



## The City of Lee's Summit

### Final Agenda

#### Public Works Committee

Monday, January 6, 2020

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order
- D. Roll Call
1. Approval of Agenda
2. Approval of Action Letter
  - A. [2019-3199](#) Approval of the December 2, 2019 Action Letter.
3. Public Comments
4. Business
  - A. [TMP-1426](#) An Ordinance approving award of RFQ 2020-030 to HDR Engineering, Inc., and to Olsson Associates Inc. for on-call yearly engineering services for water and wastewater for a one-year with two possible one-year renewal options.  
*Presenter:* Jeff Thorn, Assistant Director of Engineering Lee's Summit Water Utilities
  - B. [TMP-1452](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport. (BOAC 12/9/19)  
*Presenter:* Bob Hartnett - Deputy Director of Public Works/Administration
5. Items for Discussion
  - A. [2019-3229](#) Stormwater Program Review  
*Presenter:* Dena Mezger, Director of Public Works
6. Roundtable
7. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "[lsmo.legistar.com](http://lsmo.legistar.com)"

## Packet Information

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**File #:** 2019-3199, **Version:** 1

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Approval of the December 2, 2019 Action Letter.

Issue/Report:

Approval of the December 2, 2019 Action Letter.

Key Issues:

Proposed Committee Motion:

I move for approval of the Action Letter dated December 2, 2019.

**The City of Lee's Summit**  
**Action Letter - Final**  
**Public Works Committee**

Monday, December 2, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order

The December 2, 2019, Public Works Committee meeting was called to order by Chairman Faith, at 5:33 p.m. at City Hall, 220 SE Green St., in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

D. Roll Call

**Present:** 4 - Chairperson Craig Faith  
Vice Chair Rob Binney  
Councilmember Fred DeMoro  
Phyllis Edson

1. Approval of Agenda

**A motion was made by Vice Chair Binney, seconded by Councilmember Edson, to approve the agenda as posted. The motion carried by a unanimous 4-0 vote.**

2. Approval of Action Letter

- A. [2019-3159](#) Approval of the November 4, 2019 Action Letter.

**A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, to approve the Public Works Committee Action Letter dated November 4, 2019. The motion carried by a unanimous 4-0 vote.**

3. Public Comments

None

4. Business

- A. [BILL NO. 19-274](#) An Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix B; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit. (PWC 12/02/19)

A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- B. [BILL NO. 19-275](#) An Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix A; Schedule of Speed Limits, for certain streets and segments of streets located in the City of Lee's Summit. (PWC 12/2/19)

A motion was made by Vice Chair Binney, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- C. [BILL NO. 19-276](#) An Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and Spire Energy in the amount of \$1,197,009.00 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same. (PWC 12/2/19)

A motion was made by Vice Chair Binney, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- D. [BILL NO. 19-277](#) An Ordinance authorizing the execution of Modification No. 1 to agreement dated August 23, 2018 (RFQ No. 2018-064) for professional engineering services for Sanitary Sewer Modeling, Hydraulic Capacity and Design Services with HDR, Inc., for an increase of \$340,875.00 with an amended not to exceed amount of \$492,205.00, and authorizing the City Manager to enter into an agreement for the same. (12/2/19)

A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- E. [BILL NO. 19-278](#) An Ordinance authorizing execution of Addendum No. 7 to On-Call Agreement for Water and Wastewater Professional Engineering Services Yearly Contract with Olsson Associates Inc. (Original RFQ No. 2016-042-2) for tasks associated with Water Tower Re-Coating Construction Phase Services for a not to exceed cost of \$159,548.00, and authorizing the City Manager to enter into an agreement for the same. (PWC 12/2/19)

A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- F. [BILL NO. 19-279](#) An Ordinance approving Change Order No. 2 to the contract with J&N Utilities, Inc. for the Harris Road watermain replacement project, an increase of \$20,336.80 for a revised contract price of \$425,545.60. (PWC 12/2/19)

A motion was made by Vice Chair Binney, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- G. [BILL NO. 19-280](#) An ordinance approving Change Order No. 2 to the contract with B. Dean Construction, LLC, for the Fire Station Number 3 project, a decrease of \$9,288.42 for a revised contract price of \$5,508,324.07 and an increase of 57 calendar days to reach substantial and final completion. (PWC 12/2/19)
- A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**
- H. [BILL NO. 19-281](#) An Ordinance approving Change Order No. 2 to the contract with TASCO, LLC for the Streambank Stabilization Projects: NE Bristol Drive & NE Douglas Street, an increase of \$10,950.00 for a revised contract price of \$383,520.00. (PWC 12/2/19)
- A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**
- I. [BILL NO. 19-282](#) An Ordinance approving Change Order No. 2 to the contract with Westland Construction, Inc. for the FY19 Watermain Replacement project, an increase of \$24,173.35 for a revised contract price of \$1,303,042.50. (PWC 12/2/19)
- A motion was made by Vice Chair Binney, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**
- J. [BILL NO. 19-283](#) An Ordinance authorizing the execution of Modification No. 4 to the agreement with George Butler Associates, Inc. for Professional Engineering Services for SW Jefferson St. from Persels Road to Oldham Parkway (RFQ No. 419-32272) in the amount of \$58,721.24 for a revised not to exceed contract amount of \$388,513.24, and authorizing the City Manager to execute an agreement for the same. (PWC 12/2/19)
- A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**
- K. [BILL NO. 19-284](#) An Ordinance authorizing execution of Modification No. 1 to the agreement dated July 16, 2019 (RFQ No. 543-32272) for professional engineering services for 4 Stormwater Improvement Projects with Lamp Rynearson, for an increase of \$11,900.00 with an amended not to exceed amount of \$171,700.00, and authorizing the City Manager to enter into an agreement for the same. (PWC 12/2/19)
- A motion was made by Vice Chair Binney, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**
- L. [BILL NO. 19-285](#) An Ordinance authorizing the execution of a “Cost-Share Agreement, Wayfinding System Plan, Planning Sustainable Places Program” by and between the City of Lee's Summit, Missouri, as a partner with fourteen other local agencies identified in said Agreement, and the Mid-America Regional Council.

