

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
FOR THE DOWNTOWN PERFORMING ARTS SPACE AND FARMER'S MARKET PAVILION PROJECT (RFQ NO. PKS
2016-001)**

THIS AGREEMENT made and entered into this 18th day of July, 2016, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City"), and Ochsner Hare & Hare (hereinafter "Service Provider").

WITNESSETH:

WHEREAS, City intends to have design and architectural services for a Downtown Performance Space and Farmer's Market Pavilion (hereinafter "Project"); and

WHEREAS, Service Provider has submitted a Statement of Qualifications for the Project and an estimate of negotiated design and architectural costs to perform the Project; and

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

WHEREAS, City desires to enter into an agreement with Service Provider to perform the Project; 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 BASIC SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

Service Provider shall provide the following professional design and architectural services to City ("Basic Services"):

Scope of Services

1. Phase 1 | Project Kick Off

Ochsner Hare & Hare (OHH) will meet with the Leadership Team to verify current status of the project, gather input, develop project schedule and begin to outline the design concept. The Leadership Team will provide to OHH insight into the project, past design plans and data during this meeting.

2. Phase 2 | Site Survey

Desired Outcome: The client is seeking information related to the condition of the site. The client wants to identify all factors that would significantly increase construction costs above and beyond reasonable and customary expenses.

OHH will complete a utility survey for the area depicted in the received Exhibit consisting of approximately a 4 acre area. Utilities will be located thru the Missouri One Call system as well as all observed above ground utility structures. Markings will be surveyed, incorporated into the drawing, and coordinated with surveyed above ground features to improve overall accuracy. We will schedule an on-site meeting with Utility locating services to coordinate utility marking activities. Utility Owners as designated in the field will be labeled in the drawing. All utilities shown will be in compliance with Subsurface Utility Engineering (SUE) Quality Level "B". The site survey would include utilities, with specific attention given to stormwater and telecommunication utilities.

OHH will provide a list of Horizontal Control points with coordinates and descriptions for inclusion into plan documents and construction use. Control points will be referenced to the NAD83 Missouri West Zone, State Plane Coordinates System and to the known land survey monuments. OHH will provide vertical Control that references to the North American Vertical Datum 88. A Minimum of 3 local site benchmarks will be established for the project.

OHH will review the city provided GIS electronic files. OHH will review data including aerial, parcels, curbs, buildings, utilities (storm, sanitary, water) and 2 foot contours. OHH will use the utility survey and the GIS data to develop a base map for use during project phases.

3. Phase 3 | Site Analysis

The client requests that OHH visit the project site and provide a site visual inventory and analysis of the project area. OHH will review site conditions, existing surrounding uses, neighboring lots, utilities, topography, vegetation, hydrology, soils, etc.

In addition to the utility information, the client requests the development of a stormwater plan by providing an analysis or engineering review of the existing conditions and capacities based on the project area and existing watershed. The storm water plan will include description of project, description of project location (location map with existing topography), existing/on-going drainage studies, and site location relative to FEMA Flood Hazard Zones.

- A. Methodology – convey and document methodology followed for hydrologic analysis and hydraulic analysis of the proposed development. Hydrologic Analysis – description of the existing (pre-development) and proposed (post-development) condition hydrology and the methods, criteria, and assumptions used to determine both onsite and offsite discharge rates. Hydraulic Analysis – description of the drainage components analyzed for pre- and post- development (open channels, culverts, storm sewers, etc.) and the methods, criteria, and assumptions used to evaluate the drainage components.
- B. Existing Conditions Analysis - Identify and describe the existing site and surrounding area storm drainage conditions. Describe, analyze, and review the existing storm water runoff conditions at the site and in the surrounding area to determine impacted existing drainage systems. Prepare and include an existing conditions drainage area map, displaying the delineated existing drainage areas and all other information necessary for confirmation of the existing conditions analysis.
- C. Proposed Conditions Analysis - Identify and describe all changes as a result of the proposed site and surrounding area storm drainage conditions. Describe, analyze, clarify, and review the proposed storm water runoff conditions at the site and in the

surrounding area to determine the impact on existing drainage systems. Prepare and include a proposed conditions drainage area map, displaying the delineated proposed drainage areas and all other information necessary for confirmation of the proposed conditions analysis.

OHH will develop a preliminary opinion of probable construction costs for the development ready improvements that need to be made to the site prior to the proposed construction improvements would be built.

Work Products (Phase 1, 2 and 3): Site Utility Survey, Base Map, Site Analysis Graphic (electronic pdf files and one (1) hardcopy), Stormwater Plan, and Development Ready Preliminary Opinion of Probable Construction Costs

4. Phase 4 | Conceptual Master Planning

Desired Outcome: The client requests that OHH facilitate and manage a design charrettes to review site analysis, review previous design plans, develop programming, and develop conceptual design and planning for the Downtown Cultural Arts Campus Master Plan. Programming and conceptual designs will include both site and restroom building spaces. OHH will prepare two (2) conceptual design plans for initial discussion with the city staff and project committee as part of the charrette. The design will take into account space-planning, operational maintenance, community's needs, project committee interaction and the overall pedestrian, building, farmers market, and landscape enhancement of the site, safety, as well as motorist's views and perceptions of the site. The design charrette is outlined below and will be attended by OHH and the design team members as required by OHH.

