

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 referred to as "City," and Shockey Consulting Services, LLC, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services and in consideration of the payment terms described in PART I; subject to the Insurance Requirements described in PART II; and subject to the General Conditions described in PART III; and

WHEREAS, City desires to engage Service Provider to perform such services.

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

1. City employs Service Provider to perform the services hereinafter set forth.

2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Qualifications No. 2020-018 (hereinafter "RFQ"); the Service Provider's Response to the RFQ, ("Proposal"); Scope of Services ("Scope") and Payment Terms and/or Fee Schedule attached hereto as PART I; Insurance Requirements, attached hereto as PART II; and General Conditions, attached hereto as PART III. Where the terms of the RFQ or the Proposal conflict with anything in PARTS I, II or III, the terms of the PARTS shall control.

3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in PART I. Service Provider agrees that the price for all line items outlined in PART I shall not increase for a period of two (2) years from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

4. The term of this Agreement shall be for a two (2) year period from _____ through _____. All pricing identified on the pricing page shall be in effect for the stated agreement term.

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

6. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

Stephen A. Arbo, City Manager Date

ATTESTED:

Office of the City Clerk

APPROVED AS TO FORM

Office of the City Attorney

SHOCKEY CONSULTING SERVICES, LLC.

 Company Name
Sheila Shockey

 Company Authorized Signature
PRESIDENT

 Title Date
SHEILA SHOCKEY

 Type or Print the Name of Authorized Person

LEE'S SUMMIT, MO VISION 2040 MASTER PLAN SCOPE OF WORK	
PART I - PAYMENT TERMS AND/OR FEE SCHEDULE	
Shockey Consulting Services, LLC.	
12/11/2019	
PHASE 1: PROJECT LAUNCH	
Strengthening relationships & building a common sense of direction.	
Develop a project phasing plan. The organization of the phasing plan shall be decomposable to work packages and activities to accomplish tasks. These work packages shall be adaptable for structuring into timeframes and scheduling. Establish project management system. We will work closely with City staff to establish roles, assign responsibilities, and develop a project phasing plan. Deliverables: Integrated Project Management & Communications Plan & Tool Work Plan with Phasing, Timeframes, and Schedule.	
1.A Phasing Meeting	
Prepare meeting agenda	
Meet with client/project team (PM Meeting #1)	
Prepare meeting summary	
Quality Assurance/Review	
Total hours	20.00
Total Fees	\$ 2,717.00
1.B Project Management Plan - internal/external project team	
Complete Project Initiation Form.	
Prepare draft and final plan - provide to client electronically.	
Total hours	6.00
Total Fees	\$ 845.00
1.C. Work Plan - phasing, timeframes, schedules	
Prepare draft and final plan - provide to client electronically.	
Prepare meeting agenda	
Meet with client/project team	
Prepare meeting summary	
Quality Assurance/Review	
Total hours	20.00
Total Fees	\$ 3,082.00
1.D. Establish Project Management Tool, file sharing & communication protocol	
Prepare meeting agenda	
Meet with client/project team (Project Management Meeting)	
Prepare meeting summary	
Quality Assurance/Review	
Establish use electronically	
Total hours	18.00
Total Fees	\$2,675.00

TOTALS			
PHASE 1: PROJECT LAUNCH			
HOURS	FEES	EXPENSES	TOTAL
		\$ 25.00	
20.00	\$ 2,717.00	\$ 25.00	\$ 2,742.00
HOURS	FEES	EXPENSES	TOTAL
6.00	\$ 845.00	\$ -	\$ 845.00
HOURS	FEES	EXPENSES	TOTAL
20.00	\$ 3,082.00	\$ 10.00	\$ 3,092.00
HOURS	FEES	EXPENSES	TOTAL
18.00	\$2,675.00	\$100.00	\$2,775.00