(PWC 12/2/19)

**A motion was made by Vice Chair Binney, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**

## 5. Roundtable

Councilmember Binney began by asking about a Funding agreement in the New Longview Area that included a half million dollars to be used for the dredging of Little Longview Lake. He has heard from several people that it looks like a mote instead of a lake which is the opposite effect of what they thought the money was going for. He requested a review of expenditures on the project. Nancy Yendes, Chief Counsel of Infrastructure and Planning, offered to have staff report on what happened and direction on where to look next for information.

Councilmember Edson mentioned the Stormwater issue and that it's not fair to citizens to wait while not only finding options to fund a study, but also until the study is done to find solutions. Discussion ensued with George Binger, City Engineer, who mentioned that staff could present the last presentation given to the Committee which shows the cost of a stormwater utility as of a couple of years ago to implement the ongoing maintenance needs and the day to day operations. It started out with three options with one to three crews full-time. The study is approximately \$300K as an option for one time money in the annual budget for funding. The study will help to establish rates, how the utility would be set up, and how the City can engage the public in that process to have a good plan to put forward.

Chairman Faith mentioned the Ignite strategic plan and Mr. Binger said that stormwater pops up about 12 times in the different core areas of the plan. Christal Weber, Assistant City Manager, said that one of the critical success factors in the Ignite strategic plan was City Services and infrastructure so that would be a topic that the group could discuss. Councilmember DeMoro, who is on that team, reassured the Committee that it will be addressed.

## 6. Adjournment

The December 2, 2019 Public Works Committee meeting was adjourned by chairman Faith at 6:25 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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## Packet Information

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**File #:** TMP-1426, **Version:** 1

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An Ordinance approving award of RFQ 2020-030 to HDR Engineering, Inc., and to Olsson Associates Inc. for on-call yearly engineering services for water and wastewater for a one-year with two possible one-year renewal options.

### Key Issues:

This contract is to provide technical and professional engineering support as required for all aspects of the water distribution system, sanitary sewer collection and conveyance system, and their associated facilities.

Two contracts are being awarded in order to 1) have firms available in the event of conflict or if the other firms are unable to respond in the needed time frame; and 2) be able to choose the firm that may have the better expertise to complete the task 3) to have an engineering consultant available in an emergency situation.

### Background:

This agreement allows the City to contract for water and sanitary sewer engineering services under an on-call agreement. This enables the City to authorize work to the firm that provides the best expertise and/or has staff available for the task. All the firms selected have expertise in both water and sanitary sewer engineering.

This type of engineering contract eliminates going through a selection process for each individual small water utilities project. Projects are typically less than \$20,000 each. The contract allows the City to expedite the process and decrease staff time, resulting in savings.

In order to meet the current rules of the purchasing policy which sets the annual contract expenditure limit at \$50,000 before contracts are required to come before council we have identified a yearly not to exceed amount of \$250,000 and a total limit over the three years of \$750,000. This will allow us to use this contract on smaller costs as per the purchasing policy and still bring any individual contract at or above \$50,000 to the council for approval.

In the event that the engineering firm is engaged to provide services, the City will enter into a written authorization describing the scope, compensation, required deliverables, and completion time for such services. Exhibit A of the agreement establishes hourly rates for billing.

Purchasing issued RFQ 2020-030 on October 07, 2019. The RFQ was advertised in the City website and PublicPurchase.com. 194 firms were notified by Public Purchase and 43 access the document along with eight firms notified by email. Seven firms submitted statements of qualifications prior to the November 1, 2019 closing date. All submittals were evaluated by a City Staff evaluation team composed of five personnel with representatives from Public Works and Water Utilities Departments.



Proposed Motion:

I move to recommend to City Council approval of an Ordinance approving award of RFQ 2020-030 to HDR Engineering, Inc., and to Olsson Associates Inc. For on-call yearly engineering services for water and wastewater. A one-year with two possible one-year renewal options.

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

Staff Recommendation: Staff recommends approval of an Ordinance approving award of RFQ 2020-030 to HDR Engineering, Inc., and to Olsson Associates Inc. For on-call yearly engineering services for water and wastewater. A one-year with two possible one-year renewal options.

## **BILL NO. xx-xx**

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AN ORDINANCE APPROVING AWARD OF RFQ 2020-030 TO HDR ENGINEERING, INC., AND TO OLSSON ASSOCIATES INC. FOR ON-CALL YEARLY ENGINEERING SERVICES FOR WATER AND WASTEWATER FOR ONE-YEAR WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS.

WHEREAS, The City uses on-call engineering services to support several departments; 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, Engineering services to include, but not limited to, design of minor water distribution main projects including plans and specifications, design of minor sanitary sewer main projects including plans and specifications, modeling and predicting water demands of existing and/or proposed developments, modeling and predicting wastewater flows of existing and/or proposed developments, statistical analysis of water and/or wastewater usage or other data, water and/or wastewater pumping station performance evaluations and troubleshooting, assistance with review of project, capital, or maintenance and repair plans, technical review of facility and/or infrastructure development, infrastructure inspections including system appurtenances, water storage tanks, and other facilities, evaluation of performance and suitability of equipment and materials, assistance during emergencies, assisting staff for public presentations, water and Sewer Flow Monitoring, water and sewer rate planning and evaluation, general engineering for facilities including electrical, mechanical and structural engineering, studies, design and implementation of System Control and Data Acquisition (SCADA) systems

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 yearly contract (RFQ No. 2020-030-1) by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc. generally for the purpose of water and wastewater engineering services, true and accurate copy being attached hereto as Exhibit "A" 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 the agreements for professional engineering services for yearly contract (RFQ No. 2020-030-2) by and between the City of Lee's Summit, Missouri and Olsson Associates, Inc generally for the purpose of water and wastewater engineering services, true and accurate copy being attached hereto as Exhibit "B" 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 3. That the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 4. 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.

**BILL NO. xx-xx**

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PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Mayor, William A. Baird

ATTEST:

\_\_\_\_\_  
City Clerk, Trisha Fowler Arcuri

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor, William A. Baird

City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Council Infrastructure and Zoning  
Nancy K. Yendes

**ON-CALL AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES FOR WATER AND SANITARY SEWER (RFQ NO. 2020-030-1)**

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City"), and HDR Engineering, Inc.(hereinafter "Service Provider").

**WITNESSETH:**

**WHEREAS**, City desires to have on-call services for Professional Engineering for Water and Sanitary Sewer; and

**WHEREAS**, Service Provider has submitted a proposal for the on-call Professional Engineering services and standard hourly rates and expenses to perform said 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 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 SERVICE PROVIDER**

Service Provider shall provide the following professional engineering services to the City on an on-call basis ("On-Call Services"):

- Design of minor water distribution main projects including plans and specifications
- Design of minor sanitary sewer main projects including plans and specifications
- Modeling and predicting water demands of existing and/or proposed developments
- Modeling and predicting wastewater flows of existing and/or proposed developments
- Flow Monitoring and field data collection
- Statistical analysis of water and/or wastewater usage or other data,
- Financial Analysis, rate studies and reporting
- Water and/or wastewater pumping station performance evaluations and troubleshooting
- Assistance with review of project, capital, or maintenance and repair plans
- Technical review of facility and/or infrastructure development
- Infrastructure inspections including system appurtenances, water storage tanks, and other facilities
- Evaluation of performance and suitability of equipment and materials
- Assistance during emergencies
- Assisting staff for public presentations
- General Engineering for facilities including electrical, mechanical and structural engineering
- Studies, design and implementation of System Control and Data Acquisition (SCADA) systems

**ARTICLE II  
SERVICES TO BE PROVIDED BY SERVICE PROVIDER BY MODIFICATION OR  
MEMORANDUM OF AUTHORIZATION**

This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. For project(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the specific services authorized in Article I above as may be agreed upon between the Parties, in the form of a written invoice, quote, purchase order or other form of written acknowledgment describing the Services to be provided (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

**ARTICLE III  
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

- A. Approvals. On-call services shall only be provided after written approval of the requested services, in the form of a Work Order as described in Article II above, 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 Service Provider shall provide a monthly written statement of all On-Call Services provided in the preceding month to the Assistant Director of Engineering and the Finance Department.
  
- B. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed Two Hundred and Fifty Thousand dollars (\$250,000) for Professional Engineering Services (as described in the Scope of Work) at the rates for Professional Engineering Services, as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. The maximum aggregate amount for this Agreement shall not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000).

**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. Compensation for services to be provided by Service Provider 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 Service Provider, City will make payment monthly for on-call 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. Name or Description of Agreement/RFQ Number/Project and/or Task Name
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. Report of monthly progress describing the services completed to date and projected completion time for the work.
5. 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 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 February 1, 2020 through January 31, 2021 ("Initial Term"), unless terminated as otherwise provided for in this Agreement. After the expiration of the Initial Term, the Agreement will automatically renew unless the City or the Service Provider at their discretion chose to terminate, for up to two (2) additional one-year terms (each a "Renewal Term") unless terminated as otherwise provided for in this Agreement. 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 Renewal Term. Service Provider shall not be permitted to increase billing rates in any Renewal Term in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics in effect at that time.

#### **ARTICLE VI INSURANCE**

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Service Provider, Service Provider shall purchase and maintain, at its own expense, the minimum insurance set forth in this Section with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above, and with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
2. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Service Provider from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
5. Primary Insurance. Service Provider's insurance shall be endorsed to indicate its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
7. Waiver. To the fullest extent permitted by law, all policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Service Provider. Service Provider shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Service Provider shall be solely responsible for any such deductible or self-insured retention amount.
9. 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.
10. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Service Provider shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Service Provider. Service Provider shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
11. Notice of Claim. Service Provider shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. 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 an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Agreement. A breach of this provision is material breach of the contract.
12. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Service Provider will provide the City with suitable evidence of insurance in the form of certificates of insurance and, if requested by the City, a copy of the declaration page(s) of the insurance policies with sensitive information redacted as required by these requirements, issued by Service Provider's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in these requirements and that such coverage and provisions are in full force and effect. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way these insurance requirements or obligations.
13. If any of the policies required by these requirements expire during the life of the Agreement, it shall be Service Provider's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to

the expiration date. All certificates of insurance and declarations shall be identified by referencing the Agreement; certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
    - i. Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
    - ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.
    - iii. Excess Liability – Follow Form to underlying insurance.
  - b. Service Provider’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
  - c. All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Service Provider under this Agreement.
  - d. ACORD certificate of insurance form 25 (2014/01) is preferred.
14. All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
220 SE Green Street  
Lee's Summit, MO 64063-2358

**B. Required Insurance Coverage.**

1. Commercial General Liability. Service Provider shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limits of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. 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 forms CG 20 10 07 04 and CG 20 37 07 04, or their equivalents. 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.
2. Vehicle Liability. Service Provider shall maintain Business Automobile Liability insurance with an unimpaired limit of at least \$3,000,000 each occurrence on Service Provider’s owned, hired and non-owned vehicles assigned to or used in the performance of the Service Provider’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.
3. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Service Provider engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Service Provider shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Service Provider, or anyone employed by the Service



Provider, or anyone for whose negligent acts, mistakes, errors and omissions the Service Provider is legally liable, with an unimpaired liability insurance limit of at least \$3,000,000 each claim and \$3,000,000 annual aggregate. 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.

4. Workers' Compensation Insurance. If Service Provider employs anyone who is required by law to be covered by workers' compensation insurance, Service Provider shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Service Provider's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
  5. Cyber Liability Insurance. If this Agreement is the subject of any services or work involving the use or access of computer systems or data, Service Provider shall maintain Cyber Liability insurance with unimpaired limits not less than \$2,000,000 per occurrence, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Service Provider in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to 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 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.
- 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 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.
- 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.
- 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. **SERVICE PROVIDER'S ENDORSEMENT:** Service Provider shall endorse all plans, specifications, estimates, and Service Provider data furnished by him/her.
- I. **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.
- J. **INDEMNIFICATION AND HOLD HARMLESS:** Service Provider shall indemnify, defend, and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all judgments, damages, claims, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the wrongful, reckless or negligent acts, errors or omissions, or willful misconduct, in the performance of Service Provider's duties and services under this Agreement, or any supplements or amendments thereto, of Service Provider, or its employees, officers, agents, or any tier of subcontractor or person for which Service Provider may be legally liable in the performance of this Agreement.
- K. **LIMITATION OF LIABILITY:** Intentionally Omitted.

- L. **PROFESSIONAL RESPONSIBILITY:** Service Provider warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.
- 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 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.
- 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, 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.
- S. **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.
- T. **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.
- U. **NON-EXCLUSIVE AGREEMENT.** This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.
- V. **TIME OF THE ESSENCE.** Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Service Provider's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.
- W. **SIGNATORY AUTHORITY.** Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

- X. IMMIGRATION REQUIREMENTS. Pursuant to Section 258.530, RSMo. if Agreement exceeds five thousand dollars (\$5,000.00), Service Provider warrants and affirms to the City that (i) Service Provider is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Service Provider does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- Y. Service Provider shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. 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); a letter from Service Provider reciting compliance is not sufficient.
- Z. RIGHTS AND REMEDIES. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Service Provider from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
- AA. 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.
- BB. CONFIDENTIALITY OF RECORDS. The Service Provider shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Service Provider's duties under this Agreement. Persons requesting such information should be referred to the City. Service Provider also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Service Provider as needed for the performance of duties under this Agreement.
- CC. ATTORNEYS' FEES. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
- DD. PROVISIONS REQUIRED BY LAW. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
- EE. SEVERABILITY. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

FF. 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:

Asst Director Water Utilities	Director of Water Utilities
City of Lee's Summit	City of Lee's Summit
1200 SE Hamblen Road	1200 SE Hamblen Road
Lee's Summit, MO 64063	Lee's Summit, MO 64081

and notices to Service Provider shall be addressed to:

HDR Engineering, Inc  
10450 Holmes Rd., Ste. 600  
Kansas City, MO 64131

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.

GG. OPERATIONAL TECHNOLOGY SYSTEMS. The City agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by Service Provider are dependent upon City's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. The City shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, the City recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by Service Provider are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Service Provider does not guarantee that the City's OT Systems are or will be impenetrable.

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

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 \_\_\_\_\_, 20\_\_.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

**ATTEST**

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

HDR Engineering, Inc. \_\_\_\_\_ :  
Service Provider

  
Signature

Joseph E. Drimmel, Sr. Vice President  
Print Name/Title

**WORK AUTHORIZATION AND E-VERIFY:**

Section 285.530, RSMo, affects all services provided in excess of \$5,000.00. This Section refers to the prohibition of employment of unauthorized aliens and requires participation in a Federal work authorization program. This law went into effect on January 1, 2009.