The client requests the following process and steps for the design charrettes:

- a. OHH will facilitate and manage one design Charrette to include project stakeholders DLSMS, DLSCID, City Council, and Staff. (One design charrette will be conducted over the course of two meetings.)
- b. The design charrette process will produce two conceptual designs. OHH will finalize those two conceptual designs following the design charrette.
- c. Using the two conceptual designs, OHH will facilitate and host a public comment period and obtain feedback using comment cards. The public comment period will be conducted during two scheduled times (one weekday time, one weekend time).
- d. Following the public comment period, OHH will present the conceptual plans to the City Council (by district)(4 – 1hr meetings).
- e. Once the public comment period and Council meetings are finished, OHH will meet with the Leadership Team to go through comments and give final feedback
- f. OHH will finalize one conceptual site plan incorporating comments received from Leadership Team.
- g. The Leadership team will present to DLSMS and DLSCID the final conceptual plan for approval

- h. The Leadership Team and OHH will present to the Council the final conceptual plan for approval
- i. OHH will develop a preliminary opinion of probable construction costs for the proposed improvements developed in the final conceptual plan.

Meetings: OHH attendance at one (1) Kick-off Meeting, one (1) Design Charrette Meetings (2 days), two (2) Public Comment Meetings, four (4) City Council District Meetings, one (1) Final Master Plan Review Meeting, , and one (1) City Approval Meetings.

Work Products (Phase 4): Design Program, Charrette Graphics (electronic pdf files), Presentation Graphics of two (2) Conceptual Designs for Meetings, , One (1) Final Master Plan (electronic pdf files and one (1) hardcopy), Proposed Improvements Preliminary Opinion of Probable Construction Costs, and Memorandums (as needed).

Exclusions:

- 1. Full Site Survey
- 2. 3D Modeling
- 3. Geotechnical Report
- 4. Traffic Study

ARTICLE II OPTIONAL SERVICES TO BE PROVIDED BY SERVICE PROVIDER

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

(Insert scope or refer to attachment)

ARTICLE III SCOPE OF SERVICES TO BE PROVIDED BY CITY

City shall provide the following services to _____:

(Insert scope)

ARTICLE IV PAYMENTS TO THE SERVICE PROVIDER

For the services performed by Service Provider pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Service Provider 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 Service Provider a maximum fee for Basic Services and Optional Services in the sum of forty two thousand five hundred fifteen Dollars (\$42,515), 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 forty two thousand five hundred fifteen Dollars (\$42,515).
- 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 N/A Dollars (\$0.00).
- C. If so requested by Service Provider, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Service Provider 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/RFQ Number/Description of Agreement.
 - 2. Invoice Number and Date.
 - 3. 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.
 - 4. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
 - 5. 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.
 - 6. 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:

Attached as 'EXHIBIT B'

The Director of Administration 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 Service Provider.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Administration and accepted by Service Provider at the time said Optional Services are authorized by the Director of Administration.

ARTICLE VI INSURANCE

- 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. The cost of such insurance shall be included in the Service Provider's contract price.

- 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.

- 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. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Service Provider shall either:
 - 1. Cover all sub-consultants in the Service Provider's liability insurance policy or,
 - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Service Provider and submit such certificates to the City as outlined herein.

- E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Service Provider 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 Service Provider. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Service Provider for such assumed limits.

- F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Service Provider 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 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:	\$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 Service Provider against all claims under applicable state Workers' Compensation laws. The Service Provider 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 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.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit
 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.

**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 SERVICE PROVIDER DOCUMENTS: Payment by City to Service Provider 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 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, provided that any use for another purpose shall be without liability to the Service Provider. Any reuse without written verification or adaptation by Service Provider for the specific purpose intended will be at City's risk and without liability or exposure to Service Provider, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Service Provider 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 Service Provider shall enter into a modification of this Agreement describing the changes in the services to be provided by Service Provider and City, providing for compensation for any additional services to be performed by Service Provider, and providing completion times for said services.
- D. **EMERGENCY CHANGES IN SERVICES:** The Director of Administration, 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 Administration and the City Manager.

In the event an emergency change in services is authorized by the Director of Administration 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 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 the Project 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.
- F. **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.

- G. **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.

- H. **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.
- I. **SERVICE PROVIDER'S ENDORSEMENT:** Service Provider shall endorse all plans, specifications, estimates, and design data furnished by him/her.
- J. **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.
- K. **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.
- L. **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 IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional design and architectural practices. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the professional design and architectural 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.
- 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 Service Provider 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 Service Provider's experience and qualifications and represents Service Provider's best judgment as a professional Service Provider familiar with the construction industry, but Service Provider 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 Service Provider.

- 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, 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.
- T. 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.
- U. 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.
- V. 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.
- 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:

Director of Administration
 City of Lee’s Summit
 220 SE Green Street
 Lee’s Summit, MO 64063

Executive Director
 Downtown Lee’s Summit Main Street
 13 SE Third St.
 Lee’s Summit, MO 64063

and notices to Service Provider shall be addressed to:

Ochsner Hare & Hare, a Design Studio of Olsson
 1801 McGee St. #101
 Kansas City, MO 64108

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 Service Provider.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 18th day of July, 2016.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Jackie McCormick Heanue, Chief Counsel of Management and Operations

_____:

Signature

Print Name

Title

NOTE: City contracts/agreements require the signature of the City Manager. Parks contracts/agreements no longer require the City Managers' signature only the signature of the Administrator of Parks & Recreation per **Bill No.14-58, Ordinance No. 7462 passed on May 15, 2014**. Contracts/agreements in which Parks is a participant will still require the signature of the City Manager as well as the Administrator of Parks & Recreation.