1.E. Client Meetings & Project Management
Ongoing project correspondence (phone & email)
Project team meetings
Internal project team meetings (prep for PM meetings with Client)
Project Management Team In-Person Meetings (not included below)
Bi-weekly Calls
Prepare and distribute meeting summaries
Prepare invoices
Review invoices
Approve invoices
Total hours
Total Fees
PHASE 1 TOTAL HOURS
PHASE 1 TOTAL FEES
Task/Sub-Task
PHASE 2: DISCOVERY - Developing Community Story
Create a shared understanding of where we've been, where we are, and where we are going.
We will work closely with City staff to establish a baseline of information and materials. We believe in the value of providing the decision-makers and the public with the information they need early in the process so they can participate in a meaningful way, which leads to more comprehensive feedback. We will delve deeper into the Environmental Scan developed during Lee's Summit Ignite Strategic Plan. During this phase, we will review existing data and plans to provide a baseline of information and shared understanding.
2.A. Review Existing Plans & Conduct Analysis
<i>Review Existing Plans/Maps & Conduct Analysis</i> We will prepare a short 6-page document that provides highlights and recommendations, along with hyperlinks to the various plans and sections within the plans for use by the project team, steering committee, Planning Commission, City Council and public. Gather and review the city's existing plans/maps including the Comprehensive Zoning Map, Comprehensive Plan, Downtown Master Plan, potential annexation areas, Greenway/Trails Master Plan, Parks Master Plan, Sewer Master Plan, Water Utilities Master Plans, Thoroughfare Master Plan 2015-2040, Capital Improvements Plan and other department master plans, Historic Preservation Plan, Envision LS Master Development Plan, Community for All Ages M-150 Corridor Sustainable Corridor Vision and Framework Plan, Fire Department Strategic Plan, Fire Department Community Risk Standards of Cover, Police Department Strategic Plan, Police Department Blue Print for the Future, Water District #13 Master Plan, Little Big Creek Sewer District and Middle Big Creek Sewer District Plans, Fiber Build-Out Plan, Greenway/Trails Regional Plans, County Land Use Plans, and other regional plans.
Contact client to identify needs and objectives
Obtain required data/format data for analysis
Read Plans and Conduct Analysis
Summarize findings/develop booklet
Create graphics to communicate concepts in existing plans.
Quality Assurance/Review
Total hours
Total Fees
2.B. Develop Mapping Protocol

HOURS	FEES	EXPENSES	TOTAL
		\$ 205.00	
434.00			
	\$60,624.00	\$205.00	\$60,829.00
498.00			
	\$ 69,943.00	\$340.00	\$70,283.00
PHASE 2: DISCOVERY			
HOURS	FEES	EXPENSES	TOTAL
		\$ 25.00	
68.00			
	\$ 8,817.00	\$ 25.00	\$ 8,842.00
HOURS	FEES	EXPENSES	TOTAL

Prepare and analyze scenario-based projections analysis (population, housing, economic sectors, labor force/labor market shed, and occupations). Match industry targets and projections to space and land needs. Answer the question: What could LS capture?				
Conduct Business Leaders and Property Owners Stakeholders meeting(s) : C4 Ignite Committee, major real estate owners (particularly commercial properties) Owners of "older strip centers". (hours for Shockley included in those tasks in Phase 3. Bob Lewis include here)				
Conduct Attitudinal Surveys (questionnaires): Business Owners Survey; Consumer Survey; Focus Groups (hours for Shockley included in those tasks in Phase 3. Bob Lewis include here)				
Develop Peer City Comparisons (work with LS officials to identify and agree on peer cities)				
Prepare Land Capacity Analysis: Possible redevelopment and reinvestment sites, new development and city expansion sites; density analysis and primary highest and best use analyses. (City to assist with mapping this data)				
2.E.2. Analyze Opportunities by Sector				
Analyze specific business and real estate development opportunities raised in task above. Provide the city with tool that can be used as part of a market analysis or on an as-needed basis in the future. Document methods for analyzing data. Identify opportunities by sector.				
Meet with City Project Manager to share results from first subtask and process for next two tasks. (included in Phase I under bi-weekly calls)				
Identify opportunities for Retail & Service Business Sector: Evaluate impact of eCommerce and experiential retail (e.g. Downtown LS) vs Malls and strip centers.				
Identify opportunities for Restaurants				
Identify opportunities for Arts & Entertainment				
Identify opportunities for Housing: Single family (wide range of possible options re: volume, lot sizes, market desires); townhomes/village concepts for possible mixed use locations; apartments and condos.				
Identify opportunities for Office Space: Large buildings (signature architecture, headquarters operations); small buildings/campus (multi-tenant, flexible spaces); Research & Development, incubators, shared work spaces, technology hub campus; appropriate locations for the above including redevelopment locations; evaluate competitive position and opportunities relative to Overland Park, Lenexa, Olathe, etc.				
Identify opportunities for lodging of various types (hotel, B&B)				
Identify opportunities for mixed use with possible locations, appropriate uses, making the case for mixed use for LS residents				
Identify opportunities and locations for regional scale development such as manufacturing, other industrial, logistics, fulfillment centers (especially mini version), health care facilities, education and sports venues.				
Determine rent, vacancy, and return-on-investment analysis for all the above with a preliminary analysis and basis for public incentives discussion.				
2.E.3. Prepare Results and Recommendations				
Develop conclusions and recommendations that are realistic in the anticipate marketplace conditions of the next decade or so. The intent is to look "outside of the box" to identify realistic solutions that could revitalize certain areas of town such as Downtown and development types such as strip centers.				
Meet with City Project Manager to share results from second subtask and process for final task. (included in Phase I under bi-weekly calls)				
Apply market analysis data to describe dynamics of the trade area including its customers and competition				
Apply market analysis data to address specific issues such as Business mix, vacancies, intense competition, etc.; Housing mix and related demographic forces and characteristics; Economic and financial analysis to estimate market feasibility and/or need for incentives.				
Apply market analysis data to recommend development and reinvestment areas; Suggest metrics for prioritization.				
Apply market analysis data to identify initiatives to maximize development potential; Support business expansion and recruitment efforts; Encourage entrepreneurship.				
Apply market analysis data to identify niche markets and the opportunities they represent and match to favorable locations in Lee's Summit				
Apply market analysis data to identify appropriate mixed uses for key areas and geographic clusters				
Apply market analysis data to: Identify infill development and redevelopment opportunities in and around the Central Business District and Old Lee's Summit Planning Area: Short-term, mid-term, and long-term enrichment of the community; Infill housing strategies; Evaluate benefits and costs of Downtown Core expansion.				
Apply market analysis data to identify a series of specific area plans to be completed following the Master Plan adoption				

