

**ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES
(RFQ NO. 2019-072)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and B & A, Inc., d/b/a Bibb Engineers Architects & Constructors (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City desires to have on-call engineering and architectural services; and

WHEREAS, Engineer has submitted a proposal for the on-call engineering and architectural services and standard hourly rates and expenses to perform said services; and

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

WHEREAS, Engineer represents that it 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 ON-CALL SERVICES TO BE PROVIDED BY ENGINEER**

Engineer may provide the following professional engineering and architectural services to the City on an on-call basis ("On-Call Services"):

1. Structural Engineering Services including roof analysis, retaining wall design, building renovations or additions, or other services as needed.
2. Electrical Engineering Services including electrical power and wiring design, solar power analysis, lighting design, smart building system evaluation and integration, or other services as needed.
3. Mechanical Engineering Services including HVAC System analysis and design, plumbing, smart building system evaluation and integration, or other services as needed.
4. Architectural/Architectural Engineering Services including building improvements, renovations, additions, site improvements, general project support, or other services as needed.

All such On-Call Services shall be authorized in a written modification to this Agreement or Memorandum of Authorization, as further set forth in Article II.

ARTICLE II

SERVICES TO BE PROVIDED BY ENGINEER BY MODIFICATION OR MEMORANDUM OF AUTHORIZATION

By entering into this Agreement, City is not obligated to select Engineer to provide professional engineering and architectural services beyond those services authorized in Article I above. The City is also not obligated to exclusively use Engineer for desired services and may use any other professionals selected by the City for services. In the event Engineer is engaged to provide additional services, City and Engineer shall enter into a written modification ("Memorandum of Authorization") describing (a) the scope of services to be provided by Engineer and City, (b) compensation to the Engineer for services to be provided, including the prices that may be paid for itemized reimbursable expenses, (c) required deliverables or products from the Engineer to the City, and (d) completion times for said services. The compensation to be paid Engineer 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 Engineer first entering into a Memorandum of Authorization, which shall generally follow the form provided in Exhibit B to this agreement.

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 Engineer shall provide a monthly written statement of all On-Call Services provided in the preceding month to the Department Director (or designee).

ARTICLE IV

PAYMENTS TO THE ENGINEER

For the services performed by Engineer pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer 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 Engineer 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. Compensation for services to be provided by Engineer through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.
- C. If so requested by Engineer, City will make payment monthly for on-call 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, provided that all services have been satisfactorily completed. 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. Purchase Order Number issued by the 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. Report of monthly progress describing the services completed to date and projected completion time for the work.
6. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

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 the amount of interest to be paid by the City shall not exceed 9% per annum, except as provided by law.

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 two (2) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Engineer 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. Engineer 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 for the immediately preceding year.

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 an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, whether or not such impairment came about as a result of this contract.

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:

Cover all sub-consultants in the Engineer's liability insurance policy or,

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, unless the city approves a waiver or modification as all sub-consultants may not carry the required limits.

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 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. Engineer shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose negligent acts, mistakes, errors and omissions the Engineer is legally liable, with an unimpaired liability insurance limit of at least \$2,900,000 each claim and \$2,900,000 annual aggregate.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$2,900,000
Personal & Advertising Injury:	\$1,000,000

Products/Completed Operations Aggregate:	\$2,900,000
General Aggregate:	\$2,900,000

Contractor shall maintain "occurrence" form Commercial General Liability insurance with unimpaired limits in at least the amounts set forth above. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury, advertising injury, insured contract's contractual liability, and, if such risk is present, explosion, collapse and underground coverage. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 07 04 and CG 20 37 07 04, or equivalent.. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance

H. AUTOMOBILE LIABILITY

Engineer shall maintain Business Automobile Liability insurance with an unimpaired limit of at least \$2,900,000 each occurrence on Engineer's owned, hired and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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:	\$500,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Policy Limit
Bodily Injury by Disease:	\$500,000 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 of the Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's liability program shall be, or endorsed to be, Primary and Non-Contributory with respect to policies in which the City is included as an additional insured, and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City for any claims arising out of the work or services of Engineer. Engineer shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
4. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
5. 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.
6. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
7. When "City" is utilized, this includes its officers, officials, agents, employees and volunteers in respect to their duties for the City.
8. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2019 is \$2,865,330 for all claims arising out of a single accident or occurrence.
9. To the extent that any damages, incurred during or after the completion of Engineer's services, are covered by property insurance, City and Engineer release each other and waive all rights, including, without limitation, rights of subrogation, against each other and all contractors, subcontractors, consultants, subconsultants, and employees of the other, except for rights they may have to the proceeds of that insurance. City and Engineer shall require the same waiver and release by their respective contractors, subcontractors, consultants and subconsultants.

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. Provided, however, Engineer will continue to own the standard details, specifications, databases, computer software, other proprietary property, pre-existing work product, or intellectual property developed by Engineer in the normal course of Engineer's business and independent of the services provided under this Agreement.
- 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 or a Memorandum of Authorization describing the services to be provided by Engineer 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 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.
- E. **COMPLIANCE WITH LAWS:** Engineer shall exercise the Standard of Care so as to 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.
- F. **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.

- G. 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.
- H. ENGINEER'S ENDORSEMENT: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- I. 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.
- J. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify City for Professional and Non-Professional acts or omissions as provided below. The terms "Professional" and "Non-Professional" shall have the meaning as defined by law in the context of professional liability and general liability insurance policy provisions and exclusions.
 - 1. Non-Professional Liability. Engineer shall indemnify, defend, hold harmless and reimburse City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, claims, judgments, damages, losses, payments, costs and expenses of any kind, including reasonable attorneys' fees, to the extent caused by a Non-Professional and negligent act, error or omission of Engineer, or its employees, or sub consultants, in the performance of this Agreement, or any supplements or amendments thereto, and to the extent permitted by the Constitution and the Laws of the State of Missouri.
 - 2. Professional Liability. Engineer shall indemnify, hold harmless and reimburse City and its officers, employees, and elected officials, from and against all lawsuits, suits, claims, judgments, damages, losses, payments, costs and expenses of any kind, including reasonable attorneys' fees recoverable by law as damages, to the extent caused by a Professional and negligent act, error, or omission of Engineer, or its employees, or sub consultants, in the performance of this Agreement, or any supplements or amendments thereto, and to the extent permitted by the Constitution and the Laws of the State of Missouri.
 - 3. Survival. The obligations in this Section J shall survive the termination or expiration of this Agreement for all claims that arise based on actions that occur prior to the date of such termination or expiration.
- K. LIMITATION OF LIABILITY: In no event will City or Engineer be liable to the other party or the other party's respective employees and sub consultants for indirect or consequential damages, including, without limitation, loss of profits, loss of savings or revenue.
- L. PROFESSIONAL RESPONSIBILITY: Engineer will exercise the same degree of skill, care, and diligence in the performance of its services as is ordinarily possessed and exercised by a

professional under similar circumstances (“Standard of Care”). If Engineer fails to meet the Standard of Care, Engineer will correct any errors in its deliverables at its own cost and without reimbursement from City

- M. 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.
- N. 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.
- O. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. 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.
- Q. 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.
- R. 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. Provided, however, Engineer will not be responsible for job site safety or the means, methods, techniques, sequences, procedures, or safety precautions and programs of any construction contractor.
- S. 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.
- T. 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, other than the City, 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.

U. 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.

V. 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 Development Services
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

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 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

ATTEST:

City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

Office of City Attorney

ENGINEER:

BY: _____
TITLE: _____

ATTEST:



Billing Rate Schedule

January 1, 2019 *

<u>Professional Classifications</u>	<u>Hourly Rate</u>
Project Managers/Sr. Technical Specialists/Sr. Project Engineers	
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 9	248.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 8	236.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 7	223.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 6	211.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 5	198.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 4	185.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 3	173.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 2	161.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 1	149.00
Staff Engineers & Architects	
Engineer or Architect – 11	184.00
Engineer or Architect – 10	172.00
Engineer or Architect – 9	160.00
Engineer or Architect – 8	148.00
Engineer or Architect – 7	137.00
Engineer or Architect – 6	127.00
Engineer or Architect – 5	118.00
Engineer or Architect – 4	109.00
Engineer or Architect – 3	101.00
Engineer or Architect – 2	94.00
Engineer or Architect – 1	87.00
CAD Technicians, Designers & Drafters	
CAD Technicians, Designers or Drafters – 9	148.00
CAD Technicians, Designers or Drafters – 8	137.00
CAD Technicians, Designers or Drafters – 7	127.00
CAD Technicians, Designers or Drafters – 6	117.00
CAD Technicians, Designers or Drafters – 5	108.00
CAD Technicians, Designers or Drafters – 4	98.00
CAD Technicians, Designers or Drafters – 3	88.00
CAD Technicians, Designers or Drafters – 2	78.00
CAD Technicians, Designers or Drafters – 1	68.00
Administrative & Clerical	
Administrative or Clerical – 5	89.00
Administrative or Clerical – 4	80.00
Administrative or Clerical – 3	72.00
Administrative or Clerical – 2	63.00
Administrative or Clerical – 1	54.00

Project related expenses will be charged as follows:

1. Non-exempt Bibb employees will be invoiced at 1.5 times the hourly rate for overtime worked on the services. Exempt employees will be invoiced at 1.0 times the hourly rate for all hours.
2. Typical and customary home office expenses, including computer related expenses (excluding project specific requirements), fax and telephone are included in the rates above.
3. All travel and out of town living expenses will be charged to the project at their direct cost. Automobile mileage is calculated at the rate currently set by the IRS Standard Mileage Rates.
4. Document reproduction costs, international long distance, conference phone charges, shipping, expedited mailing, courier expenses, etc. will be charged at direct cost or Bibb's internal cost rates.
5. Independent Contract Labor, Special Consultants, etc. shall be billed at the rates above for their respective level of experience.
6. Bibb Engineers prefer that other specialty consulting firms (geotech, surveying, noise, etc.) be engaged directly by the City even if their work may be coordinated or managed by Bibb Engineers. In those instances where the City directly contracts with specialty consulting firms, the liability for such work shall be governed by the terms of such separate contract with the specialty consulting firm and not this agreement with Bibb Engineers. When Bibb Engineers does engage such firms as subcontractors, a 20% markup on their rates will apply and those subcontractors shall bear the entire liability for their work, not Bibb Engineers.

Invoices will include all charges accrued to the project during the previous calendar month. Payment is due upon email receipt of the invoice. Invoices unpaid beyond 30 days will be subject to an interest charge of 1.5% per month, computed daily.

* - Rate Sheet is subject to review. Billing rates for employees will be changed the month of their salary review if applicable.

EXHIBIT B – MODIFICATION FORM

**MODIFICATION NO. ____ TO ON-CALL AGREEMENT
FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES
DATED _____
(RFQ NO. 2019-072) (RENEWAL NO. _____)**

THIS MODIFICATION TO ON-CALL AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and _____ (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an On-Call Agreement dated _____ (RFQ No. 2019-072) for professional engineering and architectural services (hereinafter "Base Agreement"); and

WHEREAS, the Base Agreement was renewed pursuant to Agreement dated _____, 20____ (Renewal No. _____); and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement as provided herein; and

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

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for _____ services.

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

**ARTICLE I
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY ENGINEER**

Article I of the Base Agreement is hereby amended as follows:

See Exhibit B – Scope of Services

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

Article IV of the Base Agreement is hereby amended to provide compensation to Engineer as follows:

- A. The compensation to be paid to Engineer for the amended On-Call Services described in Article I above is estimated to be _____ Dollars (\$_____). The actual cost of all services shall be billed at the hourly rates and expenses set forth in Exhibit A of the Base Agreement and incorporated herein by reference.

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

All other terms of the Base Agreement not amended by this Modification to On-Call Agreement shall remain in full force and effect.

This Modification No. ___ to On-Call 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 Modification to On-Call Agreement to be executed on the ___ day of _____, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

David Bushek
Office of City Attorney

ENGINEER:

BY: _____
TITLE: _____

ATTEST:
