting minutes prepared and distributed.
- 2.10. Correspondence with the City on project related items via phone, fax, email, and mail. Assumes two (2) hours per week for 12 weeks.

PHASE 3. BIDDING

- 3.01. The Consulting Engineer will provide the City with digital PDF copies of the plans and specifications for distribution using QuestCDN. The City will coordinate with QuestCDN to advertise the project. The City shall be responsible for fees directly related to plan distribution and hard copies as requested.
- 3.02. Respond to bidder's requests for information during the bidding process.
- 3.03. Prepare written addenda to the bidding documents as required and or requested.
- 3.04. Arrange for and attend a pre-bid conference.
- 3.05. Arrange for, attend, and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies.

**ARTICLE II
OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following additional services, if needed by City, upon receipt of written authorization by the Director of Public Works ("Optional Services"):

- 1. **NW Commerce Sidewalk Extension.** The Consulting Engineer will complete design for the sidewalk extension along NW Commerce from NW McNary Court to NW Main Street and incorporate the information into the construction documents. Assumes all work will take place within existing right-of-way and easement acquisition will not be necessary. This task will include additional time for the following items:
 - A. Project management and coordination.
 - B. Field surveys.
 - C. Additional meetings.

- D. Utility coordination.
- E. Plan preparation.

2. Property Appraisal and Acquisition. The Consulting Engineer shall contract with a City approved appraisal company to acquire right-of-way and easements along project corridor. The costs associated with the work shall be paid by the Consulting Engineer to the appraisal company. Assumes six (6) tracts will require temporary construction easements and up to eight (8) permanent easements and/or right-of-ways will be required.

- A. Attend initial kick-off meeting with City staff and project team to discuss acquisition expectations, timeline requirements, and other pertinent issues to address upon award of project;
- B. Make determination regarding the appropriate type of appraisal in coordination with project team, City staff, and the City's outside consultants;
- C. Identify property owners, lien-holders and other interested parties, by review of certificates of title or ownership and encumbrance reports and/or other publicly available resources;
- D. Send letter to landowners describing project, appraisal, and acquisition procedures;
- E. Prepare purchase offer letters, purchase agreements, deeds, easements, and other ancillary documentation, as needed and for review and approval by the City;
- F. Present purchase package to affected owners;
- G. Following presentation of purchase offer to each owner, follow-up in-person, telephone, and/or written negotiations as required to reach agreement or determine property cannot be acquired in this manner;
- H. Coordinate closings activities with City staff, obtain mortgage releases and other documentation necessary to obtain clear title (where necessary);
- I. Provide signed acquisition documents to the City for City's acceptance and filing;
- J. Prepare and maintain negotiation notes including a detailed log of contacts, communications, and correspondence with property owners;
- K. Prepare and maintain weekly progress status spreadsheets;
- L. Consult, as necessary, with City staff and outside consultants regarding acquisition and design issues;
- M. Provide weekly progress reports by email to City staff, and in-person or phone conference reports, as needed;
- N. Maintain files for delivery to City upon completion of project.

**ARTICLE III
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

City shall provide the following services to Engineer:

- Ownership record and title searches
- Tenant names
- Available water and sewer locations, size and materials
- Copies of available reports and as-built plans
- Meeting minutes for project meetings
- Available drainage studies
- Available current and future traffic volumes
- Available plats of adjacent properties
- EJCDC Contract Documents and Division One-Special Contract Provisions
- Pay any fees associated with the permits
- Assist Consultant in gaining right of entry to private property for geotechnical exploration

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of One Hundred Fifty Thousand One Hundred Ten Dollars (\$150,110.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of One Hundred Fifteen Thousand Eight Hundred Sixty Dollars (\$115,860.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Thirty Four Thousand Two Hundred Fifty Dollars (\$34,250.00).

C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Project Name/Task Name/RFP Number/Description of Agreement.
2. Invoice Number and Date.
3. Purchase Order Number issued by City.
4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
7. Cost Invoices must be categorized by Phase.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V COMPLETION TIME

The Basic Services shall be completed in accordance with the following schedule:

- The basic services will be ready for construction bidding by January 31, 2018.

The Director of Public Works may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Public Works and accepted by Engineer at the time said Optional Services are authorized by the Director of Public Works.

ARTICLE VI INSURANCE

A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the

amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.

- B. NOTICE OF CLAIM: The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- C. INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
- D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Engineer shall either:
 - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
 - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.
- E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.
- F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

H. AUTOMOBILE LIABILITY: Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$500,000
City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability	

I. WORKERS' COMPENSATION: This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's liability program will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.

3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

ARTICLE VII MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.

D. EMERGENCY CHANGES IN SERVICES: The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an “emergency” shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

In the event an emergency change in services is authorized by the Director of Public Works and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

E. TERMINATION: In the event of termination by City, if there are any services here under in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.

1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.

2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City’s reasonable cost to mitigate or correct the effects of such termination.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.

F. COMPLIANCE WITH LAWS: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

- G. SUBLETTING ASSIGNMENT OR TRANSFER: Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. ENGINEER'S ENDORSEMENT: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. LIMITATION OF LIABILITY: In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. PROFESSIONAL RESPONSIBILITY: Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement

may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

- O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

Director of Public Works
City of Lee's Summit
200 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

Walter P. Moore
Attn: Shane Standley
920 Main Street, Tenth Floor
Kansas City, MO 64105

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

**ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT**

Reserved.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy Yendes, Chief Council I & Z

ENGINEER:

BY: _____
TITLE: _____

ATTEST:

WALTER P MOORE

Schedule RC1

BILLING RATE SCHEDULE

Infrastructure Services
2016 Standard

<u>Category</u>	<u>Rate</u>
Senior Principal.....	\$ 280.00
Principal.....	\$ 240.00
Chief Hydrologist	\$ 220.00
Managing Director	\$ 190.00
Team Director.....	\$ 185.00
Senior Project Manager	\$ 180.00
Project Manager	\$ 170.00
Senior Engineer	\$ 160.00
Engineer	\$ 130.00
Graduate Engineer.....	\$ 110.00
Senior Transportation Planner.....	\$ 175.00
Transportation Planner.....	\$ 140.00
Graduate Transportation Planner	\$ 110.00
Senior GIS Specialist	\$ 160.00
GIS Specialist	\$ 120.00
Senior Hydrologist	\$ 160.00
Hydrologist	\$ 120.00
Senior Designer	\$ 160.00
Designer	\$ 115.00
CAD Manager.....	\$ 110.00
Senior CAD Technician.....	\$ 110.00
CAD Technician.....	\$ 90.00
Senior Field Representative	\$ 140.00
Field Representative	\$ 120.00
Engineering Intern.....	\$ 70.00
Project Accountant.....	\$ 110.00
Senior Administrative Assistant	\$ 100.00
Administrative Assistant.....	\$ 70.00

Packet Information

File #: BILL NO. 17-33, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI. (PWC 1/30/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI

Key Issues:

- The City and R-7 School District entered into an Intergovernmental Agreement on January 2, 2015 for reimbursement by the City of R-7 fiber optic cable relocation costs in association with the Blackwell Interchange Project.
- The original Intergovernmental Agreement called for reimbursement of relocation costs not to exceed \$110,000 based upon uncertain cost estimates of work available at that time.
- That Intergovernmental Agreement specified that the City would pay for any additional relocation costs if the actual cost of relocation work exceeded \$110,000.
- The relocation work has commenced and unexpected costs associated with underground rock boring have caused an increase in relocation costs that will exceed the original total estimate of \$110,000.
- This modification proposed to the Intergovernmental Agreement increases the total reimbursable amount by \$27,000, for a revised total of \$138,000 to cover additional costs to complete the relocation work.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI.

Background:

Utility in conflict with the Blackwell Interchange construction must be relocated. Blackwell Interchange is a joint City and MoDOT project. Among the utilities in conflict that require relocation is R-7 fiber optic cables. Since the Blackwell Interchange Project is TIF funded and a portion of funds impact R-7 revenue, the City has entered into an intergovernmental agreement with R-7 to reimburse the fiber optic cable relocation costs incurred by R-7 in association with the Blackwell Interchange Project.

The intergovernmental agreement was executed on January 2, 2015, for the reimbursement of R-7 fiber optic cable relocation expenses by the City. The estimate of relocation work provide by the School District was \$110,000 at the time the agreement was proposed. The agreement specifies that the City will pay for the actual relocation costs, so if the relocation cost exceeds the original estimate, the City would pay the additional costs. If the actual work cost less than the estimate, then the City would have been refunded the difference.

The fiber optic cable relocation work was phased as needed with interchange construction, as well as to maintain critical communications provided by the fiber optic cable and to better coordination with co-located facilities using KCPL infrastructure. The initial phase of R-7 fiber optic cable relocation was completed in the spring of 2016. The latter phase of relocation commenced in the fall of 2016. The more recent underground relocation work unexpectedly encountered non-diggable rock material that required special tooling, time and construction methods to complete at a higher cost than originally estimated.

The projected increase in cost associated with this activity will cause the remaining work to exceed \$110,000, an amount not-to-exceed stipulated in the agreement. The additional cost and remaining work should be less than a \$27,000 change. A revised total reimbursement of \$138,000 is proposed to cover the remaining relocation work to be done. The reimbursement is funded from the Blackwell Interchange Project - East US 50 Highway Corridor TIF.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Park, PE, City Traffic Engineer

Recommendation:

Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI.



AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI.

WHEREAS, The City and R-7 School District entered into an Intergovernmental Agreement on January 2, 2015 for reimbursement by the City of R-7 fiber optic cable relocation costs in association with the Blackwell Interchange Project; and,

WHEREAS, the original Intergovernmental Agreement called for reimbursement of relocation costs not to exceed \$110,000 based upon uncertain cost estimates of work available at that time; and,

WHEREAS, that Intergovernmental Agreement specified that the City would pay for any additional relocation costs if the actual cost of relocation work exceeded \$110,000; and,

WHEREAS, this modification proposed to the Intergovernmental Agreement increases the total reimbursable amount by \$27,000 to pay for additional unforeseen relocation costs, for a revised total of \$138,000 to complete the relocation work.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby approves Modification No. 1 to the Intergovernmental Agreement approved by Ordinance No. 7554 for reimbursement of relocation of fiber optic cable by and between the City of Lee's Summit, Missouri and the Reorganized School District No. 7 of Jackson County, Missouri, a true copy of which is attached hereto and incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor of Lee's Summit is hereby authorized to executive such agreement on behalf o the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*



APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel Infrastructure and Zoning
Nancy K. Yendes

**MODIFICATION NO. 1 TO
INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT
OF RELOCATION OF FIBER OPTIC CABLE
DATED January 2, 2015,
AND APPROVED BY CITY COUNCIL BY PASSAGE OF
ORDINANCE NO. 7554 ON DECEMBER 18, 2014**

THIS MODIFICATION TO AN INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT FOR RELOCATION OF THE R-7 SCHOOL DISTRICT FIBER OPTIC CABLE AS PART OF THE CITY OF LEE'S SUMMIT'S MoDOT US/50 AND BLACKWELL ROAD INTERCHANGE PROJECT, made and entered into this ____ day of _____, 2017, by and between the **CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri Municipal Corporation and Constitutional Charter City, (hereinafter "City"), and the **REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI**, a political subdivision of the State of Missouri (hereinafter "R-7").

WITNESSETH:

WHEREAS, The City and R-7 entered into an Intergovernmental Agreement (hereinafter "Agreement") on January 2, 2015, as approved by their respective governing bodies; and

WHEREAS, such Agreement calls for reimbursement of relocation costs of a fiber optic cable not to exceed \$110,000, and such amount was set based upon estimates of the cost of work available at that time ; and

WHEREAS, such Agreement provided that the amount to be reimbursed could be increased upon mutual agreement if the cost of relocation exceeded \$110,000 upon approval by the City Council of Lee's Summit and appropriation of such additional funds; and

WHEREAS, as the work has progressed additional costs have been identified by R-7 and reported to the City, which City and R-7 agree should also be reimbursed as a part of the continuing partnership of R-7 and the City's TIF process on the project identified in the Agreement; and

WHEREAS, City and R-7 desire to amend the provision of the Agreement with respect to the amount to be paid for relocation costs only to provide for reimbursement of the additional costs identified during the project not to exceed \$138,000.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to amend **Section A.2.a, "Obligations of the City"**, and no other, of the Agreement as follows:

A. Responsibilities of the Parties

2. Obligations of the City. City Agrees to:

- a. Reimburse R-7 for the costs incurred for the relocation of its Fiber, as required by the Project, as an eligible TIF reimbursable cost from the funds from the East U.S. 50 Highway Corridor Improvement Tax Increment Financing Plan. Total reimbursement costs for Fiber relocation shall not exceed \$138,000. If the costs for the relocation exceed \$138,000, the City and R-7, upon mutual agreement, shall enter into a modification to this agreement to cover the remaining costs of the relocation, subject to the approval and appropriation by the City of Lee's Summit, City Council.

ALL OTHER TERMS REMAIN IN EFFECT

All other terms of the Agreement not specifically amended by this Modification shall remain in full force and effect.

THIS MODIFICATION NO. 1 TO AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by the governing bodies of City and R-7.

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

CITY OF LEE'S SUMMMIT

REORGANIZED SCHOOL DISTRICT NO. 7

Mayor

Deputy Superintendent

ATTEST:

ATTEST:

City Clerk

Assistant to Deputy Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant City Attorney

n/a

Packet Information

File #: BILL NO. 17-34, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (PWC 1/30/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Key Issues:

- The approved Lee's Summit Municipal Airport Master Plan provides for a ultimate runway length of 5,500 feet.
- The level of grant funding originally approved is not sufficient to cover the costs associated with design engineering to widen and extend Runway 18/36
- The city has received additional funding for design engineering to widen and extend Runway 18/36
- This grant is for \$47,805.00, 90% of the additional design engineering expense to widen and extend Runway 18/36, purchase of the property plus the commissioners' fees
- An additional grant of \$2,656.00 (5%) from the State Airport Aid Program from the Missouri Department of Transportation (MoDOT) will be used to fund this project.
- Local matching funds of \$2,656.00 (5%) are required.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF

\$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

SECOND MOTION: I move for adoption AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Background:

The approved Lee's Summit Municipal airport master plan provides for an ultimate runway length of 5,500 feet. The earthwork to accommodate the new runway length was completed by Emery Sapp and Sons in the summer of 2016. Bids for the runway pavement were received in May 2016, with Emery Sapp and Sons being the low bidder. Award of the construction of the concrete pavement for the 1,500 foot extension of the Runway 18/36 and other incidental work was made in October 2016.

The level of grant funding originally approved is not sufficient to cover the costs associated with Design Engineering to Widen and Extend Runway 18/36. This State Block grant is in the amount of \$47,805.00, additional funding for 90% of the cost for design engineering to widen and extend runway 18/36 in association with the runway improvements. An additional 5% of the project cost, \$2,651.00, will come from a State Airport Aid Agreement. Local matching funds of \$2,651.00, 5% of the project cost are required and are available from the Airport Capital Improvement Program. Local funds for this project are available from the Airport Construction Fund.

Presenter: Curt Powelson, Project Construction Manager

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 FOR ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

(\$47,805) for Design Engineering to Widen and Extend Runway 18/36 subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than Two Thousand Six Hundred Fifty-Six Dollars (\$2,656) toward the project in addition to those previously committed by the Sponsor in the Original Agreement, which represents five percent (5%) of eligible project costs. The remaining Two Thousand Six Hundred Fifty-Six Dollars, which represents five percent (5%) of the additional funds needed to complete the project, will be paid with funds from a separate grant provided under the Commission's airport aid program pursuant to section 305.230.4.1 RSMo.

(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in Amendment #1.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before February 1, 2017, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of November 31, 2015 will be extended to December 31, 2016. Paragraph (1) of Amendment #1 is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement and Amendment #1 entered into between the parties shall remain in full force and effect.

(2) ADDITIONAL PROVISIONS: Because this project will be utilizing Federal Fiscal Year 2016 funds, the following provisions are applicable:

(A) Trafficking in Persons:

1. The prohibitions against trafficking in persons (hereinafter, "Prohibitions") apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors, and individuals covered by third party contracts. Prohibitions include:

a. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

b. Procuring a commercial sex act during the period of time that the agreement is in effect; or

c. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

2. In addition to all other remedies for noncompliance that are

available to the Federal Aviation Administration (hereinafter, "FAA"), Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity:

- a. Is determined to have violated the Prohibitions; or
- b. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - i. Associated with performance under this agreement; or
 - ii. Imputed to the Sponsor or subrecipient using 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

(B) Suspension and Debarment: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and
2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(C) System for Award Management Registration and Universal Identifier:

1. Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

2. Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

a. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

b. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.

c. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B

by telephone (currently 866-608-8220) or on the web (currently at <http://fedgov/dnb/com/webform>).

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Sponsor this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

M _____

_____ MM _____

_____ MM _____

By _____

Title _____

Title _____

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

□□□□□ □□□□□□□□**MM**□□□

Nancy Yendes,
Chief Counsel of Infrastructure and Zoning

Signature of Sponsor's Attorney

Date _____

Packet Information

File #: BILL NO. 17-35, **Version:** 1

AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS. (PWC 1/30/17)

Issue/Request:

AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

Key Issues:

- City uses on-call appraisal services to support several departments
- The term of the contract is for one year, with the potential for three one-year renewals, based upon performance. Renewals limit the increase in costs from year to year.
- Work for this contract is funded by specific projects or programs approved by Council in the annual budget.
- Project Managers must identify scope and project specific funding to request services.
- Three firms were selected. The City will execute a separate contract with each firm.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

Background:

Several departments within the City require appraisal services for variety of projects. The typical users are Public Works, Parks and Recreation, Administration, Planning and Development Services. The services needed

include appraisals for commercial, industrial, residential and other properties following the Uniform Standards of Professional Appraisal Practice. Real estate appraisals will generally be used for acquiring right of way, easements, and fee simple purchases related to roadway, aviation, and utility improvements. Other uses have typically included appraisals for property the City intends to purchase or sell. When the project is a federally funded project it requires a review appraisal of the first appraisal by a separate appraisal firm. On occasion due to work load or unusual circumstances they might be asked to acquire the easements or property as part of this contract or serve as expert witnesses during eminent domain proceedings.

Staff selected three appraisal companies based on their qualifications and varied expertise among the firms. The added breadth of experience offers flexibility within the contract that would not be available if only one firm was selected. Contracting with three firms also improves responsiveness on projects by spreading the work load among firms at times when multiple large projects have required appraisal services. The firms selected will provide a wide range of services that include appraising property, reviewing appraisals, expert witness in court and acquisition of property.

Specific funding for the appraisal services is not allocated in an on-call account. The funding is sourced from specific projects or programs approved in either the Capital Improvement Plan (CIP) or annual operating budget. The budgets for each program or project include money for appraisal services, which is approved by Council as part of the annual budget process.

Impact/Analysis:

- If not approved, Staff will be unable to perform activities that need appraisal services
- The use of three firms will greatly expand the responsiveness of services
- There is no additional fiscal impact to the general fund. Funding will be provided by specific projects or programs authorized by the annually approved City Budget

Timeline:

Start: February 2017

Finish: 1 to 4 years, depending on renewal options

Other Information/Unique Characteristics:

The Public Works Department issued RFQ 2017-306 on November 17, 2016. The RFQ was advertised in the City website and www.PublicPurchase.com <<http://www.PublicPurchase.com>>. Five firms made responsive submittals that were evaluated by a six (6) member City Staff evaluation team from Public Works, Development Services and Law Department through both submittal review and interviews. The evaluation team selected the top 3 ranking firms to negotiate contracts for professional services.

Presenter: Curt Powelson, Right of Way Agent

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL

SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.



AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS

WHEREAS, City uses on-call property appraisal services to support several departments; and,

WHEREAS, The term of the individual contracts is for one year with the potential for three one-year renewals with each of the firms, passed upon performance; and,

WHEREAS, Work for this contract is funded by specific projects or programs approved by Council in the City's annual operating budget or Capital Improvement Plan; and,

WHEREAS, Project Managers must identify scope and project specific funding to request services; and,

WHEREAS, Three firms were selected, the City will execute a separate contract with each firm;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the agreements for property appraisal services yearly contract (RFQ No. 2017-306) by and between the City of Lee's Summit, Missouri and Shaner Appraisals, Inc. DBA Valbridge Property Advisors, Keller Craig & Associates and Bliss Associates, LLC generally for the purpose of property appraisal services, true and accurate copies attached hereto as Exhibits "1" "2" and "3" respectively and incorporated by reference as if fully set forth herein, are hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*



APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Zoning
Nancy K. Yendes

**AGREEMENT FOR
REAL ESTATE APPRAISAL SERVICES
RFQ 2017-306-1**

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and **Shaner Appraisals, Inc. DBA Valbridge Property Advisors** (hereinafter "Service Provider").

WITNESSETH:

WHEREAS, City intends to have services for real estate appraisals; and

WHEREAS, Service Provider has submitted a proposal for appraisal services and standard fee schedule to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for real estate appraisal services; and

WHEREAS, City desires to enter into an agreement with Service Provider to perform the services as aforementioned; and

WHEREAS, Service Provider represents that the firm is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

Service Provider shall provide the following services to the City on an as-needed basis.

Perform real estate appraisals for the purposes of market value. All appraisals must be performed in accordance with the *Uniform Standards of Professional Appraisal Practice*.

Provide appraisals for Local, State and Federally funded projects.

Provide review appraisals for Local, State and Federally funded projects.

Negotiate and acquire right-of-way, easements and fee simple property.

Provide expert testimony in eminent domain cases as required.

**ARTICLE II
SERVICES TO BE PROVIDED BY MEMORANDUM OF AUTHORIZATION**

In the event Service Provider is engaged to provide services, City and Service Provider shall enter into a written memorandum of authorization describing (a) the scope of services to be provided by Service

Provider and City, (b) compensation to the Service Provider for services to be provided, (c) required deliverables or products from the Service Provider to the City, and (d) completion times for said services. The compensation to be paid Service Provider pursuant to any memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Service Provider first entering into a written modification.

ARTICLE III LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The city will issue a Purchase Order to authorize work.