Apply market analysis data to suggest a market-driven brand and promotional themes and share with a branding and marketing consultant
Apply market analysis data to provide implementation strategies for redevelopment areas
Apply market analysis data to Identify potential design improvements to enhance economic and housing development - Horizontal (sites and scale for redevelopment opportunities) and Vertical Building heights demanded by the market and Increased densities for economies of scale
Prepare maps, infographics and communications materials
Quality Assurance/Review
Total hours
Total Fees
2.F. Land Use Analysis (Current & Future Land Use)
<i>We will develop a current land use map, table, and summary pie chart. Comparing current land use data to peer communities in a 11X17 booklet to serve as a data point for community conversation about future land use. We will also evaluate current land use and identify conflicts, opportunities, and challenges.</i>
Obtain required data/format data for analysis
Read Plans and Conduct Analysis
Consider land use conflicts and market analysis land capacity and use data.
Summarize findings/develop two booklets (1. Current Land Use; 2. Future Land Use Considerations) - City to produce land use maps per mapping protocol and style guide.
Create graphics to communicate land use concepts
Quality Assurance/Review (note project management meeting to present draft in Task 1 budget)
Total hours
Total Fees
2.G. Mapping & Storytelling with Maps
<i>The City will develop visually appealing maps from existing GIS layers following the protocol that illustrate the history of Lee's Summit development, existing conditions, and potential future scenarios. ESRI Story Maps: Shockey will combine narrative text with maps and other content to create the story of Lee's Summit Series. Story Maps can be accessed online and used for in-person presentations of existing conditions and plans.</i>
Meet with City Project Manager, Creative Services & GIS Manager to discuss desired outcomes.
Obtain required data/format data for mapping
Design maps to illustrate opportunities and challenges. (City to provide GIS maps pulled into InDesign to create story with data).
Create graphics to communicate concepts displayed in maps.
Use ESRI storytelling with maps software to explain opportunities and challenges
Create short videos with voice overs from the maps for context (city will assist with this task)
Quality Assurance/Review (note project management meeting to present draft in Task 1 budget)
Total hours
Total Fees
2.H. Conduct Background Research on Critical Issues
<i>Gather other relevant information as it relates to the economics, redevelopment strategies, preservation and retention of residential areas, redevelopment of certain properties, development of infill sites in and around downtown, and protection of natural features and environment.</i>
Develop a list of critical issues with client review (this may evolve over the planning process)
Conduct critical issues research
Develop a Insight-Foresight Resource Hub with linke to City's website to share with stakeholders.
Create graphics to communicate concepts to illustrate issues.
Create 30 second lead in videos on website
Quality Assurance/Review (note project management meeting to present draft in Task 1 budget)
Total hours
Total Fees
2.H. Fiscal Impact Model

	953		
		\$ 64,782.00	\$ -
			\$ 64,782.00
HOURS	FEES	EXPENSES	TOTAL
		\$ 25.00	
	24		
		\$ 2,910.00	\$ 25.00
			\$ 2,935.00
HOURS	FEES	EXPENSES	TOTAL
		\$ 50.00	
	59		
		\$ 6,741.00	\$ 50.00
			\$ 6,791.00
HOURS	FEES	EXPENSES	TOTAL
		\$ 25.00	
	40	\$ 100.00	
		\$ 5,412.00	\$ 25.00
			\$ 5,437.00
HOURS	FEES	EXPENSES	TOTAL

<i>Develop a life cycle costing model to be used to make decisions about growth strategies and the impact of the Property Reserve Inc. 4,200- acre proposed development and annexation strategies. Financial management, land use planning and infrastructure planning are connected. Land use is the primary catalyst for local government expenditure and revenue generation. This tool will allow Lee's Summit to move beyond the social and environmental considerations to finance and cost considerations. Project the effect of growth on the City's: 1. Infrastructure; 2. Cost; 3. Revenue; 4. Facilities; 5. Staffing; and 6. Levels of service.</i>
Meet with City Project Manager to discuss impact model and potential scenarios to run
Collect data from City, County and private sector sources to populate model.
Prepare example model elements for approval
Create a model to project the effect of growth on the City's Infrastructure, Cost, Revenue, Facilities, Staffing, and Levels of Service. Use a map and infographics to demonstrate cost to serve growth by development type versus the revenue generated in fees and taxes to pay for growth.
Run scenarios using model for Project Management Team #15&16, Staff Steering Committee workshop #14, Elected Official/Planning Commission Workshop #2, Focus Group (5 meetings) - budget for William Ziebertz, Jr. included here while the rest of the team is included on that task.
Provide training for city staff to use model and run scenarios
Quality Assurance/Review
Total hours
Total Fees
2.I. Multimodal Transportation Analysis
<i>Provide information to stakeholders about existing conditions, planned improvements, future technologies and recommendations for the Master Plan.</i>
Meet with Project Manager and Transportation Managers to identify needs and objectives (PM Meeting)
Obtain required data/format data for analysis
Read Plans and Conduct Existing Conditions/Plans Analysis: Describe the existing multi-modal transportation system and current plans to modify it both locally and regionally. Analyze the City's existing land use patterns, existing system and current plans and recommend improvements that will enhance mobility both internally and regionally to support the vision and Critical Success Factors of the Ignite Strategic Plan.
Summarize findings/develop Existing Conditions booklet
Create graphics to communicate opportunities and challenges
Explore future technologies such as smart cities, ride sharing, micro-transit, autonomous vehicles that could be employed in Lee's Summit over the next 20 years.
Summarize findings/develop Future Transportation Technologies booklet
Create graphics to communicate opportunities and challenges (City puts together multimodal transportation mapping per mapping protocol and style guide.)
Based upon the vision, goals, future land use recommendations, and potential future transportation technologies, develop policy recommendations for a robust multi-modal transportation system. Use text, graphics, and mapping to illustrate the recommendations as part of the final deliverable.
Quality Assurance/Review
Total hours
Total Fees
2.J. Infrastructure Analysis
<i>Provide information to stakeholders about existing conditions, planned improvements, future technologies and recommendations for the Master Plan for infrastructure (not streets but including fiber communications systems).</i>
Meet with client to identify needs and objectives (Project Mgmt Meeting)
Obtain required data/format data for analysis
Read Plans and Conduct Analysis
Summarize findings/develop booklet
Create graphics to communicate opportunities and challenges
Based upon the vision, goals, future land use recommendations, and potential infrastructure changes in technologies, develop policy recommendations for sustainable infrastructure system to serve the future land use plan. Use text, graphics, and mapping to illustrate the recommendations as part of the final deliverable.
Quality Assurance/Review
Total hours