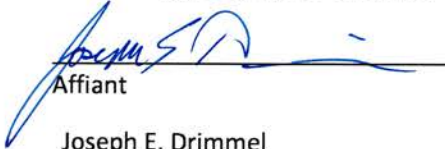
You are required to fill out and return with your submittal of qualifications the enclosed Work Authorization Affidavit and provide documentation evidencing current enrollment in a federal work authorization Program, e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding, The required documentation must be from the federal work authorization program provider. Letters from contractors reciting compliance is not sufficient. E-verify, <http://www.dhs.gov/everify>, is a FREE Internet-based federal work authorization program operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services 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 contractor'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 Contractor.

**Project No.**  
**CITY OF LEE'S SUMMIT, MISSOURI**  
**WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo**  
**(FOR ALL BIDS IN EXCESS OF \$5,000.00)**  
**Effective 1/1/2009**

County of Jackson )  
 ) ss.  
State of Missouri )

My name is Joseph E. Drimmel. I am an authorized agent of HDR Engineering, Inc. ("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 subcontractor that knowingly employs or contracts with an illegal alien.

  
Affiant

Joseph E. Drimmel  
Printed Name

Subscribed and sworn to before me this 9<sup>th</sup> day of December, 2019.

JONI L. CAMPBELL  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Cass County  
My Commission Expires: October 02, 2020  
Commission Number: 12400350

  
Notary Public

SEAL



# RATE SCHEDULE

(JANUARY 1, 2020- DECEMBER 31, 2020)

# EXHIBIT A

ROLE .....	HOURLY RATE
PROJECT PRINCIPAL/QUALITY CONTROL	\$200.00 - \$250.00
SENIOR PROJECT MANAGER	\$175.00 - \$225.00
SENIOR TECHNICAL SPECIALIST	\$245.00-\$290.00
SENIOR PROJECT ENGINEER	\$160.00 - \$200.00
PROJECT ENGINEER	\$110.00 - \$160.00
ASSISTANT PROJECT ENGINEER	\$80.00 - \$110.00
SENIOR STRUCTURAL ENGINEER	\$150.00 - \$220.00
STRUCTURAL ENGINEER	\$90.00 - \$150.00
SENIOR ELECTRICAL ENGINEER	\$150.00 - \$220.00
ELECTRICAL ENGINEER	\$90.00 - \$150.00
SENIOR MECHANICAL ENGINEER	\$145.00 - \$200.00
MECHANICAL ENGINEER	\$90.00 - \$145.00
SENIOR ARCHITECT	\$145.00 - \$200.00
ARCHITECT ENGINEER	\$90.00 - \$145.00
SENIOR TECHNICIAN	\$125.00 - \$140.00
TECHNICIAN	\$70.00 - \$125.00
FIELD MANAGER	\$135.00-\$160.00
FIELD SUPERVISOR II	\$110.00-\$135.00
FIELD SUPERVISOR I	\$50.00-\$110.00
FIELD TECHNICIAN II	\$65.00-\$80.00
FIELD TECHNICIAN I	\$45.00-\$65.00
SURVEY MANAGER	\$115.00 - \$160.00
SURVEY CREW	\$120.00 - \$195.00
SENIOR SUPPORT STAFF	\$85.00 - \$110.00
ADMINISTRATION PERSONNEL	\$ 50.00 - \$85.00

**REIMBURSABLES:**

PRINTING & REPRODUCTION	COST
TRAVEL	CURRENT IRS RATE
PHONE	COST
MAPPING	COST
SUBCONSULTANTS	COST



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**ON-CALL AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES FOR WATER AND SANITARY SEWER (RFQ NO. 2020-030-2)**

**THIS AGREEMENT** made and entered into this 10<sup>th</sup> day of December, 2019, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City"), and Olsson \_\_\_\_\_, Inc.(hereinafter "Service Provider").

**WITNESSETH:**

**WHEREAS**, City desires to have on-call services for Professional Engineering for Water and Sanitary Sewer; and

**WHEREAS**, Service Provider has submitted a proposal for the on-call Professional Engineering services and standard hourly rates and expenses to perform said 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 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 SERVICE PROVIDER**

Service Provider shall provide the following professional engineering services to the City on an on-call basis ("On-Call Services"):

- Design of minor water distribution main projects including plans and specifications
- Design of minor sanitary sewer main projects including plans and specifications
- Modeling and predicting water demands of existing and/or proposed developments
- Modeling and predicting wastewater flows of existing and/or proposed developments
- Flow Monitoring and field data collection
- Statistical analysis of water and/or wastewater usage or other data,
- Financial Analysis, rate studies and reporting
- Water and/or wastewater pumping station performance evaluations and troubleshooting
- Assistance with review of project, capital, or maintenance and repair plans
- Technical review of facility and/or infrastructure development
- Infrastructure inspections including system appurtenances, water storage tanks, and other facilities
- Evaluation of performance and suitability of equipment and materials
- Assistance during emergencies
- Assisting staff for public presentations
- General Engineering for facilities including electrical, mechanical and structural engineering
- Studies, design and implementation of System Control and Data Acquisition (SCADA) systems

**ARTICLE II**  
**SERVICES TO BE PROVIDED BY SERVICE PROVIDER BY MODIFICATION OR**  
**MEMORANDUM OF AUTHORIZATION**

This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. For project(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the specific services authorized in Article I above as may be agreed upon between the Parties, in the form of a written invoice, quote, purchase order or other form of written acknowledgment describing the Services to be provided (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

**ARTICLE III**  
**LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

- A. Approvals. On-call services shall only be provided after written approval of the requested services, in the form of a Work Order as described in Article II above, 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 Service Provider shall provide a monthly written statement of all On-Call Services provided in the preceding month to the Assistant Director of Engineering and the Finance Department.
  