ARTICLE IV PAYMENTS TO THE SERVICE PROVIDER

For the services performed by Service Provider pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Service Provider in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Service Provider according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. The City shall make payment to Service Provider within a period not to exceed thirty (30) days from the date an acceptable and accurate invoice is received by City. All invoices shall contain the following information:
 - 1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
 - 2. Invoice Number and Date.
 - 3. City Purchase Order Number.
 - 4. Itemized statement of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from _____ through _____. City shall have the option to renew this Agreement at its discretion, for three (3) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in

effect for the following one (1) year term. Service Provider shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI INSURANCE

Service Provider shall maintain at its expense the following insurance coverage during the period of the Agreement and will provide City with certificates of insurance on all required coverage prior to commencement of any services performed pursuant to this Agreement:

A. CERTIFICATE OF INSURANCE

The Service Provider shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Service Provider shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Service Provider's rates.

B. NOTICE OF CLAIM

The Service Provider shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Service Provider shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Service Provider's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Service Provider shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

C. INDUSTRY RATING

The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Service Provider.

D. GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$250,000.00
General Aggregate:	\$250,000.00

Policy must include the following conditions:

Bodily Injury and Property Damage

Insured Contract's Contractual Liability

Additional Insured: City of Lee's Summit, Missouri

E. AUTOMOBILE LIABILITY

Policy shall protect the Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$100,000/\$300,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

F. WORKERS' COMPENSATION: As required by law.

G. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Service Provider nor has the City assessed the risk that may be applicable to the Service Provider.
2. The Service Provider's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Service Provider.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Service Provider with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Service Provider warrants that Service Provider has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that Service Provider has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF DOCUMENTS:** Payment by City to Service Provider as aforesaid in Article II shall vest in City title to all drawings, sketches, studies, analyses, reports, and other paper, documents, computer files, and material produced by Service Provider exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Service Provider shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Service Provider and City, and the compensation and completion times for said services.

- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. **Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Service Provider for all services rendered up to the date of termination.
 2. **Termination for Cause:** This Agreement may also be terminated for cause by City or Service Provider. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Service Provider for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Service Provider up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of projects in a subsequent fiscal year, this Agreement shall be terminated and Service Provider shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Service Provider but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Service Provider shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Service Provider shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. Compliance with Section 285.530.2, RSMo (E-verify enrollment), shall be required if applicable.
- F. **SUBLETTING ASSIGNMENT OR TRANSFER:** Service Provider shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Service Provider of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Service Provider's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Service Provider and consulting with him/her at such time. Conferences are to be held at the request of City or Service Provider.
- H. **INSPECTION OF DOCUMENTS:** Service Provider shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Service Provider's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- I. **INDEMNIFICATION AND HOLD HARMLESS:** Service Provider shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, or subcontractors, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto.

- J. **LIMITATION OF LIABILITY:** In no event will City be liable to Service Provider for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Service Provider pursuant to Article III of this Agreement.
- K. **PROFESSIONAL RESPONSIBILITY:** Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted standards of practice. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the services necessary to correct errors and omissions that are caused by Service Provider's failure to comply with above standard, and that are reported to Service Provider within one year from the completion of Service Provider's services for each individual project performed pursuant to this Agreement.
- L. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- M. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- N. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- O. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- P. **SAFETY:** In the performance of its services, Service Provider shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- Q. **ANTI-DISCRIMINATION CLAUSE:** Service Provider and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- R. **DELAY IN PERFORMANCE:** Neither City nor Service Provider shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Service Provider under this Agreement. Service Provider and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- S. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Service Provider. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.

T. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
City of Lee's Summit
220 SE Second Street
Lee's Summit, MO 64063

Director of Public Works
City of Lee's Summit
220 SE Second Street
Lee's Summit, MO 64063

and notices to Service Provider shall be addressed to:

Shaner Appraisals, Inc. DBA
Valbridge Property Advisors
10990 Quivira, Suite 100
Overland Park, KS 66210

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed the notice shall be considered received the third day after the date of postage.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Service Provider.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2017.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy Yendes,
Chief Counsel of Infrastructure and Zoning

SERVICE PROVIDER:

Shaner Appraisals, Inc. DBA
Valbridge Property Advisors

BY: _____
Signature

VAIRG GOLDSCROWUGH
Print Name

ATTEST:

TITLE: _____
PRESIDENT

**CITY OF LEE'S SUMMIT
APPRAISAL SERVICES
EXHIBIT A - FEE SCHEDULE**

The fee schedule is broken down into two sections setting forth:

1. Per Tract Basis
2. Hourly Basis.

City staff shall have the discretion to determine which basis for compensation to use prior to the beginning of the project.

1. **Per Tract Basis (can vary depending on number of properties and complexity of assignment):**

For City funded projects:

\$400 to \$500 per single family residential appraisal

\$1,500 for value finding short form commercial appraisal

\$2,500 to \$3,900 per standard commercial appraisal

\$125 to \$275 (associate / principal) per hour for extra work as designated by City

For state and federal funded projects:

\$ 400 to \$500 per single family residential appraisal

\$1,500 for value finding short form commercial appraisal

\$2,500 to \$3,900 per standard commercial appraisal

\$125 to \$275 (associate / principal) per hour for extra work as designated by City

2. **Hourly Basis.**

A. **Personnel Hourly Rates:**

<u>Position</u>	<u>Rate/Hour</u>
Principal Appraiser	\$275
Associate Appraiser	\$125
Technician or other:	\$90

B. **Out of Pocket Expenses:** None anticipated assuming we receive appropriate documentation from the City. Reimbursement of out of pocket expenses at cost (maps, ownership documents, long distance phone calls, filing fees, etc.)

C. **Additional Services:** Any additional services required, including meeting attendance, negotiations beyond the specific scope, testimony or any other services will be compensated for at the hourly rates and reimbursement schedule.

Appraisal review (can vary based on number of properties and complexity of assignment):

\$750 for value finding short form commercial appraisal

\$1,250 to \$1,750 per standard commercial appraisal

Respondent Name: LG

**AGREEMENT FOR
REAL ESTATE APPRAISAL SERVICES
RFQ 2017-306-2**

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and **Keller, Craig & Associates** (hereinafter "Service Provider").

WITNESSETH:

WHEREAS, City intends to have services for real estate appraisals; and

WHEREAS, Service Provider has submitted a proposal for appraisal services and standard fee schedule to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for real estate appraisal services; and

WHEREAS, City desires to enter into an agreement with Service Provider to perform the services as aforementioned; and

WHEREAS, Service Provider represents that the firm is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

Service Provider shall provide the following services to the City on an as-needed basis.

Perform real estate appraisals for the purposes of market value. All appraisals must be performed in accordance with the *Uniform Standards of Professional Appraisal Practice*.

Provide appraisals for Local, State and Federally funded projects.

Provide review appraisals for Local, State and Federally funded projects.

Negotiate and acquire right-of-way, easements and fee simple property.

Provide expert testimony in eminent domain cases as required.

**ARTICLE II
SERVICES TO BE PROVIDED BY MEMORANDUM OF AUTHORIZATION**

In the event Service Provider is engaged to provide services, City and Service Provider shall enter into a written memorandum of authorization describing (a) the scope of services to be provided by Service Provider and City, (b) compensation to the Service Provider for services to be provided, (c) required deliverables or products from the Service Provider to the City, and (d) completion times for said services. The compensation to be paid Service Provider pursuant to any memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any

work in excess of that described in Article I above authorized by this Agreement without City and Service Provider first entering into a written modification.

ARTICLE III LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The city will issue a Purchase Order to authorize work.

ARTICLE IV PAYMENTS TO THE SERVICE PROVIDER

For the services performed by Service Provider pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Service Provider in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Service Provider according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. The City shall make payment to Service Provider within a period not to exceed thirty (30) days from the date an acceptable and accurate invoice is received by City. All invoices shall contain the following information:
 - 1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
 - 2. Invoice Number and Date.
 - 3. City Purchase Order Number.
 - 4. Itemized statement of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from _____ through _____. City shall have the option to renew this Agreement at its discretion, for three (3) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Service Provider shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI INSURANCE

Service Provider shall maintain at its expense the following insurance coverage during the period of the Agreement and will provide City with certificates of insurance on all required coverage prior to commencement of any services performed pursuant to this Agreement:

A. CERTIFICATE OF INSURANCE

The Service Provider shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Service Provider shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Service Provider's rates.

B. NOTICE OF CLAIM

The Service Provider shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Service Provider shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Service Provider's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Service Provider shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

C. INDUSTRY RATING

The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Service Provider.

D. GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$250,000.00
General Aggregate:	\$250,000.00

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Additional Insured: City of Lee's Summit, Missouri

E. AUTOMOBILE LIABILITY

Policy shall protect the Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$100,000/\$300,000
--	---------------------

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

F. **WORKERS' COMPENSATION:** As required by law.

G. **GENERAL INSURANCE PROVISIONS**

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Service Provider nor has the City assessed the risk that may be applicable to the Service Provider.
2. The Service Provider's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Service Provider.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Service Provider with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

ARTICLE VII MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Service Provider warrants that Service Provider has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that Service Provider has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF DOCUMENTS:** Payment by City to Service Provider as aforesaid in Article II shall vest in City title to all drawings, sketches, studies, analyses, reports, and other paper, documents, computer files, and material produced by Service Provider exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Service Provider shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Service Provider and City, and the compensation and completion times for said services.
- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.

1. **Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Service Provider for all services rendered up to the date of termination.
 2. **Termination for Cause:** This Agreement may also be terminated for cause by City or Service Provider. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Service Provider for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Service Provider up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of projects in a subsequent fiscal year, this Agreement shall be terminated and Service Provider shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Service Provider but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Service Provider shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Service Provider shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. Compliance with Section 285.530.2, RSMo (E-verify enrollment), shall be required if applicable.
- F. **SUBLETTING ASSIGNMENT OR TRANSFER:** Service Provider shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Service Provider of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Service Provider's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Service Provider and consulting with him/her at such time. Conferences are to be held at the request of City or Service Provider.
- H. **INSPECTION OF DOCUMENTS:** Service Provider shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Service Provider's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- I. **INDEMNIFICATION AND HOLD HARMLESS:** Service Provider shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, or subcontractors, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto.
- J. **LIMITATION OF LIABILITY:** In no event will City be liable to Service Provider for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Service Provider pursuant to Article III of this Agreement.

- K. **PROFESSIONAL RESPONSIBILITY:** Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted standards of practice. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the services necessary to correct errors and omissions that are caused by Service Provider's failure to comply with above standard, and that are reported to Service Provider within one year from the completion of Service Provider's services for each individual project performed pursuant to this Agreement.
- L. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- M. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- N. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- O. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- P. **SAFETY:** In the performance of its services, Service Provider shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- Q. **ANTI-DISCRIMINATION CLAUSE:** Service Provider and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- R. **DELAY IN PERFORMANCE:** Neither City nor Service Provider shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Service Provider under this Agreement. Service Provider and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- S. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Service Provider. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.

T. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
City of Lee's Summit
220 SE Second Street
Lee's Summit, MO 64063

Director of Public Works
City of Lee's Summit
220 SE Second Street
Lee's Summit, MO 64063

and notices to Service Provider shall be addressed to:

Keller, Craig & Associates
6701 W. 64th Street, Suite 310
Overland Park, KS 66202

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed the notice shall be considered received the third day after the date of postage.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Service Provider.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2017.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy Yendes,
Chief Counsel of Infrastructure and Zoning

SERVICE PROVIDER:

Keller, Craig & Associates

BY: Tim Keller

Signature

Tim Keller

Print Name

ATTEST:

TITLE: President

EXHIBIT A

Tracts Per Project

Appraisal Type	Base Price	1-3	4-9	10-20	20 +
Value Finder/Short Form No Inspection with Owner					
Single Family	\$1,000.00	\$1,000.00	\$950.00	\$900.00	\$850.00
Duplex	\$1,000.00	\$1,000.00	\$950.00	\$900.00	\$850.00
Residential/Ag Land	\$1,000.00	\$1,000.00	\$950.00	\$900.00	\$850.00
Apartment Land/Improved	\$2,000.00	\$2,000.00	\$1,900.00	\$1,800.00	\$1,700.00
Commerical Land/Improved	\$2,000.00	\$2,000.00	\$1,900.00	\$1,800.00	\$1,700.00
Standard Full Inspection w Owners					
Single Family	\$1,250.00	\$1,250.00	\$1,187.50	\$1,125.00	\$1,062.50
Duplex	\$1,250.00	\$1,250.00	\$1,187.50	\$1,125.00	\$1,062.50
Residential/Ag Land	\$1,500.00	\$1,500.00	\$1,425.00	\$1,350.00	\$1,275.00
Land	\$1,500.00	\$1,500.00	\$1,425.00	\$1,350.00	\$1,275.00
Apartment	\$2,500.00	\$2,500.00	\$2,375.00	\$2,250.00	\$2,125.00
Commercial	\$2,500.00	\$2,500.00	\$2,375.00	\$2,250.00	\$2,125.00
Review of Value Finder/Short Form					
Single Family	\$500.00	\$500.00	\$475.00	\$450.00	\$425.00
Duplex	\$500.00	\$500.00	\$475.00	\$450.00	\$425.00
Residential/Ag Land	\$500.00	\$500.00	\$475.00	\$450.00	\$425.00
Apartment Land/Improved	\$1,000.00	\$1,000.00	\$950.00	\$900.00	\$850.00
Commerical Land/Improved	\$1,000.00	\$1,000.00	\$950.00	\$900.00	\$850.00
Review of Standard Report					
Single Family	\$625.00	\$625.00	\$593.75	\$562.50	\$531.25
Duplex	\$625.00	\$625.00	\$593.75	\$562.50	\$531.25
Residential/Ag Land	\$750.00	\$750.00	\$712.50	\$675.00	\$637.50
Land	\$750.00	\$750.00	\$712.50	\$675.00	\$637.50
Apartment	\$1,250.00	\$1,250.00	\$1,187.50	\$1,125.00	\$1,062.50
Commercial	\$1,250.00	\$1,250.00	\$1,187.50	\$1,125.00	\$1,062.50
Pretrial Testimony			\$225.00 Per hour		
Expert Witness			\$900.00 Per 1/2 half day		
			\$1,800.00 Per full day		

**AGREEMENT FOR
REAL ESTATE APPRAISAL SERVICES
RFQ 2017-306-3**

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and **Bliss Associates, LLC** (hereinafter "Service Provider").

WITNESSETH:

WHEREAS, City intends to have services for real estate appraisals; and

WHEREAS, Service Provider has submitted a proposal for appraisal services and standard fee schedule to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for real estate appraisal services; and

WHEREAS, City desires to enter into an agreement with Service Provider to perform the services as aforementioned; and

WHEREAS, Service Provider represents that the firm is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

Service Provider shall provide the following services to the City on an as-needed basis.

Perform real estate appraisals for the purposes of market value. All appraisals must be performed in accordance with the *Uniform Standards of Professional Appraisal Practice*.

Provide appraisals for Local, State and Federally funded projects.

Provide review appraisals for Local, State and Federally funded projects.

Negotiate and acquire right-of-way, easements and fee simple property.

Provide expert testimony in eminent domain cases as required.

**ARTICLE II
SERVICES TO BE PROVIDED BY MEMORANDUM OF AUTHORIZATION**

In the event Service Provider is engaged to provide services, City and Service Provider shall enter into a written memorandum of authorization describing (a) the scope of services to be provided by Service Provider and City, (b) compensation to the Service Provider for services to be provided, (c) required deliverables or products from the Service Provider to the City, and (d) completion times for said services. The compensation to be paid Service Provider pursuant to any memorandum of authorization shall be at

the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Service Provider first entering into a written modification.

ARTICLE III LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The city will issue a Purchase Order to authorize work.

ARTICLE IV PAYMENTS TO THE SERVICE PROVIDER

For the services performed by Service Provider pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Service Provider in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Service Provider according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. The City shall make payment to Service Provider within a period not to exceed thirty (30) days from the date an acceptable and accurate invoice is received by City. All invoices shall contain the following information:
 - 1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
 - 2. Invoice Number and Date.
 - 3. City Purchase Order Number.
 - 4. Itemized statement of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from _____ through _____. City shall have the option to renew this Agreement at its discretion, for three (3) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Service Provider shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI Page 2 of 7

INSURANCE

Service Provider shall maintain at its expense the following insurance coverage during the period of the Agreement and will provide City with certificates of insurance on all required coverage prior to commencement of any services performed pursuant to this Agreement:

A. CERTIFICATE OF INSURANCE

The Service Provider shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Service Provider shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Service Provider's rates.

B. NOTICE OF CLAIM

The Service Provider shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Service Provider shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Service Provider's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Service Provider shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

C. INDUSTRY RATING

The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Service Provider.

D. GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$250,000.00
General Aggregate:	\$250,000.00

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Additional Insured: City of Lee's Summit, Missouri

E. AUTOMOBILE LIABILITY

Policy shall protect the Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$100,000/\$300,000
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City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

F. WORKERS' COMPENSATION: As required by law.

G. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Service Provider nor has the City assessed the risk that may be applicable to the Service Provider.
2. The Service Provider's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Service Provider.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Service Provider with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. COVENANT AGAINST CONTINGENT FEES: Service Provider warrants that Service Provider has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that Service Provider has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. OWNERSHIP OF DOCUMENTS: Payment by City to Service Provider as aforesaid in Article II shall vest in City title to all drawings, sketches, studies, analyses, reports, and other paper, documents, computer files, and material produced by Service Provider exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation.
- C. MODIFICATIONS TO AGREEMENT: In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Service Provider shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Service Provider and City, and the compensation and completion times for said services.
- D. TERMINATION: In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
 1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days

advance written notice. City shall pay Service Provider for all services rendered up to the date of termination.

2. Termination for Cause: This Agreement may also be terminated for cause by City or Service Provider. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Service Provider for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Service Provider up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of projects in a subsequent fiscal year, this Agreement shall be terminated and Service Provider shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Service Provider but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS**: Service Provider shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Service Provider shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. Compliance with Section 285.530.2, RSMo (E-verify enrollment), shall be required if applicable.
- F. **SUBLETTING ASSIGNMENT OR TRANSFER**: Service Provider shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Service Provider of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES**: Upon reasonable advance notice and during normal business hours at Service Provider's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Service Provider and consulting with him/her at such time. Conferences are to be held at the request of City or Service Provider.
- H. **INSPECTION OF DOCUMENTS**: Service Provider shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Service Provider's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- I. **INDEMNIFICATION AND HOLD HARMLESS**: Service Provider shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, or subcontractors, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto.
- J. **LIMITATION OF LIABILITY**: In no event will City be liable to Service Provider for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Service Provider pursuant to Article III of this Agreement.

- K. **PROFESSIONAL RESPONSIBILITY:** Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted standards of practice. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the services necessary to correct errors and omissions that are caused by Service Provider's failure to comply with above standard, and that are reported to Service Provider within one year from the completion of Service Provider's services for each individual project performed pursuant to this Agreement.
- L. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- M. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- N. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- O. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- P. **SAFETY:** In the performance of its services, Service Provider shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- Q. **ANTI-DISCRIMINATION CLAUSE:** Service Provider and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- R. **DELAY IN PERFORMANCE:** Neither City nor Service Provider shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Service Provider under this Agreement. Service Provider and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- S. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Service Provider. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.
- T. **NOTICE:** Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
City of Lee's Summit
220 SE Second Street
Lee's Summit, MO 64063

Director of Public Works
City of Lee's Summit
220 SE Second Street
Lee's Summit, MO 64063

and notices to Service Provider shall be addressed to:

Bliss Associates, LLC
1000 Walnut Street, Suite 920
Kansas City, MO 64106-2145

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed the notice shall be considered received the third day after the date of postage.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Service Provider.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2017.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy Yendes,
Chief Counsel of Infrastructure and Zoning

SERVICE PROVIDER:

Bliss Associates, LLC

BY: Gregory Nitschke
Signature

GREGORY NITSCHKE
Print Name

ATTEST:

TITLE: PRESIDENT

EXHIBIT A

Pricing Schedule:

Compensation for services is typically based on the amount of time spent on appraisals, appraisal review and negotiations. Due to the multitude of property types and uses, coupled with the potential complexity of certain properties, it is difficult to estimate an accurate fee for these services based on a "per tract" basis. However, in accordance with the City of Lee's Summit request, a range of cost is outlined below. An hourly rate of \$140.00/hour was used in the formulation of these fees. Discounts may apply to multi-tract projects involving similar properties. Fees will be discussed and agreed upon prior to the initiation of any services.

Residential (Total taking)	\$1,000
Residential (Before and after)	\$1,500
Value Finding Format	\$1,000-\$1500
Standard Format	\$2,000-\$3000
Review Appraisal (Residential)	\$750
Review Appraisal (Other property types)	\$1,000-\$1,500
Negotiations	\$1,000
Trial preparation and testimony	\$185 per hour

Out-of-Pocket Expenses:

Reimbursement of out-of-pocket expenses will be at cost. These costs are not anticipated since the City of Lee's Summit is expected to provide all necessary information. In the event out-of-pocket expenses are anticipated, the City of Lee's Summit will be notified prior to any expenditure.

City of Lee's Summit
Purchasing Division
RFQ Standardized Evaluation Form

RFQ TOTAL SCORE WORKSHEET BY INDIVIDUAL COMMITTEE MEMBER

City of Lee's Summit Purchasing Division
RFQ Standardized Evaluation Form

City of Lee's Summit Purchasing Division
RFQ Standardized Evaluation Form

City of Lee's Summit Purchasing Division RFQ Standardized Evaluation Form		City of Lee's Summit Purchasing Division	City of Lee's Summit Purchasing Division	City of Lee's Summit Purchasing Division
			Member	
1	Adamson & Associates, Inc.	30	26	5
2	Bliss Associates	30	16	3
3	Donoho Appraisals	30	22	4
4	Keller, Craig & Associates, Inc.	30	16	2
5	Shaner Appraisals, Inc. DBA Valbridge Property Advisors	30	7	1

Packet Information

File #: BILL NO. 17-36, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (PWC 1/30/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Key Issues:

- The approved Lee's Summit Municipal Airport master plan provides for a ultimate runway length of 5,500 feet.
- The level of grant funding originally approved is not sufficient to cover the costs associated with Design Engineering to Widen and Extend Runway 18/36
- The city has received additional funding for design engineering to widen and extend Runway 18/36
- This State grant is for \$2,656.00 (5%) of the additional design engineering expense to widen and extend Runway 18/36.
- An additional grant of 47,805.00, 90% from the Federal Airport Aid Program from the Missouri Department of Transportation (MoDOT) will be used to fund this project.
- Local matching funds of \$2,656.00 (5%) are required.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI

HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Background:

The approved Lee's Summit Municipal airport master plan provides for an ultimate runway length of 5,500 feet. The earthwork to accommodate the new runway length was completed by Emery Sapp and Sons in the summer of 2016. Bids for the runway pavement were received in May 2016, with Emery Sapp and Sons being the low bidder. Award of the construction of the concrete pavement for the 1,500 foot extension of the Runway 18/36 and other incidental work was made in October 2016.

This State Block grant is in the amount of \$2,651.00, 5%, additional funding of the cost for design engineering to widen and extend runway 18/36 in association with the runway improvements. An additional 90% of the project cost, \$47,805.00, will come from a Federal Airport Improvement Program. Local matching funds of \$2,651.00, 5% of the project cost are required and are available from the Airport Construction Fund.

Presenter: Curt Powelson, Right of Way Agent

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.



AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, the parties entered into an Agreement executed by the Sponsor on May 23, 2011, and executed by the Commission on June 3, 2011 (hereinafter, "Original Agreement"), under which the Commission granted the sum not to exceed Twelve Thousand Five Hundred Eighty Three Dollars (\$12,583.00) to the Sponsor to assist with Design Engineering to Widen and Extend Runway 18/36; and,

WHEREAS, this State Block Grant is in the amount of \$2,656.00 (funding 5% of the cost of the design engineering to widen and extend Runway 18/36 and is to be used for the costs of the Project; and,

WHEREAS, local matching funds of \$2,656.00 (5% of the Project cost) are required and are available from the Airport Construction Fund.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution of the Second Supplemental Agreement to Airport Aid Agreement by the Mayor on behalf of the City of Lee's Summit, Missouri of a State Block Grant Agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri dated June 3, 2011 to assist with design engineering to widen and extend runway 18-36 at the Lee's Summit Municipal Airport.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*



APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Zoning
Nancy K. Yendes

(2) PROJECT TIME PERIOD: Based upon the revised project schedule, the project time period of Decemeber 31, 2015, will be extended to December 31, 2016, to allow for completion of the work. Paragraph (1) of the Supplemental Agreement is hereby amended accordingly.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Second Supplemental Agreement, the Original Agreement and previous Supplemental Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement and the previous Supplemental Agreement shall extend and apply to this Second Supplemental Agreement.

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

Title _____

By _____
Title _____

Attest:

By _____
Title _____

Approved as to Form:

Title _____

Ordinance No. _____
(if applicable)

Packet Information

File #: BILL NO. 17-37, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C) (PWC 1/30/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C)

Key Issues:

- The SE 5th Terrace project was authorized by Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP)
- City Staff Issue RFQ No. 2017-305 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement policies
- Allgeier Martin and Associates, Inc. was selected for the project and satisfactorily conducted negotiations for scope and fee with City Staff

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C)

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C)

Background:

In February 2016 City Council approved the construction of Commerce Drive using the savings from the CIP Sales Tax Renewal fund. The work will construct approximately 250 feet of SE 5th Terrace between Country Lane and Greenridge as shown in the City's 2006 and 2016 Thoroughfare Master Plan documents. The preliminary budget for the project of \$955,000 was authorized when the FY 2017 CIP was recommended for approval by the Planning Commission and then adopted by Council Resolution.

Primary reasons for this roadway extension are to improve emergency access, traffic operations, and infrastructure redundancy. The 250-foot roadway extension is located within existing right-of way that was platted when adjacent subdivisions were developed. When the subdivisions were built, neither developer was

required to build a bridge across the stream to complete the road network. SE 5th Terrace to SE Bordner Drive is an existing gap in City of Lee's Summit street network which will connect two residential areas and provide access between Prairie View Elementary School to Miller J. Fields Park.

The work consists mostly of constructing a bridge across the Tributary A2 to the East Fork of the Little Blue River. The stream is a designated floodway and a "blue line" on the map, so it will be subject to several state and federal permit reviews. This project will also include a connection of two dead end waterlines creating redundancy in the COLS water system and temporary construction easement acquisition.

Allgeier Martin and Associates Inc. was selected for this projects because of demonstrated expertise in floodplain modeling and water resources engineering capacities. Also included in this contract, as an optional service, is FEMA mapping along tributary the East Fork of Little Blue River.

The current floodway map is known to be incorrect because the bridge over the stream at Langsford was rebuilt in 2008 as part of the Langsford Road reconstruction. At the time of the Langsford Road construction, the floodway was not remapped because the bridge was built under a "no-rise" condition. The old floodway map was left unchanged which shows the stream overtops Langsford Road. Knowing that the new culvert was larger than the older bridge, and that Langsford Road has not been flooded, staff requested FEMA to revise the model prior to January 20, 2017 flood map issuance. FEMA denied the request.

Stream modeling should prove that Langsford Road does not flood, which will be beneficial to emergency response, access to Fire Station No. 6, and street closure plans during significant rain events. The mapping will also encompass road crossings at SE Battery Point and SE 3rd Street. These two streets are known to flood during significant rain events, but the existing FEMA map stops at 3rd Street and shows no overtopping. These items are known to be incorrect, so the mapping was included to more accurately reflect current impacts to traffic and program future bridge improvements.

The optional services for mapping work will be funded from the permanent transportation sales tax fund. In the past, Public Works has normally done the mapping work with bridge projects that used Transportation Fund Money. Examples include the Murray Road Bridge and bridges along Scruggs Road. Normally, if there will be changes to the FEMA special flood hazard areas on road projects, the maps are updated as part of the project. There is an opportunity, coupled with available funding, to correct the mapping at this time.

Timeline:

Start: Spring 2017

Finish: Fall 2018

Other Information/Unique Characteristics:

RFQ No. 2017-305 was publicly advertised starting October 20th, 2016. The RFQ combined 3 small projects, NW Commerce Drive, NE Gateway Drive and SE 5th Terrace in the submittal. The RFQ was advertised using the City's web site and www.PublicPurchase.com to notify potential vendors. 39 potential vendors viewed the RFQ, and 12 firms submitted responsive qualification submittals by the November 14, 2016 closing date. Based on the relatively small size and scope of the work, firms were selected based on submittals and no interviews were conducted. From that list of 12, three firms were selected, with a firm assigned to each project. *Walter P. Moore Inc.* was selected for NW Commerce Drive, *Garver LLC* was selected for NE Gateway, and Allgeier, Martin and Associates Inc. was selected for SE 5th Terrace.

Presenter: Scott Edgar, Senior Staff Engineer, Public Works Department

Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C)

The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C)



AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C).

WHEREAS, City uses consulting engineering services to support several departments; and,

WHEREAS, the terms of the contract is for engineering services for analyses, design, and permitting of SE 5th Terrace creek crossing and FEMA map revisions for tributary A-2 of East Fork of Little Blue River from NE Langsford Road to SE 3rd Street; and,

WHEREAS, work for this contract is funded by specific projects or programs approved by Council in the City's annual operating budget or Capital Improvement Plan; and,

WHEREAS, Project Managers must identify scope and project specific funding to request services; and,

WHEREAS, this firm was selected based on qualifications based selection, the City will execute a contract with the firm;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the agreement for professional engineering services contract (RFQ No. 2017-305-C) by and between the City of Lee's Summit, Missouri and Allgeier Martin and Associates, Inc. generally for the purpose of professional engineering services, a true and accurate copy attached hereto as "*Agreement for Professional Engineering Services for analyses, design ,and permitting of SE 5th Terrace creek crossing and FEMA Revisions for tributary A2 of the East Fork of Little Blue River from NE Langsford Road to SE 3rd Street.*" (RFQ No. 2017-305-C) and incorporated by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.



PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Zoning
Nancy K. Yendes

AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C),

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Allgeier Martin and Associates, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for analyses, design , and permitting of SE 5th Terrace creek crossing and FEMA map revisions for tributary A-2 of East Fork of Little Blue River from NE Langsford Road to SE 3rd Street. (hereinafter "Project"); and

WHEREAS, Engineer has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for professional engineering services; and

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project; and

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I
SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER**

(Between the City of Lee's Summit, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 5th Street Bridge, Project Number 41632272 including hydraulic engineering services for the drainage way near SE Carolina Court)

1. SERVICES

Engineer shall provide the City of Lee's Summit, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, preparation of easement descriptions for property acquisition, bidding, and limited construction phase services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of a culvert/bridge for 5th street over the East Fork of the Little Blue River with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally completing the gap in 5th Street over the East Fork.

1.1.3.2 Design of a waterline to develop a looped water system is also planned at the crossing. It is estimated that the new water line will be constructed under the East Fork to connect 2 dead-end water lines.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the improvements identified above and within the project area boundary.

1.1.3.4 Right-of-Way/Easement Acquisition services for the project. It is estimated that up to 5 separate properties will need easements/right-of-way acquired to construct the project.

1.1.3.5 Secure necessary environmental permits for the project. Correspond with FEMA, USACE and MDNR for construction and necessary permits, including preparation of SWPPP's. Cost of permits, if any, to be paid by the OWNER.

1.1.3.6 Correspond, prepare and submit a Conditional Letter of Map Revision (CLOMR), and a Letter of Map Revision (LOMR) to the appropriate regulatory agency for the purpose of modifying the effective Flood Insurance Rate Map (FIRM), as a result of the change in the hydraulic characteristic of the stream due to 5th Street Improvements.

1.1.3.7 Preliminary estimates suggest that the limits of the LOMR due to the proposed work would extend to 1300 feet upstream (south) of the 5th Street improvements. If the hydraulic analysis reveals that the effects of the proposed work will affect the FIRM beyond the estimated 1300 feet, additional surveying and hydraulic engineering services will be required and requested under Additional Services.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

- 1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate considerations and costs.
- 1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities and 12 additional stream cross sections as necessary including finish floor elevations of eleven (11) houses on the east side of the creek and eight (8) houses on the west side of the creek.
- 1.2.4 Utilities: Conduct research and investigation into existing utilities located within the project boundaries. Engineer shall:
 - 1.2.4.1 Make notification to utilities during conceptual phase/preliminary design process. Notification to be made in a specific, documentable format.
 - 1.2.4.2 Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.
 - 1.2.4.3 American Society of Civil Engineers (ASCE) National Consensus Standard titled ASCE C-138-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, shall be utilized as a guideline for classifying, coordination and research of existing subsurface utilities.
 - 1.2.4.3.1 Classification of the quality of existing subsurface utility data shall be made for the project. Such a classification will allow the project owner, engineer, and constructor to develop strategies to reduce risk, or at a minimum, to allocate risk due to existing subsurface utilities in a defined manner.
 - 1.2.4.3.2 This project shall be considered a small project, where few subsurface utilities are anticipated to be present, and/or where information about subsurface utilities is believed to be generally accurate and comprehensive. Readily available information will be utilized, along with standard utility coordination efforts, to plan and design the improvements that are to be part of this project.
 - 1.2.4.4 The ENGINEER will advise the OWNER of utility risks discovered during preliminary coordination and research efforts and recommend appropriate quality level of utility data for a given project area during the

planning stages of the project and prior to completion of the final design of the project. Quality level recommendation will take into account such items as type of project, expected utilities, available rights-of-way, project timelines, and any other information determined necessary by the ENGINEER.

1.2.4.4.1 Upon receipt of the quality level recommendation level from the ENGINEER, the OWNER will specify to the ENGINEER the desired quality level of utility data to be utilized for the project.

1.2.4.5 The ENGINEER will furnish the desired utility quality level to the OWNER in accordance with typical industry standard of care.

1.2.4.6 If determined necessary after preliminary review of potential utility conflicts, consultation with the OWNER and assigning of desired utility quality level by the OWNER, a plan shall be prepared and presented for the OWNER to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. Potholing process, if determined necessary, will include both horizontal and vertical alignment and depth details. Such details will be included in 30 percent plan completion and in final right of way plans. The ENGINEER shall make efforts to provide such information in accordance with the typical industry standard of care.

1.2.4.7 Submit utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.6 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.7 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and Job Special Provisions to show the character and extent of the Project. Since the OWNER has adopted and is familiar with the Kansas City APWA general specifications, the ENGINEER will provide the Job Special Provisions in a format that is compatible to the OWNERS contract documents, and the OWNER will provide the Contract Documents and General Specifications.

- 1.2.8. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.
- 1.2.9. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.2.10. Furnish electronic and PDF digital files of the Plans, Job Special Provisions, and general information for use by the OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

- 1.3.1 Attend and assist with answering contractor's questions arising from owner's project pre-bid conference and development of addendum information that may be necessary as a result of pre-bid conference.
- 1.3.2 Deleted
- 1.3.3 Assist OWNER in opening and evaluating bids or proposals
- 1.3.4 Assist with a project pre-construction conference.
- 1.3.5 Deleted
- 1.3.6 If requested, conduct up to 6 site visits to answer questions which may arise as to design concepts.
- 1.3.7 Provide support during construction to answer questions on intent of project plans, and if requested, review/comment on submittals.
- 1.3.8 Deleted
- 1.3.9 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.9, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation – N/A

1.5 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

- 1.5.1 Review and understand right of way and engineering construction plans.
- 1.5.2 Attend public meetings on proposed projects at the request of city staff.
- 1.5.3 Prepare legal documents using standard right-of-way and easement forms according to local requirements.
- 1.5.4 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work.
- 1.5.5 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.
- 1.5.6 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

PROJECT TEAM

Michael Atkinson, P.E., Vice President shall be the Project Manager/Engineer, and Charles Patterson, PhD, P.E. shall be the lead Hydraulics and Hydrology Engineer, and Sarah Simon, P.E. shall be the Lee's Summit Liaison Engineer for the duration of the Project, unless the ENGINEER requests and receives the OWNER's approval to appoint other personnel to these positions.

Topographic surveys, property and right of way lines, including preparation of legal descriptions for easements will be subcontracted to Anderson Surveying Company, Inc. based in Lee's Summit Missouri.

**ARTICLE II
OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER**

The following is a list of additional services which will be furnished by Engineer, if needed by City, upon receipt of written authorization by the Director of Public Works (“Optional Services”):

Hydraulic and Hydrology Services

ENGINEER shall provide the following services in association with Hydraulic and Hydrology Studies as shown in Exhibits 1, 2 and 3.

1.6.1 SE Carolina Ct Area (Generally located in an area just south of SE 3rd Street to an area north of NE Langsford Road, as shown in Exhibits 1 and 2.

1.6.1.1 Collect and review available existing data, including but not limited to survey data, topographic mapping, soil types, flyover contours, prior studies, existing hydrologic and hydraulic models, etc.

1.6.1.2 Conduct field visits as needed to verify drainage basin boundaries, land use, and other parameters needed for analysis.

1.6.1.3 Prepare a hydrologic model for the watershed to establish flowrates for the hydraulic analysis.

1.6.1.4 Prepare a hydraulic model of the unnamed tributary to the East Fork Little Blue River starting generally 200 feet (+/-) as needed upstream of SE 3rd St to the downstream side of NE Langsford Road.

1.6.1.4.1 Evaluate capacity of the SE 3rd street culvert and determine if potential improvements would reduce the flooding for homes upstream of SE 3rd Street (specifically 2129 SE 3rd Street).

1.6.1.4.2 Provide recommendations to reduce flooding for this area. Recommendations may include complete removal of culvert, removal and replacement with upgraded culvert, or potential residential buyout. A cost estimate for a culvert upgrade will be provided.

1.6.1.4.3 Include analysis of the flowrates to ensure removal or upgrading the culvert will not negatively impact downstream areas.

1.6.1.5 Perform miscellaneous field surveying as needed to provide detailed supplemental information, cross sections, verify elevations, etc., for

analysis and mapping and as-built verification of culvert under NE Langsford Road as required for LOMR preparation and submission.

- 1.6.1.6 Map the 1% annual chance floodplain boundary.
- 1.6.1.7 Map the 0.2% annual chance floodplain boundary.
- 1.6.1.8 Map the regulatory floodway.
- 1.6.1.9 Meet with the City to review the proposed mapping changes, if any.
- 1.6.1.10 Meet with the public to review the proposed mapping changes, if any.
- 1.6.1.11 Coordinate map change notification to affected property owners during LOMR preparation.

Based on City and Public comments, prepare and submit a Letter of Map Revision application.

- 1.6.1.12 Respond to FEMA comments during the review process.
- 1.6.1.13 Prepare a written report documenting the hydrologic analysis, hydraulic analysis and mapping process. Supporting mapping and computations will be included in the report.
- 1.6.1.14 Present the final mapping and report to the City and public.

1.6.2 NE Timbercreek Circle Apartments (General located immediately north of NE Langsford Road as shown on Exhibit 3).

- 1.6.2.1 Upon completion of the SE 5th Terrace hydraulic model for the proposed improvements, investigate the effects of the proposed improvements and identify, if any, impacts to the downstream structures, and prepare engineering report of the findings.

**ARTICLE III
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

City shall provide the following services to Engineer:

City Services

The City will cooperate fully with the Engineer in the development of the project, including the following:

- 1.7.1 Make available all information pertaining to the project which may be in the possession of the City.
- 1.7.2 Provide the Engineer with the City's requirements for the project.
- 1.7.3 Make provisions for the Engineer to enter upon property at the project site for the performance of his duties.

- 1.7.4 Examine all studies and layouts developed by the Engineer, obtain reviews by staff, and render decisions thereon in a prompt manner so as not to delay the Engineer.
- 1.7.5 Designate a City's employee to act as City's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the City's policies and render decisions with respect to matters covered by this agreement.
- 1.7.6 Perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.
- 1.7.7 On-site construction observation and construction contract administration.
- 1.7.8 Advertise and obtain bids for the project including distribution of plans and specifications.

ARTICLE IV PAYMENTS TO THE ENGINEER

Refer to attachment to Article IV "Rate Schedule"

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of two hundred and fifty three thousand two hundred and ninety dollars (\$253,290), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of one hundred and seventy one thousand three hundred and twelve dollars (\$171,312).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of eighty one thousand nine hundred and seventy eight dollars (\$81,978).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Project Name/Task Name/RFP Number/Description of Agreement.
2. Invoice Number and Date.
3. Purchase Order number issued by City.
4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
7. Cost Invoices must be categorized by Phase.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V COMPLETION TIME

The Basic Services shall be completed in accordance with the following schedule:

Refer to Exhibits 1, 2, &3

SE 5th Terrace Project

Assuming that the Notice to Proceed will be issued on February 13, 2017, design survey and existing site plans shall be completed around March 24, 2017.

Engineering Design (15%) with existing watershed analysis shall be completed around May 26, 2017.

Engineering Design (25%) with conceptual planning, sizing and layout of project shall be completed around July 14, 2017.

Engineering Design (50%) with preliminary recommendations shall be completed around September 1, 2017.

Engineering Design (85%) with field check design plans and cost estimates shall be completed around October 13, 2017.

Engineering Design (100%) with final plans, specifications, and estimate, including legal descriptions for the Project shall be completed around November 30, 2017.

Bid documents shall be completed around December 15, 2017.

Bidding phase time frame shall be controlled by the OWNER, but is anticipated to take place in the Winter of 2017.

Construction Phase to be determined, but may begin in late Winter thru the Spring months with paving and other surface improvements planned for late Spring or Summer of 2018.

SE Carolina Court Area and Drainageway (H & H):

Cross Section Survey, Structures finished floors, FF, Lowest Adjacent Grades, LAGS (40%) with existing watershed analysis shall be completed around October 6, 2017.

Hydraulic Analysis (75%) with conceptual planning, preliminary exhibits, and culvert sizing shall be completed around November 3, 2017.

LOMR (100%) with Exhibits and submittal to FEMA shall be completed around December 15, 2017.

The Director of Public Works may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Public Works and accepted by Engineer at the time said Optional Services are authorized by the Director of Public Works.

**ARTICLE VI
INSURANCE**

- A. CERTIFICATE OF INSURANCE: The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s).

The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.

- B. NOTICE OF CLAIM: The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- C. INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
- D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Engineer shall either:
 - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
 - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.
- E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.
- F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.
- G. COMMERCIAL GENERAL LIABILITY POLICY
Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

H. AUTOMOBILE LIABILITY: Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$500,000
City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

I. WORKERS' COMPENSATION: This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's liability program will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.

6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.

- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.

- D. **EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

In the event an emergency change in services is authorized by the Director of Public Works and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
 2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER:** Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.

- I. **ENGINEER'S ENDORSEMENT:** Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. **INSPECTION OF DOCUMENTS:** Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. **INDEMNIFICATION AND HOLD HARMLESS:** Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. **LIMITATION OF LIABILITY:** In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents

Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.

- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.
- W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

Director of Public Works
City of Lee's Summit
200 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

Michael Atkinson, P.E.
Vice President
Allgeier Martin and Associates, Inc
Consulting Engineers
7231 East 24th Street
Joplin, Missouri 64804

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

**ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT**

Reserved.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ____ day of _____, 2017.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Deputy City Attorney

ENGINEER:

Allgeier Martin and Associates, Inc.