		\$ 150.00	
	\$ 1,000.00		
188			
	\$ 39,396.00	\$ 150.00	\$ 39,546.00
HOURS	FEES	EXPENSES	TOTAL
		\$ 100.00	
115			
	\$ 17,658.00	\$ 100.00	\$ 17,758.00
HOURS	FEES	EXPENSES	TOTAL
		\$ 200.00	
122			

Total Fees
2.K. Cultural, Parks & Recreational Amenities Analysis
<i>Document existing cultural, parks and recreational amenities; explain future trends that may impact existing plans; and make policy recommendations for this element of the Master Plan.</i>
Meet with Project Manager and Cultural, Parks & Recreation staff to gather information and discuss future trends and overall program objectives. (Project Management Team)
Obtain required data/format data for analysis
Read Plans and Conduct Analysis
Summarize findings/develop booklet
Create text, graphics to communicate cultural, parks, open space and recreational opportunities and challenges with recommended policies and strategies for Master Plan document.
Quality Assurance/Review
Total hours
Total Fees
2.L. Resiliency Analysis
<i>Conduct a high-level assessment of Lee's Summit's capacity to adapt to changes such as shifting demographics and housing affordability, and "bounce back" from events such as economic downturns and the effects of a changing climate (for example, more frequent and intense storms, temperature increases, etc). Develop a set of policies to enhance resiliency.</i>
Meet with client to identify needs and objectives. (Project Management Meeting)
Obtain required data/format data for analysis
Read Plans and Conduct Analysis
Summarize findings/develop booklet of opportunities, challenges and potential policies
Create graphics to communicate opportunities and challenges for enhancing resiliency.
Quality Assurance/Review
Total hours
Total Fees
2.M. Sustainability & Environmental Conditions Analysis (CITY WILL PROVIDE BUILD-OUT ANALYSIS)
<i>Conduct a high-level review of existing efforts by Lee's Summit to effectively balance economic, social, cultural and environmental interests in order to meet the needs of the present generation without compromising the ability of future generations to meet their needs. Develop a set of policies to enhance sustainability.</i>
Meet with client to identify needs and objectives (Project Management Meeting)
Obtain required data/format data for analysis
Read Plans and Conduct Analysis
Describe & Map existing data regarding environmental resources, hazards, soils, slopes,
City to Develop Build-Out Analysis and Provide to Shockey: Project the development that could occur under current city ordinances. Test the reality of existing future land use plan and development regulations against Lee's Summit's vision for its future. Prepare text, graphics, and maps to illustrate the answers to the following questions: If existing land development ordinances and open space programs (or lack thereof) remain unchanged, how much land might ultimately be developed? At what density and where? And with what impact on the community - social, economic, and environmental. This information helps to shape the future land use plan and policies.
Summarize findings/develop booklet
Create graphics to communicate opportunities and challenges
Quality Assurance/Review
Total hours
Total Fees
2.N. Public Health & Safety Analysis
<i>Document existing public health and safety conditions; plans, opportunities and challenges. Develop recommendations to be included in the Master Plan to enhance public health and safety including facility needs, policies and impacts on future land use.</i>
Meet with client to identify needs and objectives (Project Management Meeting)