- B. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed Two Hundred and Fifty Thousand dollars (\$250,000) for Professional Engineering Services (as described in the Scope of Work) at the rates for Professional Engineering Services, as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. The maximum aggregate amount for this Agreement shall not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000).

**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. Compensation for services to be provided by Service Provider 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 Service Provider, City will make payment monthly for on-call 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. Name or Description of Agreement/RFQ Number/Project and/or Task Name
  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. Report of monthly progress describing the services completed to date and projected completion time for the work.
  5. 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 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 February 1, 2020 through January 31, 2021 ("Initial Term"), unless terminated as otherwise provided for in this Agreement. After the expiration of the Initial Term, the Agreement will automatically renew unless the City or the Service Provider at their discretion chose to terminate, for up to two (2) additional one-year terms (each a "Renewal Term") unless terminated as otherwise provided for in this Agreement. 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 Renewal Term. Service Provider shall not be permitted to increase billing rates in any Renewal Term in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics in effect at that time.

#### **ARTICLE VI INSURANCE**

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Service Provider, Service Provider shall purchase and maintain, at its own expense, the minimum insurance set forth in this Section with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above, and with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
2. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Service Provider from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
5. Primary Insurance. Service Provider's insurance shall be endorsed to indicate its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
7. Waiver. To the fullest extent permitted by law, all policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Service Provider. Service Provider shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Service Provider shall be solely responsible for any such deductible or self-insured retention amount.
9. 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.
10. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Service Provider shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Service Provider. Service Provider shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
11. Notice of Claim. Service Provider shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. 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 an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Agreement. A breach of this provision is material breach of the contract.
12. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Service Provider will provide the City with suitable evidence of insurance in the form of certificates of insurance and, if requested by the City, a copy of the declaration page(s) of the insurance policies with sensitive information redacted as required by these requirements, issued by Service Provider's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in these requirements and that such coverage and provisions are in full force and effect. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way these insurance requirements or obligations.
13. If any of the policies required by these requirements expire during the life of the Agreement, it shall be Service Provider's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to

the expiration date. All certificates of insurance and declarations shall be identified by referencing the Agreement; certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
    - i. Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
    - ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.
    - iii. Excess Liability – Follow Form to underlying insurance.
  - b. Service Provider’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
  - c. All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Service Provider under this Agreement.
  - d. ACORD certificate of insurance form 25 (2014/01) is preferred.
14. All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
220 SE Green Street  
Lee's Summit, MO 64063-2358

**B. Required Insurance Coverage.**

1. Commercial General Liability. Service Provider shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limits of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. 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 forms CG 20 10 07 04 and CG 20 37 07 04, or their equivalents. 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.
2. Vehicle Liability. Service Provider shall maintain Business Automobile Liability insurance with an unimpaired limit of at least \$3,000,000 each occurrence on Service Provider’s owned, hired and non-owned vehicles assigned to or used in the performance of the Service Provider’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.
3. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Service Provider engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Service Provider shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Service Provider, or anyone employed by the Service

Provider, or anyone for whose negligent acts, mistakes, errors and omissions the Service Provider is legally liable, with an unimpaired liability insurance limit of at least \$3,000,000 each claim and \$3,000,000 annual aggregate. 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.

4. Workers' Compensation Insurance. If Service Provider employs anyone who is required by law to be covered by workers' compensation insurance, Service Provider shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Service Provider's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
  5. Cyber Liability Insurance. If this Agreement is the subject of any services or work involving the use or access of computer systems or data, Service Provider shall maintain Cyber Liability insurance with unimpaired limits not less than \$2,000,000 per occurrence, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Service Provider in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to 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 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.
- 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 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.
- 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.
- 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. **SERVICE PROVIDER'S ENDORSEMENT:** Service Provider shall endorse all plans, specifications, estimates, and Service Provider data furnished by him/her.
- I. **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.
- J. **INDEMNIFICATION AND HOLD HARMLESS:** Service Provider shall indemnify, defend, and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all judgments, damages, claims, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the wrongful, reckless or negligent acts, errors or omissions, or willful misconduct, in the performance of Service Provider's duties and services under this Agreement, or any supplements or amendments thereto, of Service Provider, or its employees, officers, agents, or any tier of subcontractor or person for which Service Provider may be legally liable in the performance of this Agreement.
- K. **LIMITATION OF LIABILITY:** Intentionally Omitted.