BY: _____

TITLE: _____

ATTEST:

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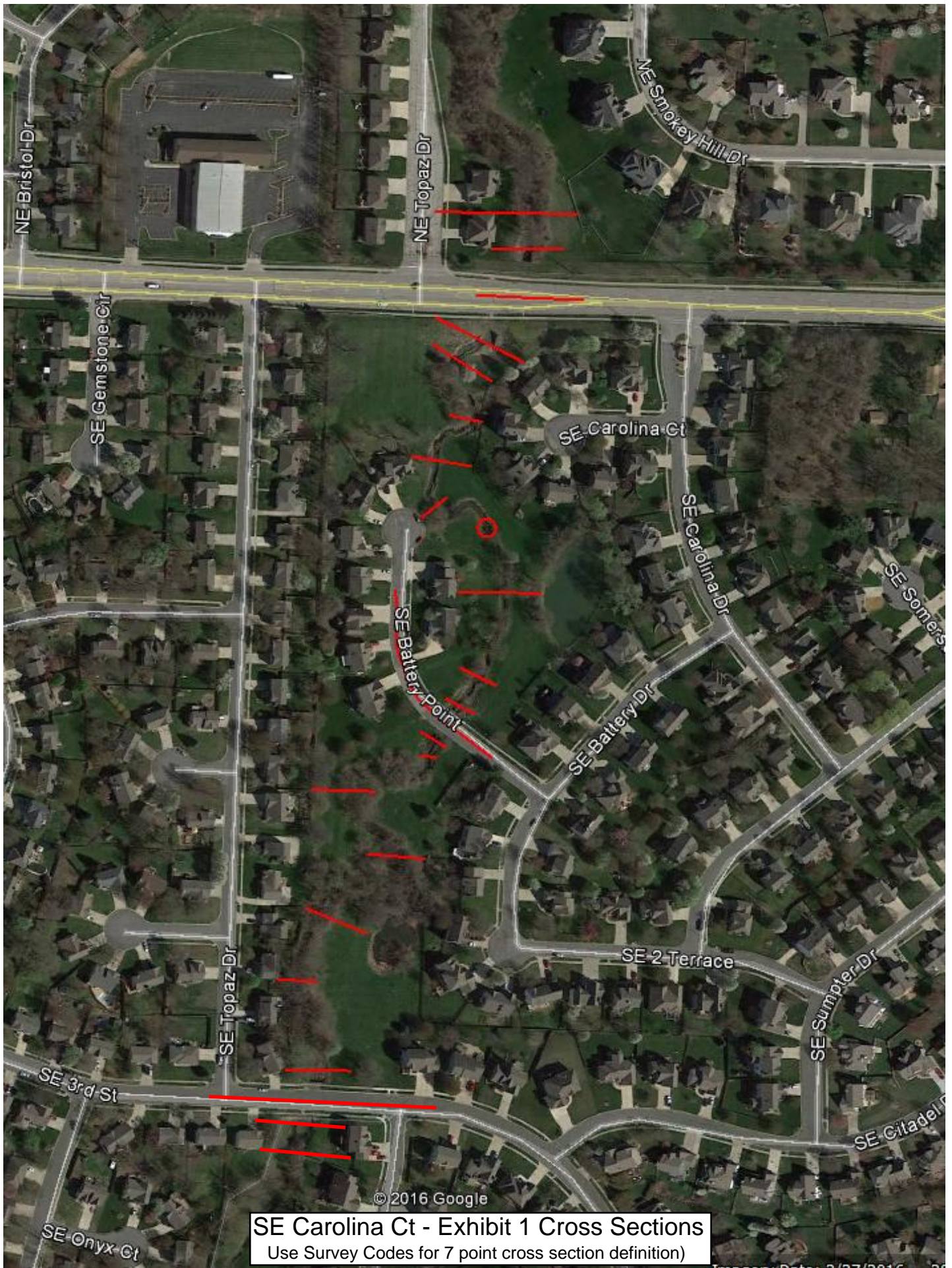
<u>Conceptual Design Phase</u>			
Principle/Engineer III	40	\$175.00	\$7,000.00
Designer/Technician III	40	\$108.00	\$4,320.00
<u>Hydrology and Hydraulics (CLOMR & LOMR)</u>			
Principle/Engineer IV (Hydraulic Engineer)	180	\$191.00	\$34,380.00
<u>Preliminary Design Phase</u>			
Principle/Engineer III	80	\$175.00	\$14,000.00
Designer/Technician III	100	\$108.00	\$10,800.00
Secretary/Assistant	20	\$72.00	\$1,440.00
<u>Final Design Phase</u>			
Principle/Engineer III	60	\$175.00	\$10,500.00
Project Manager/Engineer II	100	\$155.00	\$15,500.00
Designer/Technician III	90	\$108.00	\$9,720.00
Secretary/Assistant	20	\$72.00	\$1,440.00
<u>Construction Phase (Including Bidding Assistance)</u>			
Principle/Engineer III (Bidding Assistance)	40	\$175.00	\$7,000.00
Principle/Engineer III (Construction)	100	\$175.00	\$17,500.00
Secretary/Assistant	10	\$72.00	\$720.00
<u>Other Direct Costs</u>			
Travel @ \$0.54/Mi.	4800	\$ 0.54 per mile	\$2,592.00
Anderson Surveying (Topographic, Legals and Easement Docs.)			\$16,000.00

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<u>Subcontract Pass-Through Costs</u>			
FEMA Review Fee for CLOMR (Mandatory)			\$7,500.00
FEMA Review Fee for LOMR (From As-Builts)			\$9,100.00
Palmerton & Parrish (Geotechnical-Subsurface Investigation)			\$1,800.00

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SE Carolina Ct - Exhibit 1 Cross Sections
Use Survey Codes for 7 point cross section definition)

Packet Information

File #: BILL NO. 17-38, **Version:** 2

AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT. (PWC 1/30/17)

Issue/Request:

AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Key Issues:

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Background:

The Public Works Committee is being asked to consider approval of a Second Amendment to Cooperative Agreement for Reciprocal Sewer Service between the City of Lee's Summit and the City of Kansas City that will

further clarify the rights and responsibilities of each entity with regard to sewer infrastructure located in the Boggs Hollow watershed, which traverses the corporate limits of both cities.

In order to effectuate the intent of the Cooperative Agreement, it is necessary for the City of Lee's Summit to formally convey legal ownership of certain sewer infrastructure that is physically located in the corporate limits of the City of Kansas City to the City of Kansas City. Doing so will ensure that Kansas City will be responsible for future maintenance responsibilities of the infrastructure, and will eliminate further confusion as to responsibilities in the future.

The Quit Claim Deed and Assignment of Sanitary Sewer Line Easements, Rights of Way, and Infrastructure will convey legal title to any and all interests in real property in the Boggs Hollow Watershed held by the City of Lee's Summit which is located in the corporate limits of Kansas City, Missouri, and also identifies and conveys related infrastructure owned by the City of Lee's Summit. The Bill of Sale for Sewer Infrastructure further identifies the infrastructure to be conveyed.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Mark Schaufler, Director of Water Utilities

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

_____ (Space Above this Line for Recording Data) _____

Title(s) of Document: Quit Claim Deed and Assignment of Sanitary Sewer Easements, Rights of Way and Infrastructure

Date of Document: _____

Grantor(s): City of Lee's Summit, Missouri

Grantor's Address: 220 SE Green Street, Lee's Summit, Missouri 64063

Grantee(s): City of Kansas City, Missouri

Grantee's Address: _____

Full Legal Description: SEE EXHIBIT A

Reference Book(s) and Page(s): N/A

QUIT CLAIM DEED AND
ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE

THIS ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY, AND INFRASTRUCTURE is made and entered into this ____ day of _____, 2017, by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri municipal corporation, with a mailing address of 220 SE Green Street, Lee's Summit, Jackson County, Missouri 64063, (hereinafter "Grantor"), and THE CITY OF KANSAS CITY, MISSOURI, a Missouri municipal corporation, of Jackson County, Missouri, with a mailing address of _____ (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor was granted a Sanitary Sewer Lines Easement (hereinafter "Sanitary Sewer Lines Easement") on or about August 15, 1977, as evidenced by Jackson County Certified Instrument No. I297591; and

WHEREAS, Grantor owns and operates a sewer interceptor which it constructed within the Boggs Hollow Watershed in 1976 ("Boggs Hollow Interceptor") , and the Boggs Hollow Interceptor lies within the corporate limits of both Grantee and Grantor, with one existing main connection in the corporate limits of Grantor and five existing main connections existing in the corporate limits of Grantee; and

WHEREAS, the parties entered into a Cooperative Agreement for Reciprocal Sewer Service on September 1, 1966 and amended that agreement on November 1, 1976; and

WHEREAS, the parties entered into a separate Cooperative Agreement on February 19, 2004, pertaining to sewer services to the Boggs Hollow Watershed; and

WHEREAS, the parties are, contemporaneous to the execution of this document, entering into a new Cooperative Agreement to more adequately outline the rights and obligations of the parties with respect to the Boggs Hollow Interceptor; and,

WHEREAS, in order to effectively administer the terms and provisions of the new Cooperative Agreement referenced herein, Grantor wishes to assign said Sanitary Sewer Lines Easement to Grantee, along with ownership and maintenance responsibility of all infrastructure contained therein, and Grantee wishes to accept the same from Grantor.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby REMISE, RELEASE and FOREVER QUIT-CLAIM unto the Grantee, its successors and assigns, any and all of Grantor's right, title and interest in and to each of the easements, rights-of-way and infrastructure contained therein as legally described on the attached "Exhibit A," as well as,

specifically, all infrastructure and appurtenances attached to and including the following manholes: 21-086, 21-085, BH-023, BH-022, BH-021, BH-020, BH-019, BH-018, BH-017, BH-016, BH-015, BH-014, BH-013, BH-012, BH-011, BH-010, BH-009, BH-008, BH-007, BH-006, BH-005, BH-004, BH-003, and BH-002, as depicted on the attached "Exhibit B" and "Exhibit C."

2. That the Grantee shall be solely responsible for the care and maintenance of said sanitary sewer lines, easements, rights of way, and infrastructure, and shall be responsible for any future damages incurred incidental to the use and operation of said sanitary sewer lines and infrastructure, and that incidental thereto the Grantee shall save and hold the Grantor harmless from any and all future obligation or liability in connection with the same.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges, and appurtenances, and subject to all restrictions, conditions and covenants thereto belonging, unto Grantee, its successors and assigns forever; so that neither Grantor nor any person or persons for it or in its name or behalf shall or will hereafter claim or demand any right, title or interest to the aforesaid rights-of-way or any part thereof, but they and each of them shall by these presents be excluded and forever barred, so that neither the Grantor nor any successor Grantor shall or will hereafter be obligated or required to perform any of the terms, conditions or covenants of said easements or other instruments with respect to such rights-of-way, and the Grantee, by acceptance hereof shall hereafter assume all duties and obligations with respect to such easements and rights-of-way.

IN WITNESS WHEREOF, the Grantor has caused this document to be executed by its Mayor and attested by the City Clerk pursuant to an Ordinance duly adopted by the City Council of the City of Lee's Summit, Missouri and the Grantee has acknowledged acceptance and receipt of this Assignment pursuant to an Ordinance duly adopted by Grantee.

THE CITY OF LEE'S SUMMIT, MISSOURI

Randall L. Rhoads, Mayor

ATTEST:

City Clerk

CITY OF KANSAS CITY, MISSOURI

By _____

ATTEST:

City Clerk

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me appeared Randall L. Rhoads, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Lee's Summit, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, pursuant to an Ordinance adopted by its City Council, and said Mayor, acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal at my office in Jackson County, Missouri, the day and year last above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the City of Kansas City, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, pursuant to an Ordinance adopted by its City Council, and said _____, acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal at my office in Jackson County, Missouri, the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A TO QUIT CLAIM DEED AND
ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE

A strip of land 15 feet wide through part of the South $\frac{1}{2}$ of Section 26, Township 48, Range 32, in Kansas City, Jackson County, Missouri, lying 7.5 feet on each side of the following described center line: Beginning on the South line of the Southeast $\frac{1}{4}$ of said Section 26, and 76.60 feet West of the Southeast corner of the Southwest $\frac{1}{4}$ thereof; thence North $22^{\circ}-06'-44''$ West, this and subsequent courses referring to the West line of the Southeast $\frac{1}{4}$ of said Section 26, as having a bearing of North $2^{\circ}-59'-25''$ East, a distance of 203.91 feet; thence North $35^{\circ}-40'32''$ West, a distance of 372.18 feet; thence North $66^{\circ}-06'-40''$ West, a distance of 380.89 feet; thence North $57^{\circ}-31'40''$ West, a distance of 381.0 feet; thence North $24^{\circ}-25'-53''$ West, a distance of 324.78 feet; thence North $76^{\circ}-35'-35''$ West, a distance of 116.71 feet to a point on corner thereof; thence continuing North $76^{\circ}-35'-35''$ West, a distance of 110.30 feet; except that part thereof in Bannister Road.

BILL OF SALE FOR SEWER INFRASTRUCTURE

THE CITY OF LEE'S SUMMIT, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri, in exchange for ONE DOLLAR AND NO/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey and transfer to THE CITY OF KANSAS CITY, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri, all of the sewer infrastructure, including sewer mains, valves, manholes, and other appurtenances which are attached to the following manholes: 21-086, 21-085, BH-023, BH-022, BH-021, BH-020, BH-019, BH-018, BH-017, BH-016, BH-015, BH-014, BH-013, BH-012, BH-011, BH-010, BH-009, BH-008, BH-007, BH-006, BH-005, BH-004, BH-003, and BH-002. A visual depiction of the infrastructure to be conveyed is attached as "Exhibit A" and "Exhibit B."

IN WITNESS WHEREOF, the above and foregoing Bill of Sale has been executed by the Mayor and attested by the City Clerk pursuant to an Ordinance duly adopted by the City Council of the City of Lee's Summit, Missouri on this _____ day of _____, 2017.

THE CITY OF LEE'S SUMMIT, MISSOURI

Randall L. Rhoads, Mayor

ATTEST:

City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

My Commission Expires:

Packet Information

File #: BILL NO. 17-39, **Version:** 1

AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES. (F&BC 2/6/17)

Issue/Request:

AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES.

Key Issues:

The City has agreements with several providers for many benefits that its' employees receive. Some of these agreements will expire in the 2017 - 2018 fiscal year. Selection of a broker will allow the City to leverage resources to continue providing a broader scope of services, better benefits for employees and contain costs. The City has historically engaged the services of an insurance consultant to assist in benefits processes, but has determined that the level of service available from a full service brokerage firm will be an enhancement of the City's ability to provide competitive benefits to its employees for a modest cost increase over that which is already being spent.

Services Included by Brokerage Firm:

- A dedicated team of professionals to provide consistency in our services offered to employees
- On-site support as needed
- Customized reporting
- Increased employee benefits communication
- Compliance assistance with legislative updates, federal, state and local laws and professional opinion letters
- Funding and plan design analysis
- Program marketing
- Ancillary and Voluntary coverage analysis and implementation
- Development and implementation of a long term wellness strategy
- Client Education and Training

Proposed City Council Motion:

FIRST MOTION: AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES

MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES. I MOVE FOR SECOND READING.

SECOND MOTION: AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES. I MOVE FOR ADOPTION.

Background:

With the increasing complexities of HR Law and Benefits programs (i.e. ACA, FLSA, etc.) the need for the City to stay compliant and to assist the HR staff with the myriad of benefit and employment law changes will need to utilize services of a broker that has the capacity to ensure appropriate information and services are provided in a consistent and timely manner.

In response to the City's desire to procure the services of an insurance and employee benefit brokerage and consulting firm, the Procurement and Contract Services Division issued RFP No. 2017-060. The RFP was posted on the City's website, as well as the City's e-procurement system, Public Purchase, which notified 314 possible vendors and was e-mailed directly to 15 possible vendors. A total of five (5) firms submitted proposals as of the closing date of the RFP.

Based upon the evaluation of bid responses, as well as the comparative cost analysis conducted by Procurement and Contract Services Division, the project evaluation committee recommended award of RFP No. 2017-060 to Holmes Murphy & Associates, LLC.

Impact/Analysis:

Benefits to be received by the City from the provision of insurance brokerage and consulting services include:

- Aggressive negotiations during annual renewals
- Decrease cost to the City for benefits services
- Increased efficiency and assistance to staff by providing higher level of support in the areas of communication and technology
- Increase level of available technology for the effective use of current tools and services
- Support for employees and families to make informed benefit selections

Presenter: Denise Kelly, Director of Human Resources

Recommendation: STAFF RECOMMENDS AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS

File #: BILL NO. 17-39, **Version:** 1

WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES.

Committee Recommendation: Finance and Budget Committee meets on Monday, February 6th so there recommendation will not be available until after that date.

This AGREEMENT made and entered into this ___ day of _____ 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City,") and Holmes Murphy & Associates LLC, an Iowa Limited Liability Company duly authorized to do business in the State of Missouri (hereafter referred to as "Service Provider.")

Witnesseth:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No.2017-060 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Agreement to Forego Receipt of Commissions. In consideration of the services set forth above, and except as expressly provided in PART II, Service Provider agrees that it will seek to have all placements referenced above made on a net of commission basis.

In the event a carrier will not comply with this request or it is not in the City's' best interest, any such commissions will be disclosed to the City and either deducted from the premium billed to the City, in the case of agency-billed placements, or, in the case of direct-billed placements, returned to the carrier with the request that the carrier either credit the commission amount toward the City's premium obligation or return it directly to the City. If any carrier refuses to credit or return commission on a direct-billed placement to the City, Service Provider will return the commission directly to the City. The City acknowledges and agrees that any contemplated commission deduction, premium credit request or return of commission to a carrier or the City will be done to accomplish and maintain the total agreed-upon compensation to the Service Provider and is not an inducement to purchase or renew coverage through the Service Provider.

4. Pricing. The payment terms for the initial term of this Agreement as well as subsequent automatic renewals is outlined in the attached PART II.
5. Fund Allocation. Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
6. Term. The initial term of this Agreement shall be from the date first written above until December 31, 2017. This Agreement shall automatically renew for four (4) additional one (1) year renewal periods, beginning on January 1, 2018 and continuing each year until final expiration on December 31, 2021, unless City gives written notice of non-renewal at least thirty days prior to expiration of the current contract term.

7. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

CITY OF LEE'S SUMMIT

City Manager

Date

APPROVED AS TO FORM:

Office of the City Attorney

SERVICE PROVIDER:

Company Name

Company Authorized Signature

Title

Date

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
Phone: 816-969-1087 Fax: 816-969-1081
deedee.tschirhart@cityofls.net

TITLE-SIGNATURE PAGE REQUEST FOR

PROPOSAL NO. 2017-060

The City of Lee's Summit will accept electronically submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

**HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF MONDAY, JANUARY 9, 2017, 2:00 P.M. LOCAL TIME

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo> for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Holmes Murphy & Associates
Company Name


1828 Walnut Street, Suite 700
Address

Kansas City, MO 64108
City/State/Zip

(816)857-7800 (866)501-9322
Telephone # Fax#

42-0985055
Tax ID No.

Jeff Spencer
Authorized Person (Print)


Signature

Sr. Vice President
Title

1/9/2017
Date

S-Corp
Entity Type

ENCLOSURE III
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page <u>5</u> - <u>7</u>
H.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page <u>8-13</u>
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page <u>14</u> - <u>24</u>
J.	COST: Forms provided: 6A & 6B	Page <u>25-26</u>
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000	Page <u>27</u>
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000)	Page <u>28</u>

FORM NO. 1: PROVIDER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address: Holmes Murphy & Associates
1828 Walnut Street, Suite 700
Kansas City, MO 64108
- 1a. Provider /Firm is: ___ National Regional ___ Local
- 1b. Year Provider/Firm Established: 1932 (Kansas City office opened in 2003)
- Years of Experience providing RFP identified services/project for municipalities: 10 Years
Year of Experience providing Insurance Broker Services: 14 Years
- 1c. Licensed to do business in the State of Missouri: Yes ___ No
- 1d. Principal contact information: Name, title, telephone number and email address: Jeff Spencer
Sr. Vice President
(816)857-7802
jeff.spencer@holmesmurphy.com
- 1e. Address of office to perform work, if different from Item No. 1: N/A
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:
6 persons dedicated to Strategy, Financial Analysis, Communication, Compliance, Day-to-Day Service and Overall Program Success.
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
Bob Charlesworth, Charlesworth Benefits, L.C. - Strategic & Renewal Assistance
- 3a. Has this Joint Venture previously worked together? ___ Yes No

FORM NO. 2: KEY OUTSIDE CONSULTANTS

Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1

Name & Address: Charlesworth Benefits, L.C.
P.O. Box 23588
Overland Park, KS 66283
(913) 851-4730

Specialty/Role with this Project: Strategic Renewal Support and Historical Context

Worked with Lead Firm Before: Yes No

Year Firm Established: 1984

Years of Experience providing insurance broker services: 32 Years

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes No

Year Firm Established:

Years of Experience providing insurance broker services

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes No

Year Firm Established:

Years of Experience providing insurance broker services

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: Liberty Public Schools

Completion Date (Actual or Estimated): Ongoing

Project Owners Name & Address: Liberty Public Schools (Broker of Record since June 2011)

8 Victory Lane

Liberty, MO 64068

Project Owner's Contact Person, Title & Telephone Number: Dr. Robert J. Vogelaar

Assistant Superintendent, Human Resources

(816) 736-7183

Estimated Cost (in Thousands) for Entire Project: \$220,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$220,000

Scope of Entire Project (Please give quantitative indications wherever possible): Full Brokerage and Consulting Services

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):
Full Brokerage and Consulting Services

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
Jeff Spencer
Matt Wheeler

FORM NO. 3: EXPERIENCE/REFERENCES
- CON'T

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Leawood

Completion Date (Actual or Estimated): Ongoing (Broker of Record since September 2015)

Project Owners Name & Address: City of Leawood

4800 Town Center Drive

Leawood, KS 66211

Project Owner's Contact Person, Title & Telephone Number: Nic Sanders

Director, Human Resources

(913) 661-7005

Estimated Cost (in Thousands) for Entire Project: \$67,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$67,000

Scope of Entire Project (Please give quantitative indications wherever possible): Full Brokerage and Consulting Services

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):
Full Brokerage and Consulting Services

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
Jeff Spencer
Matt Wheeler
Amanda Collier
Candise Clark

**FORM NO. 3: EXPERIENCE/REFERENCES
CON'T**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Raymore

Completion Date (Actual or Estimated): Ongoing (Broker of Record since September 2015)

Project Owners Name & Address: City of Raymore
100 Municipal Circle
Raymore, MO 64083

Project Owner's Contact Person, Title & Telephone Number: Shawn Aulgur
Human Resources Manager
(816) 892-3005

Estimated Cost (in Thousands) for Entire Project: \$36,250

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$36,250

Scope of Entire Project (Please give quantitative indications wherever possible): Full Brokerage and Consulting Services

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):
Full Brokerage and Consulting Services

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
Jeff Spencer
Matt Wheeler
Candise Clark

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Jeff Spencer, Sr. Vice President
- b. Project Assignment: Strategy development and execution, oversight of day-to-day program initiatives and managing client expectations
- c. Name of Service Provider/Firm with which associated: Holmes Murphy & Associates
- d. Years Experience:
With this service provider/firm 13 other service providers/firms 7
- e. Education: Degree(s)/Year/Specialization: B.S. Business Administration, University of Kansas
- f. Current Registration(s): Life and Health Insurance License
- g. Other Experience & Qualifications relevant to the proposed project: Jeff opened the Kansas City branch of Holmes Murphy in 2003 after serving as Director of National Accounts for UNUM. Jeff has grown the office significantly and it is currently the fastest growing employee benefits operation in Kansas City. While building a client-first environment, Jeff has attracted the top talent in the region, which has allowed Holmes Murphy KC to be named as one of the Best Places to Work for 9 of the last 10 years.