	\$ 19,342.00	\$ 200.00	\$ 19,542.00
HOURS	FEES	EXPENSES	TOTAL
		\$ 50.00	
		\$ 100.00	
54			
	\$ 7,916.00	\$ 150.00	\$ 8,066.00
HOURS	FEES	EXPENSES	TOTAL
		\$ 100.00	
53			
	\$ 7,962.00	\$ 100.00	\$ 8,062.00
HOURS	FEES	EXPENSES	TOTAL
		\$ 100.00	
125.00			
	\$ 16,746.00	\$ 100.00	\$ 16,846.00
HOURS	FEES	EXPENSES	TOTAL

Obtain required data/format data for analysis
Read Plans and Conduct Analysis
Summarize findings/develop booklet
Create graphics to communicate opportunities and challenges
Quality Assurance/Review
Total hours
Total Fees

		\$ 25.00	
	39		
	\$ 6,264.00	\$ 25.00	\$ 6,289.00

2.O. Housing
<i>Document existing housing trends, issues, projected needs, opportunities and challenges. Prepare recommendations for Master Plan.</i>
Obtain required data/format data for analysis
Read Plans and Conduct Analysis
Summarize findings/develop booklet
Create graphics to communicate opportunities and challenges
Quality Assurance/Review (note project management meeting to present draft in Task 1 budget)
Total hours
Total Fees

HOURS	FEES	EXPENSES	TOTAL
		\$ 25.00	
	37		
	\$ 4,082.00	\$ 25.00	\$ 4,107.00

2.P. Economic Development Analysis
<i>Document existing economic development strategies; past successes/failures; summarize future opportunities & challenges based upon Market Analysis.</i>
Meet with client to identify needs and objectives (Project Management Meeting)
Obtain required data/format data for analysis
Read Plans and Conduct Analysis
Summarize findings/develop booklet
Create graphics to communicate opportunities and challenges
Quality Assurance/Review
Total hours
Total Fees

HOURS	FEES	EXPENSES	TOTAL
		\$ 25.00	
	33		
	\$ 4,452.00	\$ 25.00	\$ 4,477.00

PHASE 2 TOTAL HOURS
PHASE 2 TOTAL FEES

2,016.50			
\$ 225,994.00	\$ 1,345.00		\$ 227,339.00

Task/Sub-Task

PHASE 3: CREATING CONSENSUS

Strengthening relationships & building a common sense of direction.

Develop a public engagement strategy and plan describing the outline of the tasks, schedule, protocols. Work with the City to deliver a robust engagement process that results in consensus regarding the recommendations of the Master Plan.

3.A. Engagement Plan
<i>Develop a Public Engagement Strategy and Plan. develop a Public Engagement Plan, with a stakeholder engagement protocol, planning framework, anticipated engagement activities, key messages, schedule, and engagement materials. The consultant will be responsible for facilitating meetings. The City will be responsible for providing meeting space and staff support.</i>
Meet with client/project team to identify key components.
Conduct research/gather data
Prepare draft engagement document & distribute for review
Revise and maintain engagement document
Document engagement activities & report progress
Quality Assurance/Review
Total hours
Total Fees

HOURS	FEES	EXPENSES	TOTAL
		\$ 25.00	
	15		
	\$ 1,570.00	\$ 25.00	\$ 1,595.00

3.B. Branding & Template Creation (CITY WILL LEAD)
<i>City to create a brand with style guide and templates for Master Plan engagement and final website/document.</i>