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- L. **PROFESSIONAL RESPONSIBILITY:** Service Provider warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.
- 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 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.
- 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, 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.
- S. **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.
- T. **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.
- U. **NON-EXCLUSIVE AGREEMENT.** This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.
- V. **TIME OF THE ESSENCE.** Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Service Provider's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.
- W. **SIGNATORY AUTHORITY.** Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.



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- X. **IMMIGRATION REQUIREMENTS.** Pursuant to Section 258.530, RSMo. if Agreement exceeds five thousand dollars (\$5,000.00), Service Provider warrants and affirms to the City that (i) Service Provider is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Service Provider does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- Y. Service Provider shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. 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); a letter from Service Provider reciting compliance is not sufficient.
- Z. **RIGHTS AND REMEDIES.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Service Provider from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
- AA. **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.
- BB. **CONFIDENTIALITY OF RECORDS.** The Service Provider shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Service Provider's duties under this Agreement. Persons requesting such information should be referred to the City. Service Provider also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Service Provider as needed for the performance of duties under this Agreement.
- CC. **ATTORNEYS' FEES.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
- DD. **PROVISIONS REQUIRED BY LAW.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
- EE. **SEVERABILITY.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

FF. 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:

Asst Director Water Utilities

City of Lee's Summit

1200 SE Hamblen Road

Lee's Summit, MO 64063

Director of Water Utilities

City of Lee's Summit

1200 SE Hamblen Road

Lee's Summit, MO 64081

and notices to Service Provider shall be addressed to:

Kevin Waldron

1301 Burlington, Ste. 100

North Kansas City, MO 64116

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.

GG. OPERATIONAL TECHNOLOGY SYSTEMS. The City agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by Service Provider are dependent upon City's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. The City shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, the City recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by Service Provider are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Service Provider does not guarantee that the City's OT Systems are or will be impenetrable.

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

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 \_\_\_\_\_, 20\_\_.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager


**ATTEST**

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

Olsson, Inc. \_\_\_\_\_:  
Service Provider

  
\_\_\_\_\_  
Signature

Jeffrey C. Ford/Senior Vice President  
\_\_\_\_\_  
Print Name/Title

**WORK AUTHORIZATION AND E-VERIFY:**

Section 285.530, RSMo, affects all services provided in excess of \$5,000.00. This Section refers to the prohibition of employment of unauthorized aliens and requires participation in a Federal work authorization program. This law went into effect on January 1, 2009.

You are required to fill out and return with your submittal of qualifications the enclosed Work Authorization Affidavit and provide documentation evidencing current enrollment in a federal work authorization Program, e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding. The required documentation must be from the federal work authorization program provider. Letters from contractors reciting compliance is not sufficient. E-verify, <http://www.dhs.gov/everify>, is a FREE Internet-based federal work authorization program operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services 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 contractor'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 Contractor.

**Project No.**  
**CITY OF LEE'S SUMMIT, MISSOURI**  
**WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo**  
**(FOR ALL BIDS IN EXCESS OF \$5,000.00)**  
**Effective 1/1/2009**

County of \_\_\_\_\_ )  
  ) ss.  
State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_ ("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 subcontractor that knowingly employs or contracts with an illegal alien.

\_\_\_\_\_ )  
Affiant

\_\_\_\_\_ )  
Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ )  
Notary Public

SEAL





**Exhibit A**  
**RATE SCHEDULE**

**Labor Rates**

<b><u>Description</u></b>	<b><u>Range</u></b>
Principal.....	\$111 - \$389
Project Professional.....	\$96 - \$193
Assistant Professional.....	\$48 - \$146
Designer.....	\$86 - \$182
CAD Operator.....	\$33 - \$118
Survey.....	\$44 - \$175
Construction Services.....	\$41 - \$193
Administrative/Clerical.....	\$30 - \$133

\*Hourly compensation labor rate based on actual salary x 3.15

**Crew Rates**

1-Man Survey Crew.....	Hourly \$105.00
2-Man Survey Crew.....	Hourly \$140.00

**Miscellaneous Expenses**

Mileage (Field vehicle).....	Mile \$0.75
Mileage (Personal Vehicle)* .....	Mile \$0.585
Auto (OA Vehicle).....	Daily \$85.00
Other .....	See Note 2

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**Additional Notes**

1. These Unit Fees are in effect until January 1, 2021. Special Services and fees not included in the above categories will be provided on a Special Rate Schedule and/or as set forth in Work Order pursuant to Article II of the agreement.
2. Printing, postage, delivery, reproduction, subconsultants and other miscellaneous costs will be reimbursed at actual cost.

## Packet Information

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**File #:** TMP-1452, **Version:** 1

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An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport. (BOAC 12/9/19)

Issue/Request:

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Key Issues:

- The purpose of this agreement is to correct an error referencing the type of agreement to be executed in Ordinance No. 8742.
- Ordinance No. 8742 was approved by the City Council on October 15, 2019.
- This action will correct this error.

Proposed Committee Motion:

I move to recommend to City Council the approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Background:

The purpose of this agreement is to correct an error referencing the type of agreement to be executed in Ordinance No. 8742. Ordinance No. 8742 was approved by the City Council on October 15, 2019. This action will correct this error.