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Matt Wheeler, Vice President of Client Services, Employee Benefits
- b. Project Assignment: Support of financial aspects of health and welfare plans; cost impact studies and creative financial modeling to help design, monitor and implement benefit plans to support client strategies
- c. Name of Service Provider/Firm with which associated: Holmes Murphy & Associates
- d. Years Experience:
With this service provider/firm 10 other service providers/firms 5
- e. Education: Degree(s)/Year/Specialization: B.A. Philosophy, University of Missouri
- f. Current Registration(s): Life & Health Insurance License
Group Benefit Associate (GBA)
- g. Other Experience & Qualifications relevant to the proposed project: Matt serves as lead consultant for a number of public entity clients including, North Kansas City School District, City of Leawood, Liberty Public Schools, Johnson County Community College, Spring Hill School District and The Empire District Electric Cooperative. Matt is skilled in finding unique financial solutions to meet the budgeting constraints of public entities.

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Shea Bollin, Business Development Consultant
- b. Project Assignment: Support service strategy and financial aspects of health and welfare plans
- c. Name of Service Provider/Firm with which associated: Holmes Murphy & Associates
- d. Years Experience:
With this service provider/firm 2 other service providers/firms 12
- e. Education: Degree(s)/Year/Specialization: B.S. Business Administration, University of Kansas
- f. Current Registration(s):
Life & Health Insurance License
Property & Casualty Insurance License
Group Benefit Associate (GBA)
- g. Other Experience & Qualifications relevant to the proposed project: Shea serves the role of financial consultant assisting with a number of clients including Garmin, Spring Hill School District, Meredith Corporation and Dimensional Innovations. Shea assists the team with overall strategy development for our clients' employee benefit programs.

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Amanda Collier, Client Service Consultant
- b. Project Assignment: Responsible for operational management activities, including communication planning and development, resolving claim issues, working with vendors to implement plan design changes, directing open enrollment meetings, etc.
- c. Name of Service Provider/Firm with which associated: Holmes Murphy & Associates
- d. Years Experience:
With this service provider/firm 1 other service providers/firms 5
- e. Education: Degree(s)/Year/Specialization: B.A. Sociology & Spanish, Kansas State University
M.B.A., University of Kansas
- f. Current Registration(s): Life & Health Insurance License
Certified Employee Benefit Specialist (CEBS)
Group Benefits Associate (GBA)
Compensation Management Specialist (CMS)
Health Insurance Associate (HIA)
- g. Other Experience & Qualifications relevant to the proposed project: Amanda serves as the primary day-to-day contact for the City of Leawood, as well as National Bank of Kansas City, Alpine Bank and Midwest Trust Company. Amanda is a skilled customer service professional who regularly exceeded client expectations.

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Candise Clark, Client Service Consultant
- b. Project Assignment: Responsible for operational management activities, including communication planning and development, resolving claim issues, working with vendors to implement plan design changes, directing open enrollment meetings, etc.
- c. Name of Service Provider/Firm with which associated: Holmes Murphy & Associates
- d. Years Experience:
With this service provider/firm 6 other service providers/firms 18
- e. Education: Degree(s)/Year/Specialization: Johnson County Community College
- f. Current Registration(s): Life & Health Insurance License
- g. Other Experience & Qualifications relevant to the proposed project: Candise serves as the primary day-to-day contact for the City of Raymore, as well as Crossfirst Bank. She also assists with servicing Gardner Edgerton School District, City of Leawood and Johnson County Community College. Candise has been serving clients and their employee benefit programs for over 25 years.

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Bob Charlesworth
- b. Project Assignment: Strategic renewal support and historical reference
- c. Name of Service Provider/Firm with which associated: Charlesworth Benefits, L.C.
- d. Years Experience:
With this service provider/firm 32 other service providers/firms ____
- e. Education: Degree(s)/Year/Specialization: B.S. Business Administration with Insurance Minor, Missouri State University
- f. Current Registration(s):
 - Life & Health Insurance License
 - Property & Casualty Insurance License
 - Chartered Property & Casualty Underwriter (CPCU)
 - Associate in Insurance Services (AIS)
 - Associate in Loss Control Management (ALCM)
 - Associate in Risk Management (ARM)
- g. Other Experience & Qualifications relevant to the proposed project: Bob has served the City of Lee's Summit since 1997


FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process

We have outlined our project approach for the City on the following pages.

Holmes Murphy & Associates
Company Name
1828 Walnut Street, Suite 700
Address
Kansas City, MO 64108
City/State/Zip
(816)857-7800 (866)501-9322
Telephone # Fax#
42-0985055
Tax ID No.

Jeff Spencer
Authorized Person (Print)

Signature
Sr. Vice President
Title
1/9/2017
Date
S-Corp
Entity Type

EMPLOYEE BENEFITS EXPERIENCE/ SERVICES

Organizational Consistency:

Advising, Creating, Negotiating, Implementing, & Managing your Programs

Our work begins by conducting strategy sessions and discussions to develop and then confirm the short-term and long-term goals of the benefits program. Through this interaction with your benefits leadership team, we identify and detail your objectives and the measures of success. These become the basis for the overall program strategy and project management. We hold ourselves accountable to delivering on these objectives and continually measure performance versus the program goals.

HMA regularly conducts customer surveys to determine why they selected our firm as their benefit advisor. The survey consistently confirms that our clients **hire us and keep us** because of our **Expertise, Buying Power/Negotiations, and Human Resources Support.**



Expertise

A primary area of focus throughout our relationship with City will be to leverage our expertise and emphasize strategy development and design. Our goal is to ensure the plan is structured to offer the best possible solutions that meet employee needs without overburdening the City financially or administratively. The expertise of HMA team members and strategic partners will be critical in accomplishing this goal for you.



Overall Program Strategy
Strategy Meetings
Employee Communication
Marketing & Due Diligence
Technology Utilization
Program Audit & Review
Budget Analysis & Support

Compliance
Key Indicator & Vendor Reporting
Actuarial Financial Projections
Plan Efficiency Analysis
Utilization Monitoring
Wellness & Condition Mgmt Strategies
Benchmarking Analysis



Overall Program Strategy

Our work will begin by implementing our Benefit Performance Management process. **Benefit Performance Management** enables us to **design, source, implement and maintain** benefit programs. The system is based upon our understanding of the inter-dependence of the three measurement categories in benefit programs: **administration, finance** and **delivery**.



The ideal benefits program for most companies makes benefits a “non-issue”.

- **For your employees**, we mean that the benefits provide peace of mind and user-friendly administration so that they can focus on their job responsibilities.
- **For the City**, we mean you can focus on your core business without undue financial or administrative burden - **no surprises**.

To achieve a “non-issue” status, a plan must be **well-conceived**, purchased from the **right vendors**, **implemented effectively**, and **continually monitored**.

- **Well-conceived** – The best possible solution is a design that meets employee needs while maximizing fiscal and human resources.
- **Right Vendors** - The richest plan design is of little value if the vendor cannot administer the program consistently and accurately. Because of volatility in the insurance industry, selection of appropriate vendors has never been more important.
- **Implemented Effectively** - The right plan from the right vendor is still of little value if employees do not understand: (1.) what they have or (2.) how to access the programs. It is also critical that their initial experience be positive so that they do not lose confidence in the plan due to administrative installation problems.
- **Continually Monitored** – A surprise in a benefit plan is seldom a good thing. Therefore, it is important to effectively and efficiently monitor financial and administrative performance of even the best benefit programs to avoid year-end surprises.

Our Benefit Performance Management system comes to life by engaging your stakeholders to understand where your programs are today and what you want to accomplish in the future. This process is perpetual in nature and becomes the basis for on-going program strategy.

Strategy Meetings

We will conduct formal review and strategy meetings as often as the City desires. To make the process as easy for your team as possible, we fully coordinate these sessions to include a review of the actual costs versus budget projections, utilization analysis, and a discussion of trends and opportunities.

Program Audit & Review

A consistent and comprehensive audit of the current benefits program is essential. We maintain a thorough understanding of all elements of your current benefit plans. As we review the programs each year, we keep two basic questions in mind: "What's working?" and "What's broken?"

Key Indicator & Vendor Reporting

Our primary role in reporting and analysis is to bring life to vendor data. It should not be your job to sort through potentially hundreds of pages of reports to try to figure out what is happening with the costs and why. We will provide the vendor data analysis and deliver a meaningful summary of the information providing clear answers. The end result of the analytical process will not only offer observations of what is happening, but will also include recommendations and solutions that could be implemented to influence future outcomes.

Actuarial Support

The support of our Actuarial unit is also available to help project future costs and analyze change opportunities. Mark Van Buskirk, Ph.D. is our full time in-house Chief Actuary and will assist in critical technical areas.

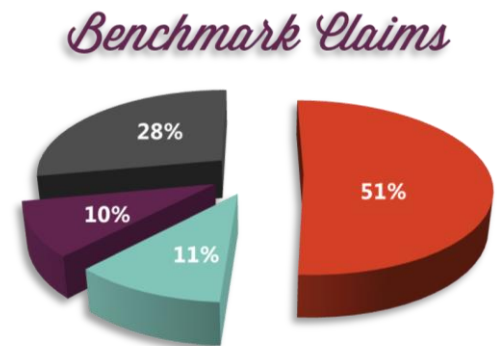
Wellness & Condition Management Strategies

HMA is the leader in helping employers understand their role in the complex world of healthcare consumerism and focused interventions. Wally Gooma, MBA/MHA, has depth of expertise in the area of utilization, wellness, and disease management consulting. Recently, HMA added Dr. Tim Church as Physician General and Todd Whitthorne as President to further add to our expertise in this critical area. Both Tim and Todd have tremendous expertise and knowledge in the wellness and condition management arena.

We believe that our understanding and commitment to this area is one of the single greatest features that set us apart from our competitors. Shifting costs to plan participants through "consumer-directed" plans is only part of the emerging healthcare cost control environment. HMA is helping employers understand how focused, clinically based intervention will impact your health plan, culture and employees.

Benchmarking Analysis

HMA conducts an annual survey of employers that includes over 450 plans across several industries. In addition, we often conduct industry and geographic location specific surveys for our clients. We welcome the opportunity to support you in any specific survey initiatives you might have including focused surveys of other employers in your labor force market areas.



Design Strategy and Option Modeling

Emerging trends (i.e. consumerism, health & wellness, etc.) will continue to have a profound impact on future plan design options and decisions. Understanding the selection patterns and how that can increase or decrease the ultimate costs is critical in designing a multi-tiered plan program.

Best Practice Trends

On behalf of our clients, we are actively in the market managing bid/selection projects and performing vendor negotiations. Of equal importance, we are continually building upon our unique knowledge-sharing structure that allows us to stay on top of trends in all benefit areas. HMA will continue to combine our understanding of



your needs with our market insight to proactively present best practices and emerging opportunities that present the best fit for the City.

Buying Power and Negotiations

In addition to our benefits expertise, another of the top reasons our customers hire HMA is for our buying power and negotiating approach. We will utilize our unique system to ensure you select the best programs at the best price.

Internal Underwriting

Our belief is that the most effective negotiations come from having the deepest understanding of the data. We will perform internal underwriting on your behalf so that vendor negotiations are based on valid actuarial assumptions rather than market rates. This approach consistently places us in the best possible position to negotiate favorable terms with vendors and we are confident it will yield the best possible price for the City.

Vendor Negotiations

We will facilitate all negotiations with vendors. This will include a detailed initial review of the current programs to ensure that there are effective terms and provisions in the contracts.

HMA will conduct all RFP's for health and welfare programs where opportunities for improvement are possible. In addition, we have strong relationships with your current vendors. We will maintain vendor oversight to ensure that they are delivering appropriate levels of performance.

Leveraging Size & Growth

The combined annual health and welfare expenditures for our HMA client base are over \$1.50 billion in equivalent premium. HMA negotiates hundreds of benefit renewals per year on behalf of our clients; we use this negotiating strength to ensure that you receive the best possible price for the highest quality products and services.

Leveraging Affiliations

We currently participate on the National Advisory Boards for Aetna, CIGNA and United Healthcare and are involved with the Blue Cross National Consortium. In addition, we have preferred broker status with the majority of insurance companies in the market.

Our participation on these committees provides HMA and our clients additional tools and services that are not readily available in the general market. It also provides us with insight into the strategic direction of vendor companies and places us in a highly desirable position to negotiate the best possible contract terms. During the RFP process as well as during renewals, we leverage these affiliations on behalf of the City.

Human Resources Support

HMA has a strategic approach to human resources support that includes robust communication, compliance and education tools.

Buying Power & Negotiations

- Internal Underwriting
- Vendor Negotiations
- Leveraging Size & Growth
- Leveraging Affiliations

Human Resources Support

- Communication Support
- Communication Materials
- Compliance Support
- Client Education & Training Program
- Team Approach – Unlimited Access to HMA Benefit Team



These resources are powerful in themselves, but our associates make the difference. The City's HMA team is committed, passionate, experienced and prepared to continue to be a meaningful extension of your benefit department.

Communication Support

HMA will support the City's employee communication campaign on a number of fronts including open enrollment, onsite employee communication, customized support materials and special projects. Holly Monson acts as the first line of communication support in all areas and will be present at the City for employee assistance in accordance with the City's desires.

We understand the communication challenges of a diverse workforce and support you with the development of customized communication materials such as brochures, open enrollment guides, enrollment videos, and web implementations.

Mark Fitzgibbons, a full-time Benefits Communication Consultant, is available to assist the City to achieve maximum impact from your benefits communications program.

Communication Materials

HMA will produce custom communication materials for distribution to the City employees. Some examples include company policy handbooks, employee benefit handbooks, total compensation statements, open enrollment announcements and newsletters, wellness campaign brochures and informational brochures detailing the City-specific initiatives.

Compliance Support

HMA will support the City's compliance needs in a number of ways. HMA has assigned, Ed Oleksiak, Esq., in-house attorney, to assist in all compliance area HMA also has the services of Littler Mendelson, a national employee benefits law firm on retainer for ongoing compliance and legal assistance. Locally, we maintain a relationship with the Polsinelli law firm.

Our support commitment includes an online resource available to internal and external customers. We also coordinate and develop training materials for your benefit representatives to improve their knowledge of benefit plan details and administration.

Client Education & Training Program

Providing continuous education about latest industry trends, products and legislative activities, is an added value for our customers. HMA is nationally known for conducting high impact seminars and is commonly a key speaker at several association meetings.

ADDITIONAL VALUE-ADDED SERVICES

Deerwalk Health 360° is HMA's "big-data" analytics platform and longitudinal data warehouse hosted by Deerwalk, the industry's most advanced health analytics system. Deerwalk has the ability to integrate and correlate data allowing HMA to objectively measure results and maintain past history, even if a client elects to change carriers. The system gives our clients an objective approach to managing health



care through continual data analysis, gaps in care, risk and chronic disease management insight. Its powerful functionality includes the following:

- Track and measure performance of health improvement and wellness programs by health status and cost
- Measure ROI for capital investment in health improvement via cohort analysis
- Increased transparency and carrier assessment by utilizing our data engine and not carrier captive data
- Improved negotiation and underwriting leverage
- Detailed benchmarking of the City's plan outcomes versus Truven's massive database
- Streamlined reporting

ThinkHR

HMA provides customers with a human resources service known as ThinkHR at no cost. ThinkHR integrates cloud based technology along with access to live experts to provide customers with a wide variety of HR resources and solutions. The ThinkHR experts are seasoned, trained, credentialed professionals who have a vast experience in the HR arena. Areas addressed by ThinkHR include:

- **ThinkHR Live** – a team of HR advisors that answer questions and provide written summary for areas including compliance, leave of absence, wage and hour, terminations, recruiting & hiring and employee relations, benefits, investigations and worker's compensation among others.
- **ThinkHR Learn**- delivers the courses and solutions that matter most to organizations, helping them stay compliant and empowering HR staff and employees with the information and tools to grow professionally. There are hundreds of training and educational videos in the ThinkHR library. HMA has found that our customers especially value the following videos for their staff and employees: HIPAA – Your Obligations Under the Privacy Rule, FLSA What Supervisors Need to Know, All About Nutrition (for your wellness program), Financial Wellness (for your wellness program), How to Explain Benefits to New Hires, Terminating Employees – Checklist and the Process, FMLA – What Supervisors Need to Know, How to Conduct New Employee Orientation, ADA - What Supervisors Need to Know, Office Ergonomics, and many more!
- **ThinkHR Comply** – a web-based resource center for HR professionals. Contains thousands of forms, documents, tools and checklists. The site is up to date on the latest HR news and trends. Features of the resource center include: a Q&A database, customizable communication materials, benchmarking information, compliance guidelines, links to state and federal employment law, hiring and termination guidelines, health care reform center and HR whitepapers, in addition to many other features.

Zywave – Benefits, HR Content and Decision Support

The City will have access to the Zywave platform which provides a wealth of insurance-related tools and information. These services enhance our commitment to providing you the latest in strategic planning, expertise, innovation and technology. Largely speaking, we utilize the Zywave resources on your behalf and deliver content without the need for the City to directly access.



MyWave® Portal

We extend access to many services via a personalized MyWave® Portal Web site. Access offers you time-saving tools and resources that build convenience into managing your everyday work tasks. MyWave® will allow the City to collaborate with HMA online, access timely information and resources, or connect with human resource peers. Areas included under the MyWave® Portal include: Collaboration Center, Benchmarking Surveys, Compliance & Legislative Guides, and Resources & Employer Education, Healthshop and document templates.



PlanAdvisor™

PlanAdvisor™ provides a decision support selection tool as an option for employees to utilize in making plan design elections.

COBRA Solutions

HMA has a strategic partnership with multiple vendors to provide outsourced COBRA services. Our partnerships provide a **turnkey** approach, minimizing risk exposure and providing peace of mind that compliance requirements are being met. They only require that the plan sponsor simply notify the vendor of new plan members and those with qualifying events, either telephonically or via website.

The Compass Transparency Program

The Compass program accomplishes a number of health insurance and benefits related functions. It acts as a concierge service for employees to access regarding specific medical, vision and dental questions. The compass "Health Pro" is a live person dedicated to assisting employees by providing information regarding **actual cost of service transparency** for physician referred services, EOB and billing reconciliation, pharmacy price transparency, medical record history as well as general insurance and medical service information.

Insurance Benefit Exchange (IBX)

IBX is a technology platform focused on Life, Disability, Stop Loss and Dental insurance. It provides a streamlined procurement and program cost savings. First it allows HMA to place request for proposal (RFP) data on-line and ensures that the carrier markets respond accurately and timely. Data remains in the system in perpetuity, ensuring that current and future client RFP's can be out to market in efficiently and without re-work.

The second exciting IBX feature is the use of an "on-line reverse auction" (like EBay) for carrier participation when providing final pricing. Carriers view their ranking versus competitors and amend pricing real time as often as they desire during the auction window. This procurement process has produced average premium savings of 20-30% versus our clients' in-force or renewal rates.

We would be delighted to provide the City with a demo of any of these exciting value-added services.

PROPOSED ASSIGNED STAFF, STAFF QUALIFICATIONS, EXPERIENCE & CREDENTIALS

By building our firm with individuals that come from very specialized backgrounds, the talent of our people is a major differentiator. Our people come from several of the large national consulting houses, national health plans, and Fortune 500 companies. Each left his/her respective organizations to work in an environment that provides complete freedom to think creatively without constraints. We believe the HMA environment allows our talent to deliver the best solutions for our customers.



We do not work in a “silo” system where one team works on all of the same customers. Our culture is built on sharing knowledge and experiences, where we strive to pull the appropriate levels of expertise at the appropriate time from within our pool of experts. The goal in building our organization was to provide the appropriate areas of **expertise that a customer could find in one of the country's largest consulting firms, but to do this with the customer service feel of a strong regional firm.** We believe that we have met these goals with in-house actuarial, legal/compliance, communication, and medical management measurement expertise that is available to all of our clients on an as-needed basis.

Primary Service Team: *YOUR DEDICATED SERVICE AND CONSULTING TEAM WILL INCLUDE AMANDA COLLIER, SENIOR CLIENT SERVICE CONSULTANT, EB; CANDISE CLARK, CLIENT SERVICE CONSULTANT, EB; SHEA BOLLIN, BUSINESS DEVELOPMENT CONSULTANT; MATT WHEELER, VICE PRESIDENT SERVICE, EB; JEFF SPENCER, SENIOR VICE PRESIDENT; AND JARRET SCHMIDT, SENIOR VICE PRESIDENT.* HMA WILL BE PARTNERING WITH CHARLESWORTH BENEFITS, L.C. TO ASSIST WITH SERVICES PROVIDED TO THE CITY.

Amanda and Candise will be responsible for coordinating and monitoring all of the services provided by HMA and your vendors; they will be the City's primary daily contacts. Matt oversees all aspects of client service including financial reporting, plan design strategy and wellness programming. Jeff and Bob Charlesworth will be strategic partners throughout the relationship with HMA. Additionally, Jarret is responsible for voluntary benefit program implementation. We believe it is critical for clients to have access to a HMA representative familiar with your plans at all times, and we work diligently to ensure every member of your team is involved in or aware of all aspects of your plans and their performance.

Specific Expert Team: In addition to your Primary Services Team, the following team will also be integral at specific points during the plan year depending on project requirements.