HOURS	FEES	EXPENSES	TOTAL

Total Fees	
3.H. City Newsletter Copy (City will lead this task)	
<i>City to develop city newsletter articles about Master Plan.</i>	
Total hours	
Total Fees	
3.I. Printed Piece (City will lead this task)	
<i>City to print General handout materials for use in engagement process and for presentation handouts prepared by Shockey.</i>	
Total hours	
Total Fees	
3.J. Media Relations (City will lead this task)	
<i>City will develop press releases speaking points for media relations.</i>	
Total hours	
Total Fees	
3.K. City Television Station Content (City will lead this task)	
<i>City will create, produce and show project content on City Television Station.</i>	
Total hours	
Total Fees	
3.L. City Staff Steering Committee (7 meetings - 2 hours each)	
<i>Facilitate the City Staff Steering Committee made up of City Management Team, Department Managers and Community Development Staff. They will be responsible for working with the Consultant team to develop the information and recommendations to include in the Master Plan.</i>	
Prepare City staff steering committee agenda; distribute for review. Keep agenda current on the Sharepoint	
Draft materials/packets	
Other printed material that may need to be drafted/created	
Facilitate meetings	
Prepare and distribute meeting summary	
Quality Assurance/Review	
Total hours	
Total Fees	
3.M. Conversation Kits	
<i>Develop kits with engagement materials for use by City staff with community stakeholder groups. Tally responses.</i>	
Meet with client to identify needs and objectives	
Prepare tube & materials to guide conversation	
Recruit conversation kit groups	
Distribute and collect kits	
Tally input and provide summary report	
Quality Assurance/Review	
Total hours	
Total Fees	
3.N. Elected Officials Briefings (CITY WILL LEAD THIS TASK)	
<i>Brief the elected officials on the planning project process.</i>	
Total hours	
Total Fees	
3.O. Planning Commission Briefings (CITY WILL LEAD THIS TASK)	
<i>Brief the Planning Commission on the planning project progress.</i>	
Total Hours	
Total Fees	
3.P. Elected Officials/Planning Commission/Staff Workshops (5 WORKSHOPS -- 2 hours each)	
<i>Conduct a workshop with elected officials, planning commission and staff (one for each phase)</i>	

	\$ 945.00	\$ -	\$ 945.00
HOURS	FEES	EXPENSES	TOTAL
0			
	\$ -	\$ -	\$ -
HOURS	FEES	EXPENSES	TOTAL
0			
	\$ -	\$ -	\$ -
HOURS	FEES	EXPENSES	TOTAL
0			
	\$ -	\$ -	\$ -
HOURS	FEES	EXPENSES	TOTAL
0			
	\$ -	\$ -	\$ -
HOURS	FEES	EXPENSES	TOTAL
108			
	\$ 15,408.00	\$ 3,400.00	\$ 18,808.00
HOURS	FEES	EXPENSES	TOTAL
26			
	\$ 2,852.00	\$ 500.00	\$ 3,352.00
HOURS	FEES	EXPENSES	TOTAL
0			
	\$ -	\$ -	\$ -
HOURS	FEES	EXPENSES	TOTAL
0.00			
	\$0.00	\$0.00	\$0.00
HOURS	FEES	EXPENSES	TOTAL

Meet with client to identify needs and objectives (included in Project management tasks 1 phase 1)
Set Meeting Date. Send calendar item to people staffing the meeting with time they need be there. Indicate actual starting time and ending time in the text.
Prepare a detailed Meeting Room Layout diagram. Send a copy to the facility staff and the Team Project Manager. Keep a copy on the sharepoint.
Prepare meeting agenda and keep updated on the server
Draft meeting invitation
Draft meeting materials/packets
Other printed material that may need to be drafted/created
Prepare Nametags
Facilitate and staff workshop
Prepare and distribute meeting summaries
Total hours
Total Fees