Timeline:

Start: October 31, 2019

Finish: December 31, 2021

Bob Hartnett - Deputy Director of Public Works/Administration

Staff recommends approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Committee Recommendation: [Enter Committee Recommendation text Here]



BILL NO.

ORDINANCE NO.

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT TO AIRPORT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FUNDS FOR \$98,064 FOR THE AIRPORT BUSINESS PLAN AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated February 20, 2019, and specifically described as follows: Airport Business Plan.

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, by the Mayor on behalf of the City of Lee's Summit, of an airport aid agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri for the purpose of development of an airport business plan for the Lee's Summit Municipal Airport, said agreement being attached hereto as "Exhibit A" and incorporated by reference as if fully set forth 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 \_\_\_\_\_, 2019.

---

Mayor William A. Baird

ATTEST:

---

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

Mayor William A. Baird

ATTEST:

---

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

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Nancy Yendes, Chief Counsel of  
Infrastructure and Planning  
Office of the City Attorney

CCO Form: MO01  
Approved: 02/94 (MLH)  
Revised: 05/17 (MWH)  
Modified:

Sponsor : City of Lee's Summit  
Project No.: AIR 196-109A

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
AIRPORT AID AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated February 20, 2019, and specifically described as follows:

Airport Business Plan;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Ninety-Eight Thousand Sixty-Four Dollars (\$98,064); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Ten Thousand Eight Hundred Ninety-Six Dollars (\$10,896). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to December 31, 2021. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

(6) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the airport, either as owner or as lessee, for 20 years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

(A) Land interests - Fifty (50) years.

(B) Improvements - Useful life, as determined by the Commission.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (8)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) When land donations are used, the costs for land may be submitted with an appraisal prepared by a MoDOT-certified appraiser. All donations must be preapproved by the Commission to ensure eligibility for funding.

(E) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(9) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(10) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(11) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(13) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(16) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(17) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(19) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance,

Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(23) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for architectural, engineering and/or land surveying services, as defined in section 8.287 RSMo, shall be procured by competitive proposals, and the procurement process shall comply with sections 8.285-8.291 RSMo.

(24) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(25) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(26) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(28) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the

Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(29) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

*[Remainder of Page Intentionally Left Blank]*



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

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title:

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

By: \_\_\_\_\_

Title: \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
(if applicable)

## Packet Information

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**File #:** 2019-3229, **Version:** 1

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Stormwater Program Review

Issue/Request:

Review status of stormwater program

Key Issues:

Stormwater funding program will require a rate study, a public vote and a billing system in order to implement.

Proposed Committee Motion:

I move to recommend to City Council [Enter text here]

Background:

Public Works Committee previously spent considerable time discussing a funding program for stormwater services. Staff presented information on program goals, funding scenarios, possible revenue sources, and other communities' programs for consideration. This presentation is a review of the decisions made and the status of the program.

Other Information/Unique Characteristics:

The cost of the rate study/billing system development is anticipated to be in the range of \$400,000-\$450,000.

Dena Mezger, Director of Public Works

Recommendation:

Committee Recommendation:

LS

# Stormwater Funding Update

Public Works Committee

January 6, 2020

# Status of Discussions

- o PWC adopted overall stormwater program goals
- o PWC supported Funding Scenario 2 from options presented
- o PWC was provided information on communities in the region with dedicated stormwater funding or fees
- o PWC endorsed concept of a utility
  - o Supportive of equivalent residential unit concept for fees

# Program Goals for Scenario 2

- o Improve reliability of existing system through increased maintenance including proactive efforts
  - o Dedicated resources for operation and maintenance (labor and materials)
  - o Inspection and condition assessment of existing system components
- o Expand implementation of regulatory NPDES water quality program including infrastructure improvements, public education, and staff training
  - o Staff training
  - o Illicit discharge inspections
  - o Increased public education and participation
- o Maintain a proactive approach to identifying needed updates to the City's standards and ordinances

# Required Revenue

- o To Fund Scenario #2 (escalated to 2020 costs)
  - o \$1.618 M in annual funding at start (will need to increase over time as costs increase)
    - o 11.9 FTEs
    - o Includes routine maintenance and inspection, construction of small projects, system repairs, regulatory compliance, design and project management
  - o \$0.614 M in one-time funding
    - o Nine trucks/pieces of equipment
- o Several participants in community groups recommended additional funding for some capital projects in the program

# Next Steps

- Specifics will need to be determined as part of a comprehensive rate study
  - Initial study to develop funding program and billing system is estimated to cost \$400,000-\$450,000
  - Development will require approximately 18 months
  - Work would be in two phases
    - Development of program and rate system before public vote
    - Implementation of billing system after vote, if approved
  - CIP sales tax cannot be spent on the study
- Can add study to expansion list for FY21 budget

Questions/Comments?

A large, stylized graphic consisting of the letters 'L' and 'S' in white, set against a light grey square background. The 'L' is on the left and the 'S' is on the right, both rendered in a bold, sans-serif font. The 'S' has a thick, rounded top and a curved bottom. The entire graphic is centered on the page.



# Equivalent Units

- o The Equivalent Residential Unit (ERU), sometimes called the Equivalent Dwelling Unit (EDU), is the area of impervious surface on a “typical” single-family residential lot.
- o Fees for non-residential/commercial properties are often calculated based on the number of ERUs of impervious area on each parcel