- Compliance - Ed Oleksiak, Esq.(Senior Account Executive)
- Legal – Littler Mendelson & Polsinelli
- Actuarial - Mark Van Buskirk, PhD (Chief Actuary)
- Wellness Strategy - Wally Gomaa, MBA/MHA (President ACAP Health)
- Communication – Mark Fitzgibbons (Communication Specialist)

Our account management philosophy is to remain actively involved in all aspects of our customer relationship from program reviews, through implementation, and the continued monitoring of vendor relationships and plan performance. This approach distinguishes us from our competition, many of whom prefer to have a limited role in the ongoing management of vendor/client relations as they pursue new business opportunities.

Our normal business hours of operation are 8:00 a.m. to 5:00 p.m. central standard time; however, we are very flexible and accessible to our clients - - a commitment that the City can count on. When you call us with a question, you **WILL** receive a call back for discussion and swift resolution.

Additionally, all of our associates utilize smart phone technology to receive emails and phone calls during and after normal business hours.

Direct Service Team

JEFF SPENCER

- General Manager
- Dad, mentor, coach
- 24 years
- Liberty Public Schools, Hy-Vee, Garmin, Gardner Edgerton SD, Wellmark Blue Cross, KVC



JARRET SCHMIDT

- Head Coach
- Adoptive dad, coach, tennis family
- 24 years
- Genesis Health Systems, North Kansas City Schools, Unity Point, Hy-Vee, Garmin, ESSDACK



AMANDA COLLIER

- KU / KSU Grad
- 6 years
- Alpine Banks, City of Leawood, Exline



SHEA BOLLIN

- Mechanic
- Fisherman, Pitmaster, KU Fan
- 14 years
- Inergy Propane, Garmin, Cree, Dimensional Innovations, Hooper Holmes



MATT WHEELER

- Mr. Moneyball
- Brady Bunch, Coach, "Philosopher"
- 19 years
- Garmin, Ferrell-gas, North Kansas City Schools, VML, Liberty Public Schools



CANDISE CLARK

- Porter
- 25 years
- CrossFirst, Service Management Group, City of Raymore



EXPERT RESOURCES



MARK VAN BUSKIRK
CHIEF ACTUARY



DR. TIM CHURCH
CHIEF MEDICAL OFFICER



ED OLEKSIK
VP COMPLIANCE



POL SINELLI
LEGAL



WALLY GOMAS
WELLNESS STRATEGY



TODD WHITTHORNE
DIRECTOR CLINICAL CARE



MARK FITZGIBBONS
COMMUNICATION DIRECTOR

SCOPE OF SERVICES

- a. Human Resources Support
 - Dedicated, **Consistent** Account Team
 - On-site service support as needed
 - Day-to-Day Resolution of Service Issues
 - Monthly, Quarterly and Annual Custom Reporting
 - Presentation to and Participation in Board Meetings as requested
 - Employee Benefit Communication pieces (Benefit & Company Policy Handbooks, Benefit Statements, Employee Education Materials)
 - On-line Enrollment and Eligibility System, Company Intranet Portal
 - MyWave™ Technology Portal
 - Compliance Assistance (Legislative Updates, Professional Legal Opinion)
- b. Annual Plan Due Diligence/Analysis
 - Program Marketing (All coverages)
 - Plan Design Analysis
 - Contribution Strategy Analysis, Design & Employee Communication
 - Network Efficiency Audit
 - Funding Analysis & Education
 - Carrier Performance Guarantee Development, Implementation & Annual Review
 - Claims Modeling through Deerwalk Health 360°
 - Rx Savings & Formulary Analysis
 - Ancillary Coverage Analysis and Product Alternatives
 - Voluntary Benefits Analysis and Implementation
- c. Health & Wellness
 - Develop Long Term Strategy (Creating a Culture of Wellness)
 - Employee Education Campaign
 - Evaluate/Implement Health Assessments
 - Evaluate/Implement Biometric Screenings
 - Participant Incentive Analysis
 - Proactive Identification of Future Large Claims
 - Monitor/Measure Program Return on Investment
 - Create Program Year-Over-Year Benchmarks

FORM NO. 6A: "FEE SCHEDULE"
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

Personnel Classification	Typical Work Tasks	Hourly Billable Rates
		N/A
TOTAL		

Holmes Murphy (HMA) does not provide services based on billable hours. Our practice is built around improving the results for our clients no matter what or how long it takes. We believe that billable hours can be an additional administrative task that can yield non-desirable outcomes while discouraging our customers from accessing our consulting services.

We understand the desire of The City is a non-commission based Per Employee Per Month (PEPM) Fee. We are proposing an alternate fee design that does include commissions built into the BlueKC premium. HMA does maintain a direct "Blue Chip" broker status with BlueKC. We view this designation to be of importance both from relationship and financial standpoints. As a direct "blue chip" broker we have unique insights into the direction of the BlueKC, input relative to process improvements and enhanced access to their management team. From a financial standpoint we receive additional bonus compensation. These bonuses do not directly affect the premium rates paid by our clients and ultimately allow HMA to provide our service at a lower effective cost versus non-"blue chip" competition. The overall result is that our BlueKC clients, benefit financially by leveraging HMA's relationship with BlueKC.

- We are proposing the following compensation structure:
- BlueKC Minimum Commission: \$58,000 Annually (this translates to \$7.18 PEPM)
 - Blue Chip Bonus: \$9.50 PEPM (\$76,722 Annually)

This creates total annual compensation to HMA of \$134,722, of which only \$58,000 is charged directly to The City. This level of compensation allows us to deliver our complete suite of services and minimizes the financial impact to The City. In the future, if the City moves the insurance coverage from BlueKC, HMA would adjust the overall PEPM rate commensurate with the current compensation (roughly \$16.50 PEPM).

Holmes Murphy & Associates
Company Name


1828 Walnut Street, Suite 700
Address

Kansas City, MO 64108
City/State/Zip

(816)857-7800 (866)501-9322
Telephone # Fax#

42-0985055
Tax ID No.

Jeff Spencer
Authorized Person (Print)


Signature

Sr. Vice President
Title

1/9/2017
Date

S-Corp
Entity Type

14.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.


All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Johnson)
) ss.
State of Kansas)

My name is Jeff Spencer. I am an authorized agent of Holmes Murphy & Associates ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.


Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.



Affiant
Jeff Spencer


Printed Name

Subscribed and sworn to before me this 5th day of January, 2017.



Notary Public

SEAL





E-VERIFY IS A SERVICE OF DHS

Company ID Number: 223402

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Holmes Murphy & Associates, Inc.

Kathryn D Eklov

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/19/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/19/2009

Date

AGREEMENT NO. 2017-060
PART II - FEE STRUCTURE

Initial Fee Structure - Contract Inception to December 31, 2017

For the period beginning as of the execution of this Agreement, and extending until December 31, 2017, Service Provider will bill City on a per employee per month (PEPM) basis for each employee enrolled in a health care plan through the City. The rate for the initial period of this Agreement shall be \$7.50 PEPM.

Subsequent Renewal Fee Structure – Years 2 - 5 (Annual Renewals through December 31, 2021):

For each of the eligible renewals of this Agreement, beginning on January 1, 2018 and continuing each year through final termination, Service Provider will bill City on a per employee per month (PEPM) bases for each employee enrolled in a health care plan through the City based upon the following:

- Blue Cross Blue Shield of Kansas City as Medical Insurance Provider: In the event that City engages or continues to engage Blue Cross Blue Shield of Kansas City as the provider of medical health insurance benefits to employees, City's directly billed rate from Service Provider shall be \$7.50 PEPM. City further acknowledges Service Provider's status as a "Blue Chip" broker of Blue Cross Blue Shield of Kansas City and understands that Service Provider will be entitled to an additional payment, directly from Blue Cross Blue Shield of Kansas City, which is in no way tied to City's premiums or rates with Blue Cross Blue Shield of Kansas City, of \$9.50 PEPM.
- Other Medical Insurance Provider: For any other medical insurance provider chosen by City, the continuing rate for this Agreement beyond the initial term shall be \$10.00 PEPM.

Rate Guarantee: Service Provider guarantees the above-listed rates for the entire period of the Agreement, including all possible renewals, and that rates for the services contemplated herein will not be increased.

Net Commissions: Service Provider warrants and represents that all services provided on behalf of City are to be net of commissions, and Service Provider shall not be eligible to receive any commissions from any benefit provider on behalf of the City except those specifically outlined herein.

CERTIFICATE OF INSURANCE: The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Contractor's bid.

NOTICE OF CLAIM: The Contractor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, the Contractor shall either:

Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES: Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

PROFESSIONAL LIABILITY: Professional liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions.

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:

Each occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
General Aggregate	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

AUTOMOBILE LIABILITY: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto

OR

All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,

Bodily Injury and Property Damage: \$500,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

WORKERS' COMPENSATION: This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation Statutory

Employer's Liability

Bodily Injury by Accident \$100,000 Each Accident

Bodily Injury by Disease \$500,000 Policy Limit

Bodily Injury by Disease \$100,000 Each Employee

GENERAL INSURANCE PROVISIONS:

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit
Procurement and Contract Services Department
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.

PART IV
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposals will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. INDEMNITY AND HOLD HARMLESS: Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. COMPLIANCE WITH APPLICABLE LAW: Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. DOMESTIC PRODUCTS: The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
22. CONFLICTS: No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
23. DEBARMENT: By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. FUND ALLOCATION: Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. FREIGHT/SHIPPING: Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. DAVIS BACON ACT: The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

Packet Information

File #: 2017-0884, Version: 1

Land Clearance for Redevelopment Authority (LCRA) Application - Cowork - Lee's Summit, LCRA Urban Renewal Redevelopment Project, 210 SW Market Street; SF003, LLC Applicant (LCRA Application #2017-001)

Issue/Request:

Land Clearance for Redevelopment Authority (LCRA) Application - Cowork - Lee's Summit, LCRA Urban Renewal Redevelopment Project, 210 SW Market Street; SF003, LLC Applicant (LCRA Application #2017-001)

Key Issues:

Mr. Ben Rao with SF003, LLC is pursuing the purchase and redevelopment of the old downtown Post Office property located at 210 SW Market Street and 211 SW Jefferson Street, and is requesting the abatement of real property taxes afforded through the Land Clearance for Redevelopment Authority (LCRA). SF003, LLC proposes to redevelop the existing 12,400 s.f. former post office building into a shared co-working facility including accessory uses such as a conference space, deli/cafe, coffee shop, fitness center and other similar accessory uses. The proposed real property tax abatement on the incremental increase in value of the property is only being requested on the parcel addressed as 210 SW Market Street, and does not include the parcel addressed as 211 SW Jefferson Street. Both parcels - under the ownership of the United States Postal Service currently do not generate property taxes. The sale of the property to a private entity would place both parcels on the tax rolls, therefore property tax abatement could be afforded through the LCRA.

SF003, LLC is requesting 100% real property tax abatement for 10 years on the incremental increase in value of the 210 SW Market Street project, as well as a 50% reduction in the establishment of the base property tax liability with regard to the 210 SW Market Street parcel. No abatement request is being sought for the 211 SW Jefferson Street parcel.

Assuming a \$1 million investment in real property, the LCRA evaluated the project through the LCRA incentive evaluation model (spreadsheet) and developed a recommendation for 100% abatement on the incremental increase in value of the property and 50% abatement on the base real property tax liability, which results in an estimated \$25,512 annual real property tax abatement. The LCRA is recommending this abatement over an 8 year period resulting in a total estimated abatement for the real property of \$204,096 over the 8 year period. If the request for abatement is approved, the estimated real property tax revenue generated annually from the 210 SW Market St. and 211 SW Jefferson St. parcels is estimated to be approximately \$10,500 annually or \$84,000 over the 8 year abatement period. This could be considered new revenue as the property, as mentioned, did not generate property tax revenue under the ownership of the United States Postal Service.

The project would redevelop a vacant/underutilized property within the downtown core and is proposed to incorporate sustainable aspects within the development, attract people to the downtown area and create an environment for job creation.

Proposed City Council Motion:

I move to direct staff to present an ordinance approving LCRA Application 2017-001, Cowork - Lee's Summit Urban Renewal Redevelopment Project, 210 SW Market Street, SF003, LLC, Applicant.

Background:

December 8, 2016 - the City Council adopted Ordinance #8038 approving Cowork-Lee's Summit Preliminary Development Plan. The location of the redevelopment project is within the existing Downtown LCRA Urban Renewal Area known as "Project No. MO-R-47 Lee's Summit, Missouri" Urban Renewal Area.

January 5, 2017 - SF003, LLC presented a conceptual economic incentive request to the City Council in accordance with the adopted Economic Development Incentive Policy and received direction from the City Council to proceed with the request through the LCRA process.

January 25, 2017 - the LCRA considered the Cowork - Lee's Summit LCRA redevelopment project application and recommended approval of the project to the City Council with conditions.

Impact/Analysis:

Should the City Council approve the LCRA recommendation of real property tax abatement for the proposed project, the estimated amount of the tax abatement over the 8 year period is approximately \$204,096.

The preferred manner in which to administer the real property tax abatement would be to abate 100% of the real property tax for the 210 SW Market Street property and enter into a development agreement whereby Payment in Lieu of Taxes (PILOTS) are paid to realize the 50% abatement of the base value of the property. The development agreement could also contain conditions regarding minimum investment, use of property and job creation if so directed. The development agreement would be required to be executed between the City and SF003, LLC prior to activating any approved abatement. The ordinance provided later on the agenda is structured such that execution of the development agreement is required prior to any property tax abatement occurring.

Timeline:

The redevelopment project is anticipated to be completed in the fall of 2017.

Presenter:

Ben Rao, SF003, LLC - applicant
Donna Gordon, LCRA Chairman
Mark Dunning, Assistant City Manager

Committee Recommendation: The LCRA voted unanimously 3-0 (two members absent) to recommend a 100% abatement on the incremental increase in value of the property and a 50% reduction in the base real property tax for 210 SW Market Street for an 8 year period with conditions that the minimum level of investment be certified, a benchmark be created to evaluate job creation, and reconsidering the approved incentive should the use of the property change during the 8 year abatement period.



LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY

LEE'S SUMMIT

Date: 1/9/17

Applicant File # _____

Applicant Name BEN RAO

REDEVELOPMENT PROJECT APPLICATION

Application must be submitted with six (6) exact copies. A non-refundable filing fee is required with this application in the amount of \$1,500.00. All third party costs, including professional services, legal, title, appraisal, due diligence, recording fees, etc. if borne by the LCRA shall be reimbursed from the applicant / developer. If necessary and required by the LCRA, an executed Funding Agreement may be required to be executed prior to processing the application.

I. APPLICANT INFORMATION

Applicant/Organization Name: SF003, LLC / COWORKLS

Business Address: 508 SE DOUGLAS ST, LS, MO 64063

Contact Person: BEN RAO Telephone #: 816-585-7027

Facsimile #: _____ E-mail: BRAO@COMMUNITYBUYINGGROUP.COM

Address (if other than business address): _____

Attorney for Applicant: JACKIE MALONEY Telephone #: 816-456-6032

Facsimile #: _____ E-mail: JACKIE@BUSHYHEADLAW.COM

Attorney Address: 315 SE MAIN ST
LS, MO 64063

II. BUSINESS INFORMATION

A. In what line or lines of business is the applicant engaged?

REAL ESTATE AND COWORKING

B. Is the applicant (or its parent) a proprietorship, partnership, or corporation?

LLC

C. Year and State of incorporation: 2007

D. List the names and titles of the officers of the applicant firm:

Name	Title	Telephone #
<u>BEN RAO</u>	<u>OWNER</u>	<u>816-585-7027</u>

E. Describe all outstanding or threatened litigation: *(Attach separate sheet if necessary)*

N/A

(Provide the same information requested above for the parent company, if applicable)

III. LOCATION OF THE PROJECT

General Boundaries: *(Attach separate sheet if necessary)*

Council District: 1

Total Acreage: 1.25

Is the project located in any incentive areas? *(Attach separate sheet if necessary)* _____

BLIGHTED

What is the current zoning of the project area? PMIX

What is the proposed zoning for the project area? SAME - PMIX

This property is located in the following Urban Renewal Area *(if applicable)*:

Yes, LS DOWNTOWN URA RENEWAL

IV. THE PROJECT

- A. Provide a detailed narrative description of the proposed project, including information as the size of the project, amount of land (property) to be purchased, whether the project is a rehabilitation of existing structure(s), expansion, or the construction of a new facility, residences, etc. Describe what products or services are to be manufactured or provided through this project. *(Attach separate sheet if necessary)*
- B. Does the applicant or its parent company presently have offices or industrial facilities located in Lee's Summit, Missouri? If so, describe. *(Attach separate sheet of necessary)* **YES, 226 SE DOUGLAS ST, LS, MO 64062**
- C. List any nationally or locally historical properties and/or districts within the Project Area. **NONE TODAY**
- D. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application: *(Attach separate sheet if necessary)*
N/A

V. COMMUNITY IMPACT STATEMENT

- A. Describe the project's integration within the applicable Lee's Summit Comprehensive Master Plan, conformance with the adopted Economic Development Incentive Policy or applicable adopted plan within the community. *(Attach separate sheet if necessary)*
- B. How many people will be employed by the project? *(Attach separate sheet if necessary)* **APPROX. ~~100~~ THREE**
- Will this project represent an increase in employment opportunities in Lee's Summit, Missouri? **YES**
 - Number of jobs to be retained. **1 - 100**
- C. Projected real and personal property investment. **1.6 MILLION**

- D. Describe the capability of the project to attract sales from outside the City, if applicable. *More than 50 small businesses will be in this facility, plus a new coffee shop and meeting space.*
- E. Will this project attract additional residents to the area?
YES
- F. Are there plans for future expansion?
Possible future expansion to building or surrounding land.
- G. What environmental impact will this project have on the area?
Less run off water, and solar power to building, public charging station
- H. Will there be the use of federal or state incentives for this project?
Not sure, not today, except solar/LED tax credits
- I. Provide evidence of the need for the abatement (i.e., competitive pressures of the location, need for remediation of blight in proximity to the project, addition of jobs to a high unemployment area, etc.)
Remediation of building, added environmental benefits, ~~new~~ new technology + utility infrastructure
- J. Describe the estimated impact to proximate businesses, particularly to businesses selling similar products or services in the area.
*No conflict with surrounding businesses, the coworking space will bring hundreds of additional people to shop at local businesses (restaurants, bars, hair, etc...)
It will also encourage and nurture small businesses that are likely to keep their business in Lee's Summit.*

VI. PROJECT COSTS:

Identify the costs reasonably necessary for the acquisition of the site and/or construction of the proposed Project together with any machinery and equipment in connection therewith, including any utilities hook-up, access roads, or appurtenant structures.

Item	Amount	Costs to be Financed with Bond Proceeds, if
------	--------	---

		Applicable
Acquisition of Land and Existing Buildings	725K	
Relocation costs (if applicable)	30K	
Construction Costs:		
1. Architectural and Engineering		
2. Site Preparation		
3. Materials	250K	
4. Labor	250K	
5. Construction Contracts	25K	
6. Utilities Connection	150K	
7. Paving and Landscaping	100K	
Renovation Cost	300K	
Machinery and Equipment		
Furniture and Fixtures	50K	
Capitalized Interest (From To)		
Cost of Issuance (i.e. accounting, legal, etc.)		
Contingency/Professional Fees	25K	
TOTAL PROJECT COSTS	1,905,000	

Current Fair Market Value of Land: \$ 725,000

Fair Market Value of Improvement: 1.2MM

Current Assessed Value of property: 639,000 PROP / 92,750 LAND

Projected Assessed Value of the Land & Improvements Upon Completion: 1.9MM

Please outline specific request for abatement (requested amount, percentage and number of years for abatement).

- Total amount of property tax abatement requested: \$ 224,000
- Percentage of abatement requested: 100 % INCREMENTAL / 50% of BASE
- Number of years of abatement: 10 yrs.

Please provide estimated schedule of property tax abatement for the requested timeframe for abatement (not to exceed 100% for 10 year period)

Example:

Accumulated Tax Abatement (assumes 2% property value increase every other year – not compounded)

100% abatement

50% abatement

Year 1	\$37,364.28	\$18,682.14
Year 2	\$74,728.55	\$37,364.28
Year 3	\$113,886.98	\$56,943.49
Year 4	\$153,045.41	\$76,522.70
Year 5	\$193,997.99	\$96,998.99
Year 6	\$234,950.57	\$117,475.28
Year 7	\$277,697.30	\$138,848.65
Year 8	\$320,444.03	\$160,222.02
Year 9	\$364,984.92	\$182,492.46
Year 10	\$409,525.80	\$204,762.90

SEE ATTACHED EXAMP

VII. SOURCES OF FUNDS:

State amount and sources of financing for all of the Project costs listed above. Please provide commitment letters for any sources received listing terms and conditions.

SOURCES	AMOUNT
<i>BEN RAO PERSONAL</i>	<i>\$300,000</i>
<i>SUMMITBANK, LEE'S SUMMIT</i>	<i>\$1,500,000</i>

VII. DEVELOPMENT TEAM

Identify members of the development team and provide evidence of experience with other development projects.

Ben Rao
508 Se Douglas Street
Lee's Summit, MO 64063
816-585-7027

**Serial Entrepreneur & Visionary
Culture Builder
Go Getter and Doer**

Recent Entrepreneurial experience:

- 2006- Current; Startup Company - Summit Holding Group – Real Estate Investment
- 2010- Current; Startup Company - Community Buying Group Startup – 12 employees
- 2014 Involved in the startup of Boost Lee's Summit entrepreneurial program
- 2014 Finalist for Lead Bank Jackson County Challenge
- 2015 Top 20 Tech Week and Launch KC
- 2015 Finalist Innovation Summit
- 2015 Lee's Summit Chamber Business of the Year finalist
- 2016 Top 100 Tech Week
- 2016 UberPitch Finalist

Other Experience:

- Raised Venture Capital Money
- Panelist and lecturer on Entrepreneurialism
- Mecca Challenge Judge

Community:

- Member of the LS Chamber
- Sponsor of Downtown Main Street and Committee participant
- 2011-2014 Board member of Eastern Jackson County Landlords Association
- 2012-2013 Board member of Kansas City Investment Group
- 2010 Board Member of Lee's Summit PTA
- President of the Lee's Summit High School Lacrosse Club
- Partner in Central Missouri University workforce placement and Educational Internship
- CBG employees volunteered more than 600 Hours in 2015 and likely 900 in 2016
- Support of the special needs and work study program and LS North High School
- Restored Downtown historic homes including the founder of Lee's Summit house est. 1880, 508 SE Green Street est. 1865, Mercantile House est. 1890 and rehabbed more than 40 others in Lee's Summit.

Family:

Ben lives in Lee's Summit founder's historical property he restored in downtown Lee's Summit, Missouri with his wife, Rhonda, and their two children, Maddy and Charlie and Charlie dog, a border collie who goes to the CBG office every day

BEN RAO

VIII. OPERATING PROFORMA.

The proforma must cover the period of abatement requested.

X. BOND FINANCING

Bond Financing is handled on a case-by-case basis.

N/A

XI. REQUIRED ATTACHMENTS:

- **Attachment A:** A map showing the boundaries of the project.
- **Attachment B:** A map indicating current land use and zoning.
- **Attachment C:** A map indicating the proposed land use and zoning.
- **Attachment D:** A map showing infrastructure improvements to be made.
- **Attachment E:** A development schedule for the project, including the phasing of development and the locations and improvements to be accomplished in each phase.
- **Attachment F:** Design plans for the project (including site plans & elevations).
- **Attachment G:** Photographs of the project site and/or structure to be rehabilitated.
- **Attachment H:** Copy of preliminary title work.
- **Attachment I:** Letter(s) of Support from one or more of the following: councilpersons, mayor, county official, state representative, state senator, local taxing entities, and/or neighborhood organization(s).

** City Council Motion 1/8/17*

XII. CERTIFICATION OF APPLICANT:

The undersigned hereby represents and certifies that to the best knowledge and belief of the undersigned, this project application contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect, and that it is truly descriptive of the property which application is being made.

NAME: BEN RAO, SF003, LLC

SIGNATURE: 

TITLE: OWNER

RETURN COMPLETED APPLICATION AND NON-REFUNDABLE APPLICATION FEE TO:

**Land Clearance for Redevelopment Authority
c/o City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063**

**REDEVELOPMENT PROJECT APPLICATION
EXHIBIT "1"— BUDGET / PROFORMA**

REDEVELOPMENT PROJECT APPLICATION
EXHIBIT "2"— NEW AND EXISTING EMPLOYMENT INFORMATION

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "A"—Map of Project Boundaries

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "B"—Map of Current Land Use and Zoning

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "C"—Map of Proposed Land Use and Zoning

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "D"—Map of Proposed Infrastructure Improvements

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "E"—Development Schedule

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "F"—Design Plans (Site Plans and Elevations)

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "G"—Photographs of project site and/or structure to be rehabilitated

REDEVELOPMENT PROJECT APPLICATION
ATTACHMENT "H"— Title Work / Property ownership

REDEVELOPMENT PROJECT APPLICATION

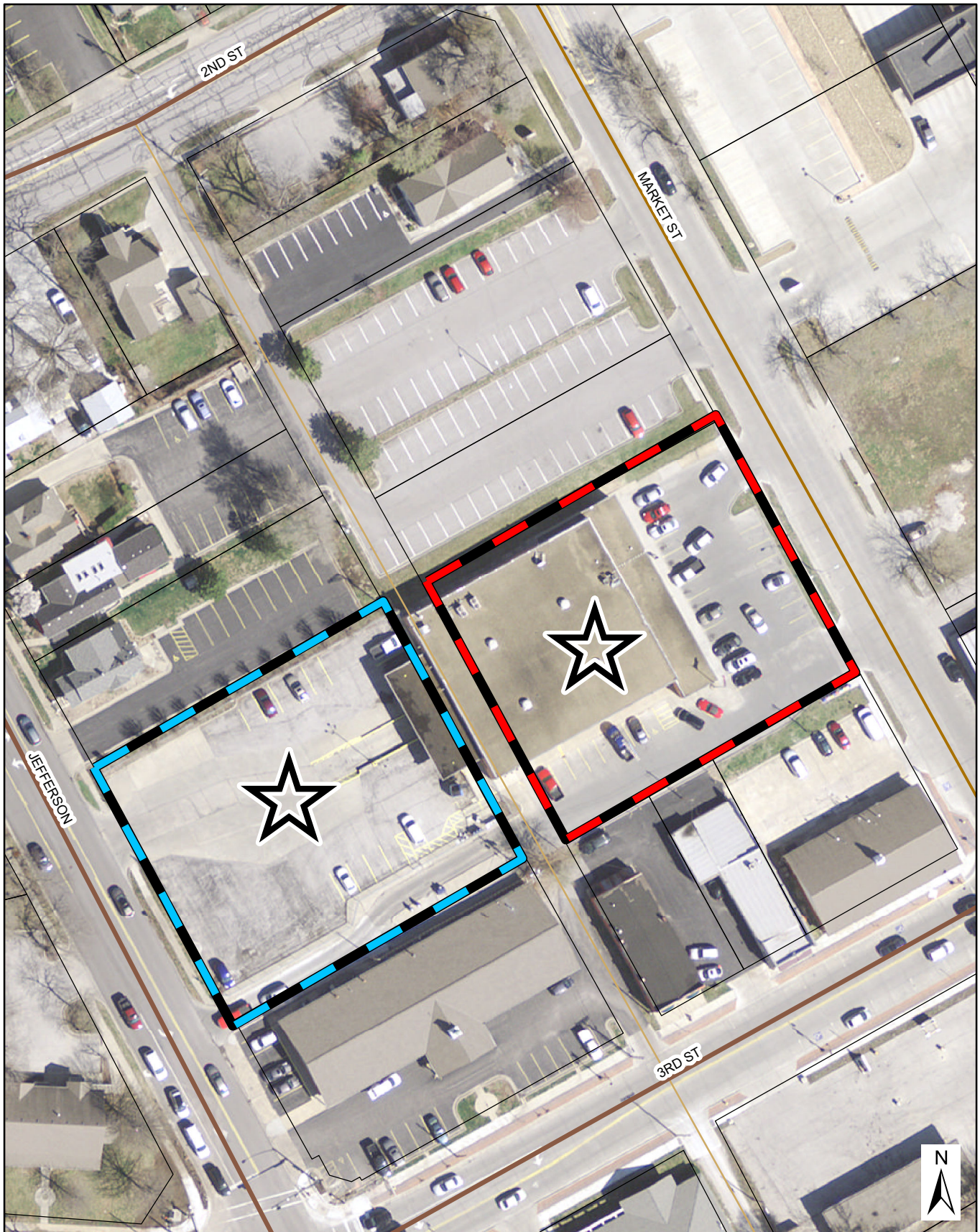
ATTACHMENT "I"—Letters of Support

(Council, Mayor, County Official, State Representatives or Senators, Local Taxing Entities and/or Neighborhood Organizations)



Attachment A

Co-Work Lee's Summit LCRA Application

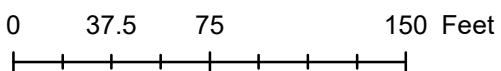
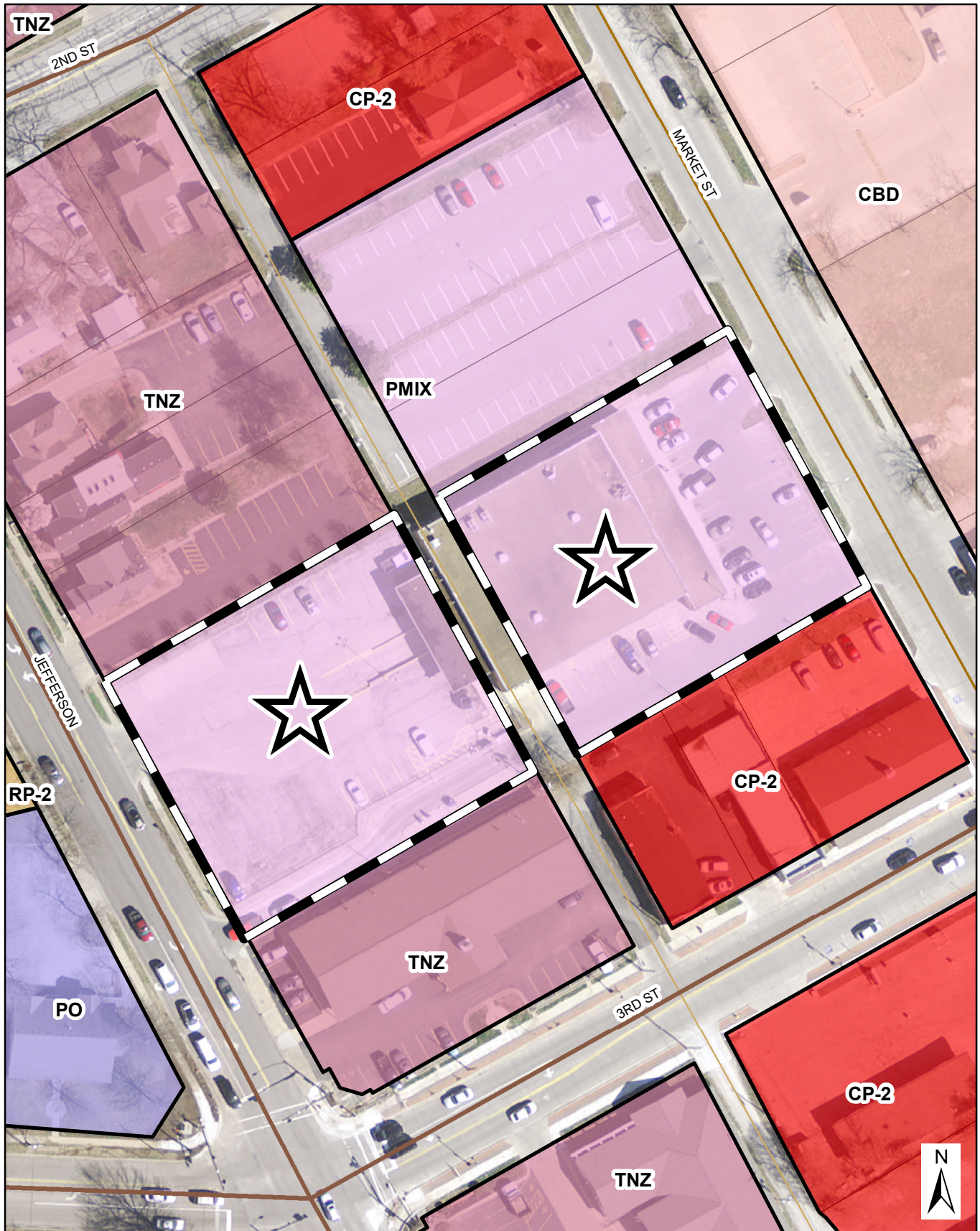
Location Map



0 37.5 75 150 Feet

 210 SW Market St
 211 SW Jefferson St

Attachment B.2 Co-Work Lee's Summit LCRA Application Existing Zoning



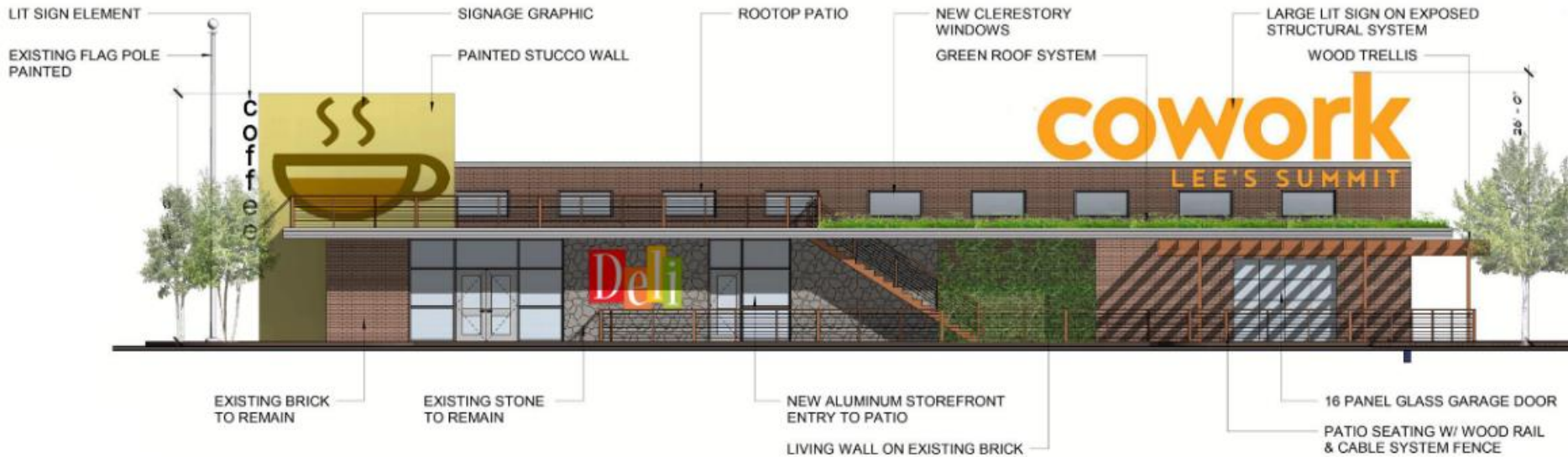
cowork

LEE'S SUMMIT

LCRA Consideration for Cowork LS

- Attracts more businesses to Lee's Summit
- Beautification of a neglected area
- Increases Revenue to the City
- Increased business to Downtown merchants
- Improved Infrastructure
- Job Creation
- Regional Showcase for Lee's Summit

Building Concept



East Elevation (Front)

cowork
LEE'S SUMMIT

Phase 2 & 3 – Redevelopment Concept

Site Elements

Building	Type	Description
A	Office / Retail	2 / 3 Story - 30,000 sf
B	Office / Retail	2 Story - 25,000 sf
C	Retail / Living	3 Story - 5,000 Retail / 10,000 Living (9 units)
D	Parking Garage	3 Story - 250 +/- stalls
E	Office / Retail	Phase 1 - 9,400 office / 3,000 Retail
F	Living	3 Story - 43,500 sf (36 units)
G	Living	3 Story - 43,500 sf (36 units)

169,400 sf total





SW 2nd Street

SW Jefferson Street

SW Market Street

SW 3rd Street

F

G

A

E

B

D

Within Cowork Lee's Summit

Micro Coffee Shop & Deli

Coworking Space

Meeting Rooms and Meeting Space

Commons Flex-Desk Offices



cowork
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Meeting Rooms

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**Presentations
Pitches
Meetings**

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Attracting Businesses, Residents and Events

Who COworks?



Small Businesses



Non-Profits



Freelancers



Remote Workers



Small Teams

Supporting an Entrepreneurial Community

Building a nerve center where businesses can collaborate, learn, and build sustainability

Provide startups with two valuable ingredients: perspective and community

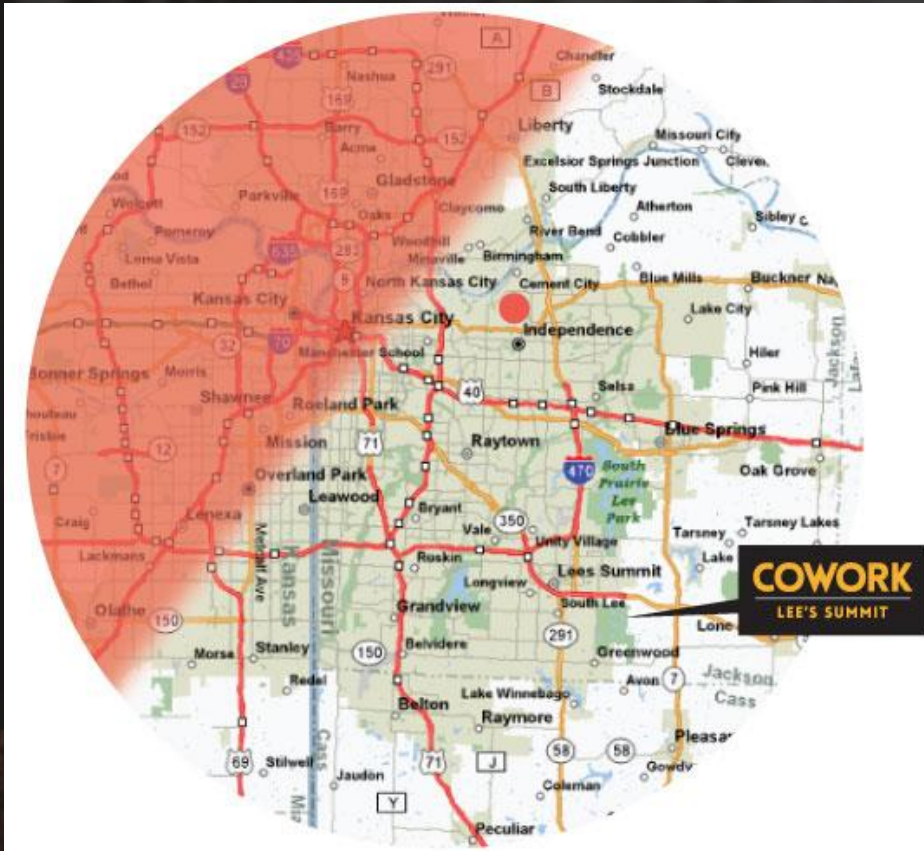
Encouraging Corporate Participation

Offsite meeting or functions

Corporations supporting innovative employees

Sponsorship Opportunities

Regional Influence

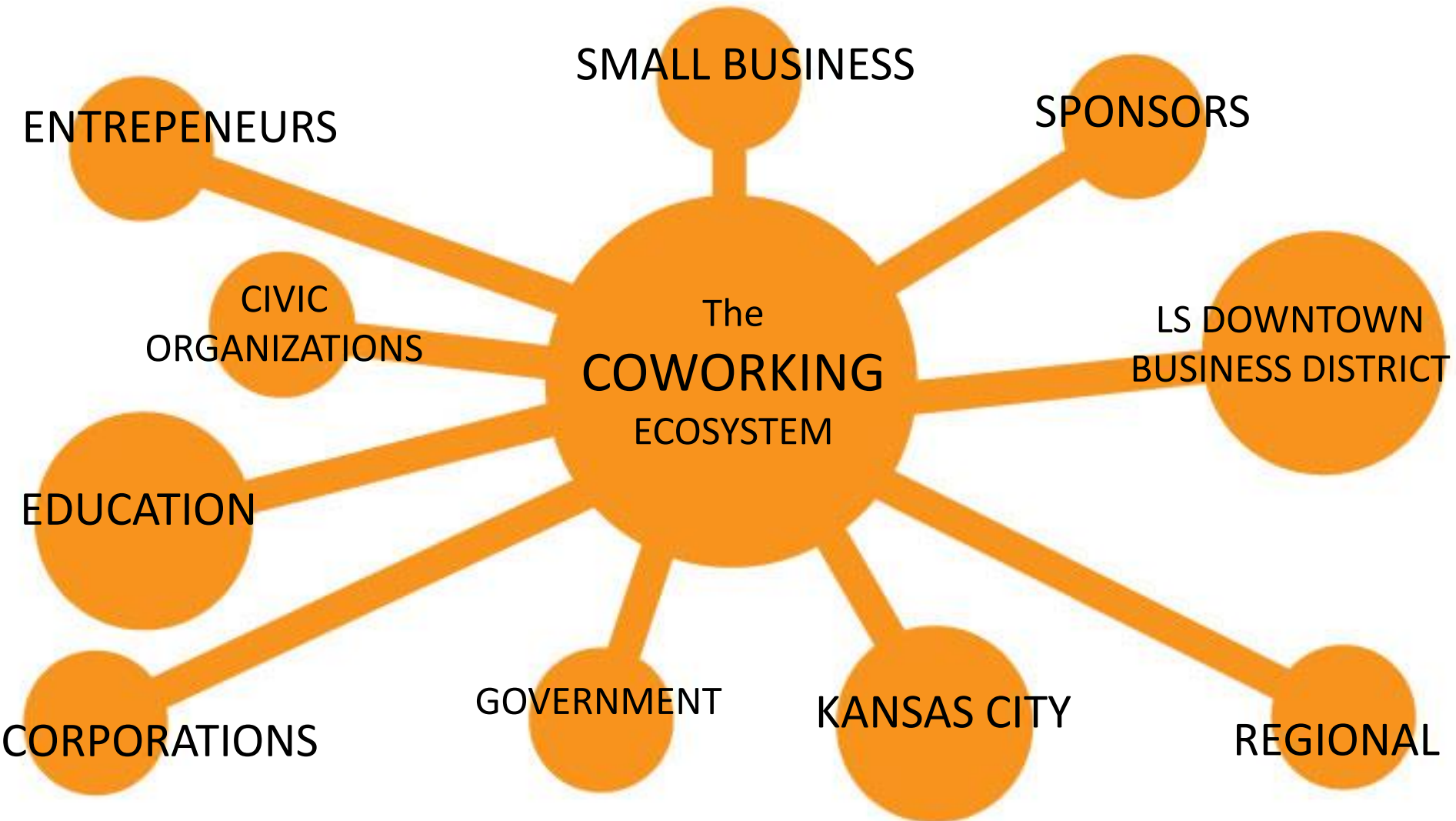


Demographics within 10 miles of Cowork LS

2019 Population	405,639
2016 Population	388,198
2014 Population	398,733
Projected Growth	1.73%
Daytime Population	136,171
Bachelor's Degree +	27.32%
# of Households	157,937
Incomes \$75,000 +	30.21%
Avg HH Income	\$63,515
Med HH Income	\$50,222
Housing Value	\$136,369
Own Occ Units (%)	67.61%
Own Occ Units (#)	106,787

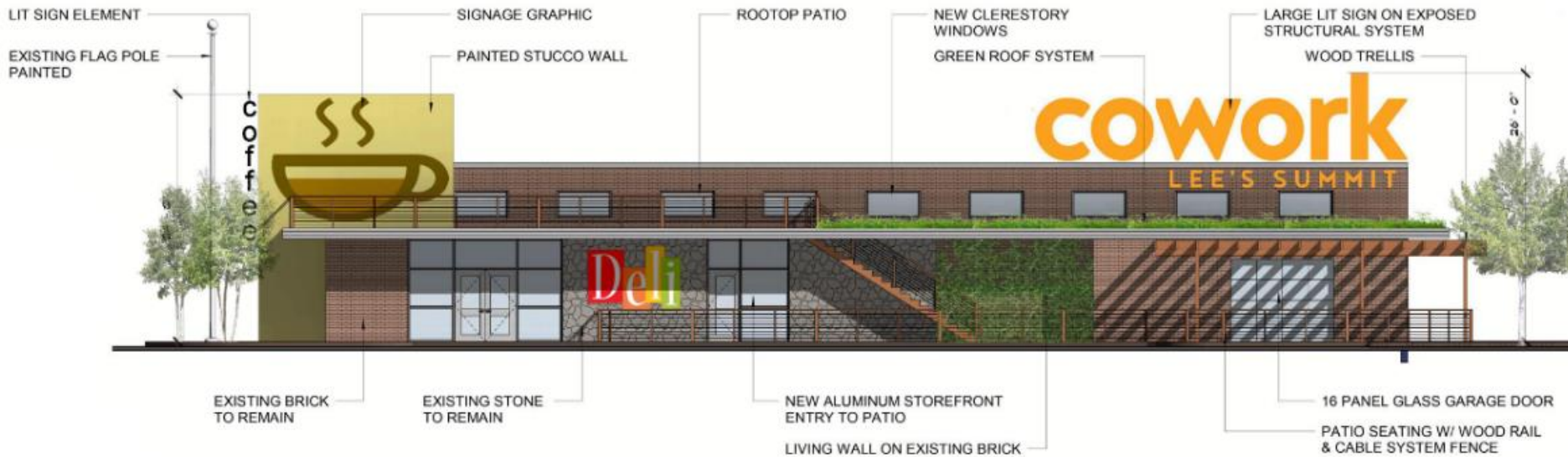
Source: 2014 Claritas Inc. All Rights Reserved





**coworking is bigger than a business
- it's an ecosystem**

Beautification



East Elevation (Front)

cowork
LEE'S SUMMIT

Reducing Stormwater



Improved Infrastructure

cowork
LEE'S SUMMIT



New Public Services Charging Station

Improved Infrastructure

cowork
LEE'S SUMMIT

Attracting Technology Companies

GB Internet
To Downtown LS



Improved Infrastructure

cowork
LEE'S SUMMIT

Reusable Energy

50%+ Solar Powered
& LED Lighting



Regional Showcase

cowork
LEE'S SUMMIT



**Building Community
pulling people together**

cowork
LEE'S SUMMIT



**Economic Impact
Spending with ½ mile**

cowork
LEE'S SUMMIT



Retaining
Expanding
Attracting
Companies
Home

Economic Growth
Making Lee's Summit Home

cowork
LEE'S SUMMIT

Phase 1 - Infrastructure & Other Investments

- \$40,000 - Water main extension for sprinkler system
- \$37,000 - GB Internet to Downtown LS
- \$134,000 – Solar Panels & Car Charging Station
- \$41,000 – Parking lot beautification & exterior lighting
- \$28,000 – Runoff Water Reduction
- \$75,000 – Exterior Beautification & Landscaping

LCRA Application Consideration

cowork
LEE'S SUMMIT

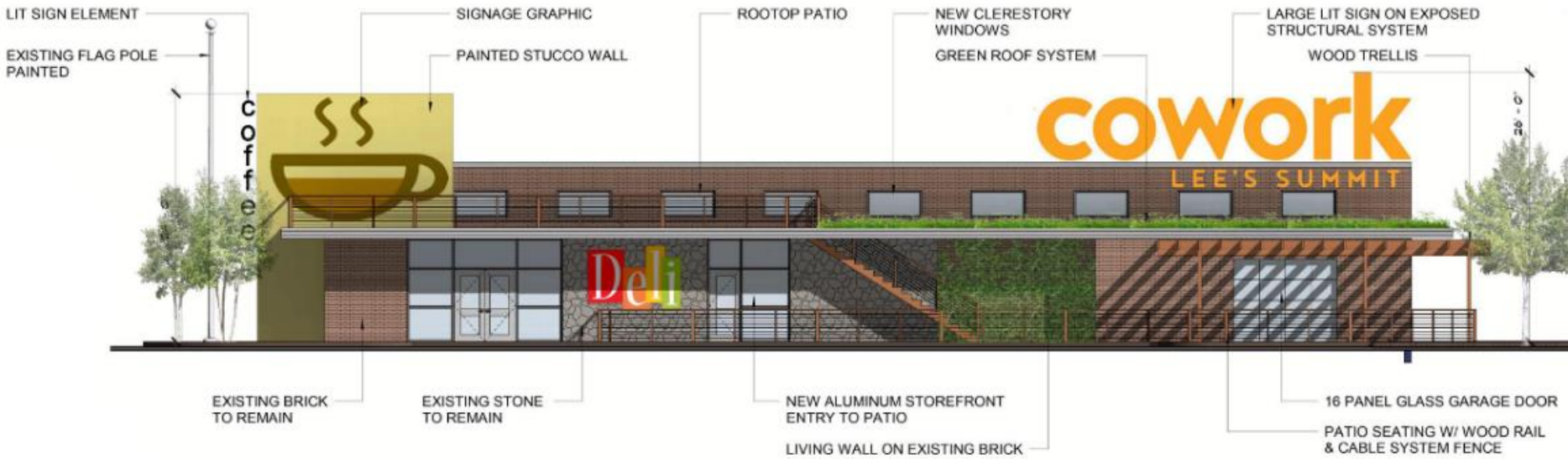
Why Lee's Summit benefits from cowork Is

- Increased business to Downtown merchants
- Immediate economic benefits to the City
- Beautification of a neglected area
- Improved Security and Safety (24 hour surveillance)
- Regional Showcase for an environmental building
- Economic Development and Growth for small businesses
- Attracting new businesses

cowork lee's summit supporters

- * Marketing Center of Ideas
DTLS Businesses
Neighboring Businesses
- * Downtown Main Street
 - * LS Chamber

LCRA help's make cowork lee's summit a reality



East Elevation (Front)

cowork
LEE'S SUMMIT

Job Creation

~150 Businesses involved in cowork Lee's Summit

~30% will grow in to companies to add employees

Measure this though new Business Licenses & relocation from other cities



UNITED STATES DEPARTMENT OF LABOR



BUREAU OF LABOR STATISTICS

Survival Rate for new business?

50% of all new businesses survive 5 years

33% of all new businesses survive 10 years

Probability of survival increase with a businesses age

cowork

LEE'S SUMMIT

Phase 1 - Infrastructure & Other Investments

- \$40,000 - Water main extension for sprinkler system
- \$37,000 - GB Internet to Downtown LS
- \$134,000 – Solar Panels & Car Charging Station
- \$41,000 – Parking lot beautification & exterior lighting
- \$28,000 – Runoff Water Reduction
- \$75,000 – Exterior Beautification & Landscaping

LCRA Application Consideration

cowork
LEE'S SUMMIT

Zero Tax Basis for the past 64 years



LCRA Worksheet

Zero Basis Calculation

\$36,351 Annually
New Base and Incremental Taxes

Worksheet – 7.05 Years at 100%

$$7.05 \times \$36,351 = \$256,274$$

LCRA Worksheet

Estimated Basis Calculation

\$21,339 increase to \$36,351 Annually
Estimated Base and Incremental Taxes

Worksheet – 8.38 Years at 100%

$$8.38 \times \$15,012 = \$125,842$$

Propose LCRA

Hybrid Calculation

Est Base \$21,339 - 50% ~ \$10,500

Increment \$15,012 - 100% ~ \$15,012

Worksheet Average— 7.75 Years at 100%

$$8 \times \$25,512 = \$204,096$$

Propose LCRA Overview

Zero Basis Calculation - \$256,274

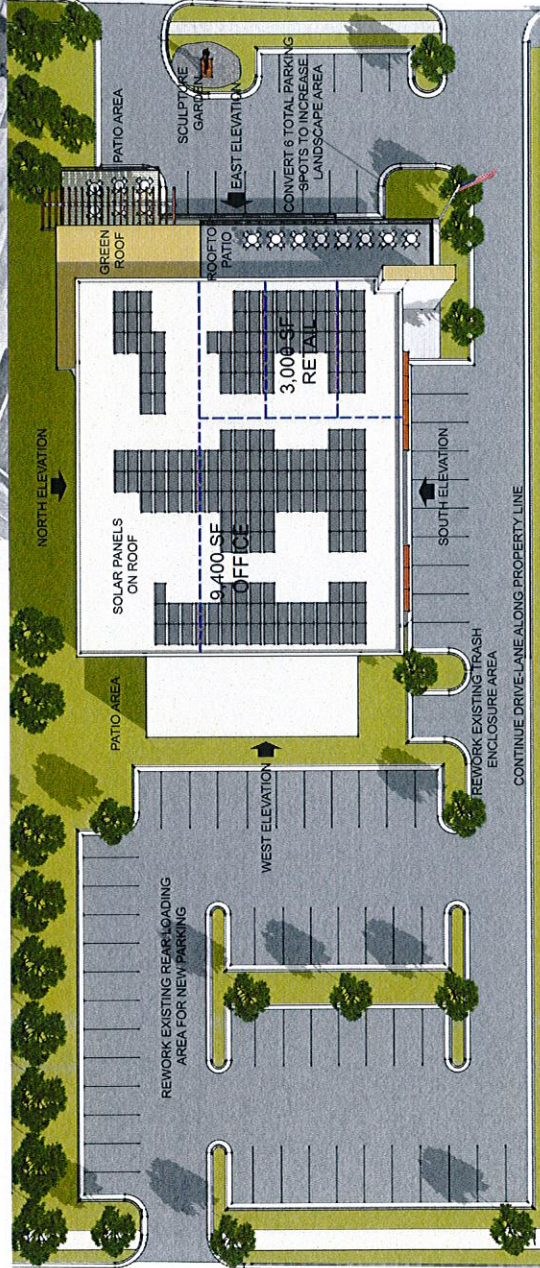
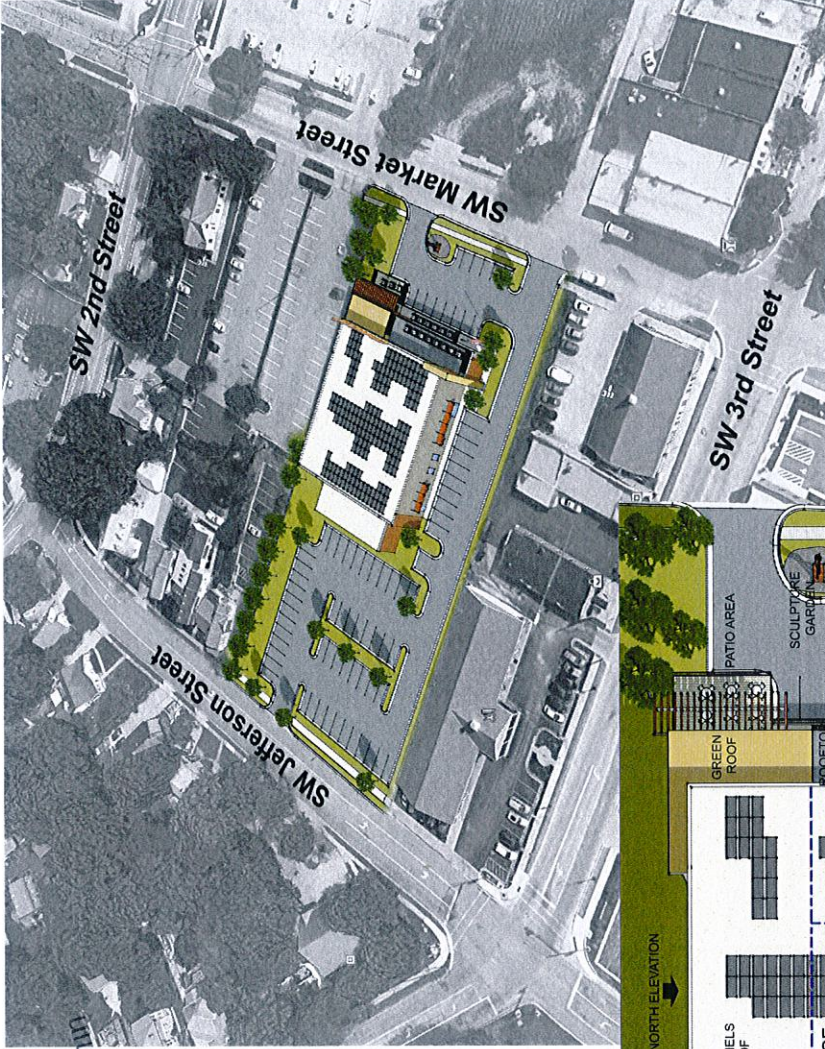
Estimated Basis Calculation - \$125,842

Hybrid Calculation - \$204,096

Why Lee's Summit benefits from cowork Is

- Increased business to Downtown merchants
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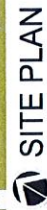
RECEIVED
 NOV - 7 2016
 Planning & Codes Admin



Project Description

Convert old Lee's Summit Post Office building to small Business / Retail. The site to be reworked for new parking, landscaping, and outdoor patio areas. Existing building elements to be kept and improved with paint, new windows, additional signage elements, green roof, solar panels, and outdoor patios. Refer to Building Elevations for extents of finishes.

Occupancy Type	Description
Retail	3,000 sf
Office	9,400 sf
Parking Spaces:	75



hollis miller architects

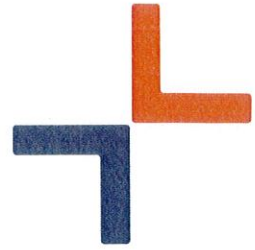
co-work
 LEE'S SUMMIT



**INITIAL PHASE: SITE CONCEPT
 POST OFFICE REDEVELOPMENT**

co-work - Lee's Summit 11.07.2016

-2016 - 199



Project Name:	Cowork Lee's Summit					Project Investments:	
formula						Real property	1,000,000
						Taxable personal property	25,000
					Weighting	TOTAL	1,025,000
Remediation and Prevention of Blight / Tax base stabilization					33.33%		
New Tax to the City					33.33%		
New Jobs to the City					33.33%		
Current Market Value:					639,640		
Est. % of increase in market value of RE from investment:					45%		
Projected abatement year 1 sales					40,000		
Projected annual sales growth rate					5.0%		
Percent of sales that are taxable					100.0%		
# of jobs <70 of Jackson County median wage					0		
# of Jobs > 70% and < 80% of Jackson County median wage					0		
# of Jobs that are > or = to 80% but < 99.9% of the Jackson County median wage					0		
# of Jobs that are > or = to 100% but < 120% of the Jackson County median wage					15		
# of Jobs that are > or = to 120% of the Jackson County median wage					1		
10 year incremental abatement amount					150,124		
Total real estate project renovation costs/investment					1,000,000		
Maximum tax abatement \$ based on RE investment					250,000	(Maximum Incentive may not exceed 25% of total project costs)	
Jobs created and/or retained over abatement period					16		
Estimated increase in LS tax collections during abatement					96,079	(over 10 year period - calculated below)	
Estimated increase in market value of the property					450,000	Commercial property increase per assessor	
Estimated Tax Increment:					15,012	per year	
Guidance abatement amount from spreadsheet					125,842		
Estimated abatement period					8.38		

**CITY OF LEE'S SUMMIT
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY (LCRA)
DRAFT MEETING MINUTES**

DATE: January 25, 2017
TIME: 3:00 p.m.
PLACE: Lee's Summit City Hall, Council Committee Room
220 SE Green Street
Lee's Summit, Missouri

1. Call to order at 3:01 p.m. by Chair Donna Gordon.

Board Members Present: Donna Gordon, Chair
Mark White, Vice Chair
John Lovell
Shelley Kneuvean

Staff: Mark Dunning, Assistant City Manager
Christopher Hughey, Development Center
Ryan Elam, Development Center
Colene Roberts, Citizen Committee Support

Guest: Ben Rao

2. Approval of December 7, 2016 meeting minutes

Mr. White made a motion to approve the minutes for the December 7, 2016 meeting. Mr. Lovell seconded. The motion passed unanimously approving the meeting minutes.

3. Presentation and consideration of LCRA redevelopment project Application, Cowork Lee's Summit, 210 SW Market Street, Application #2017-001; SF003, LLC / Cowork LS applicant

Ben Rao gave a presentation on his project. Cowork LS will be located at the old downtown post office. The project application only includes the building and the small parking lot on the Market Street parcel. The Jefferson Street parcel (paved area) is not included. There is an overall redevelopment plan for that block and he showed a visual representation of how his project could fit into that plan. He reviewed some of the benefits to the community from this project; the potential reach of community connections that could be made as a result of the project; and networking and collaboration opportunities for local businesses. Cowork will be funded by membership dues and events; corporate sponsorships; grants and fundraising; and local government support. Besides offices, flex desk space and common areas, the facility will include a deli/coffee shop and a small bar space. There will be an event space of 1,800 square feet. The types of members will likely include small businesses, nonprofits, freelance workers, and small teams. The building would be rehabilitated to include a much more attractive façade and an outside patio. A number of infrastructure improvements were listed, including adding some green stormwater management techniques to reduce runoff. Other environmentally friendly features will be included, such as, charging stations for vehicles, rooftop solar panels, and energy efficient design. Project expenses on

infrastructure improvements were reviewed. The interior of the building will be renovated, as well. This includes all of the existing space of nearly 13,000 square feet. A small amount of additional square footage may be added. There will be some new outdoor space in front and in back of the building (patio or decking).

The project utilizes property owned by the federal government so the City has never collected taxes from the property. This makes it difficult to capture the base property tax. The assessed value at the time of sale can be estimated to help determine the increment. The impact of the project is measured based on remediation of blight, new taxes coming in, and new jobs created (above median). The number of Cowork employees on site will be few but there may be many jobs created by the businesses that inhabit Cowork. It will be difficult to measure the jobs created or relocated to Lee's Summit. The sales tax coming in from the deli/coffee shop within the building will likely be much higher than the amount estimated in the worksheet. The total investment in the facility, beyond the purchase price, is estimated to be \$950,000. Ms. Kneuvean stated that she would like to see a minimum investment amount certified and included as a variable in future projects. Mr. White made a motion to recommend approval of 100% abatement for 8 years at an estimated total of \$204,096, including stipulations in the agreement on the minimum investment in the property, any change to the business model, and a benchmark for the jobs created. Ms. Kneuvean seconded. The motion passed.

Mr. Dunning will contact Mr. Rao and Ms. Gordon with a meeting date once the application is scheduled with the City Council.

4. Roundtable

Ryan Elam, the new Director of the Development Center, was introduced.

7. Adjournment

Ms. Gordon adjourned the meeting at 4:42 p.m.

Minutes prepared by Colene Roberts

Packet Information

File #: BILL NO. 17-40, **Version:** 1

AN ORDINANCE APPROVING A LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY REDEVELOPMENT PROJECT, COWORK LEE'S SUMMIT PROJECT, PURSUANT TO THE PROVISIONS OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY LAW, SECTIONS 99.300 TO 99.660 RSMo.

Issue/Request:

AN ORDINANCE APPROVING A LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY REDEVELOPMENT PROJECT, COWORK LEE'S SUMMIT PROJECT, PURSUANT TO THE PROVISIONS OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY LAW, SECTIONS 99.300 TO 99.660 RSMo.

Key Issues:

If approved, the attached ordinance would authorize a Land Clearance for Redevelopment (LCRA) redevelopment project - real property tax abatement for a single parcel located at 210 SW Market Street. The property is located within the Downtown LCRA Urban Renewal Area and would entail the redevelopment of the vacant downtown post office into a shared co-work use with accessory uses.

The ordinance would authorize real property tax abatement of the parcel addressed as 210 SW Market St. (100% of increment and 50% of base valuation) subject to the execution of a development agreement that will be presented at a later date which will outline the structure in which the abatement will occur (Payment in Lieu of Tax) and set forth performance measures for the project. Execution of a development agreement is required prior to activation of any abatement of real property taxes for the project and would be brought before the City Council for approval.

If the ordinance is adopted, and after execution of the development agreement, the annual estimated real property tax abatement is \$25,512 while new revenues flowing to taxing jurisdictions through a Payment in Lieu of Tax (PILOT) is estimated to be \$10,500 annually. The abatement and PILOT would be in place for an 8 year period.

Proposed City Council Motion:

First motion: AN ORDINANCE APPROVING A LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY REDEVELOPMENT PROJECT, COWORK LEE'S SUMMIT PROJECT, PURSUANT TO THE PROVISIONS OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY LAW, SECTIONS 99.300 TO 99.660 RSMo. - I move for second reading.

Second motion: AN ORDINANCE APPROVING A LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY REDEVELOPMENT PROJECT, COWORK LEE'S SUMMIT PROJECT, PURSUANT TO THE PROVISIONS OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY LAW, SECTIONS 99.300 TO 99.660 RSMo. - I move for adoption.

Background:

December 8, 2016 - the City Council adopted Ordinance #8038 approving Cowork-Lee's Summit Preliminary Development Plan. The location of the redevelopment project is within the existing Downtown LCRA Urban Renewal Area known as "Project No. MO-R-47 Lee's Summit, Missouri" Urban Renewal Area.

January 5, 2017 - SF003, LLC presented a conceptual economic incentive request to the City Council in accordance with the adopted Economic Development Incentive Policy and received direction from the City Council to proceed with the request through the LCRA process.

January 25, 2017 - the LCRA considered the Cowork - Lee's Summit LCRA redevelopment project application and recommended approval of the project to the City Council with conditions.

Impact/Analysis:

Should the City Council approve the LCRA recommendation of real property tax abatement for the proposed project, the estimated amount of the tax abatement over the 8 year period is approximately \$204,096.

Committee Recommendation: At the January 25, 2017 meeting, the LCRA voted unanimously by vote of 3-0 (two members absent) to recommend a 100% abatement on the incremental increase in value of the property and a 50% reduction in the base real property tax for 210 SW Market Street for an 8 year period with conditions that the minimum level of investment be certified, a benchmark be created to evaluate job creation, and reconsidering the approved incentive should the use of the property change during the 8 year abatement period.