		\$ 1,250.00	
		\$ 4,000.00	
99			
	\$ 14,120.00	\$ 5,250.00	\$ 19,370.00

3.Q. C4 Meeting Materials (One Session - Trends & Guiding Principles)
<i>Six topical Focus Groups were created by the city corresponding with Critical Success Factors identified in the Ignite Strategic Plan: Economic Development, Neighborhoods & Housing, Cultural & Recreational Amenities, Community Health & Wellbeing, Education, and City Services & Infrastructure. The groups will meet to discuss challenges and opportunities, prioritize issues, and develop strategies for each focus area that will ultimately shape the planning framework. We will work with the facilitator for the C4 process and City staff to provide materials for discussion so the C4 groups can provide input into the planning framework. We will attend to listen to input. Materials for one meeting to set guiding principles and review and discuss future trends.</i>
Meet with client to identify needs and objectives (included in Project management tasks 1 phase 1)
Prepare agenda; distribute for review. Keep agenda current on the Sharepoint
Draft materials for packets
Other printed material that may need to be drafted/created
Attend and assist with discussions
Prepare and distribute meeting summary
Attend debriefing meeting
Quality Assurance/Review
Total hours
Total Fees

HOURS	FEES	EXPENSES	TOTAL
		\$ 150.00	
15			
	\$ 2,110.00	\$ 150.00	\$ 2,260.00

3.R. Video Production (CITY WILL LEAD THIS TASK)
<i>City to shoot new footage of engagement and city happenings and locations to be included in social media posts and final video plan.</i>
Total hours
Total Fees

HOURS	FEES	EXPENSES	TOTAL
0			
	\$ -	\$ -	\$ -

3.S. Displays and Kiosks (4 KIOSKS)
<i>Create stand alone kiosks/displays that can be placed at community gathering places to solicit input. (4 kiosks).</i>
Meet with client to identify desired outcome (included in Task 1 Phase 1 budget)
Install display
Research appropriate display materials
Develop content
Prepare artwork
Have materials produced/create display
Staff display (unstaffed)
Quality Assurance/Review
Total hours
Total Fees

HOURS	FEES	EXPENSES	TOTAL
		\$ 250.00	
21			
	\$ 2,150.00	\$ 250.00	\$ 2,400.00

3.T. Mobile Engagement (CITY WILL LEAD THIS TASK)
<i>City will go around a neighborhood, apartment complex or business complex with engagement materials to solicit input in hard to engage areas using materials already produced to gather input.</i>

HOURS	FEES	EXPENSES	TOTAL

	Total hours
	Total Fees
3.U. Community Group Presentations (CITY MAKES PRESENTATIONS)	
<i>Create a presentation and materials for use by City staff at community group meetings.</i>	
Meet with client to identify needs and objectives	
Prepare standard PowerPoint	
Prepare handouts/fact sheets	
Train staff on presentation	
Manage logistics	
Make presentations	
Solicit presentations (city recruits through email)	
Manage database of presentations given	
Compile comments and questions	
Follow up on comments and questions	
Quality Assurance/Review	
	Total hours
	Total Fees
3.V. Topical Focus Groups (3 Different Focus Group Meetings)	
<i>Shockey will form and facilitate Focus Group meetings help people better understand the issues and provide more comprehensive feedback. Topical Focus Groups: Design Standards, Market Analysis, Development & Redevelopment Challenges/Opportunities.</i>	
Meet with client to identify needs and objectives (included in Task 1, Phase 1 Budget)	
Identify focus group participants	
Prepare focus group agenda; distribute for review. Keep agenda current on the Sharepoint	
Draft invitation	
Draft interview materials/packets	
Other printed material that may need to be drafted/created	
Send meeting invitation to participants	
Recruit focus group participants - make you have enough for event - calls to follow up	
Prepare Nametags	
Facilitate and staff focus groups	
Prepare and distribute meeting summary	
Attend debriefing (included in Task 1, Phase I Budget)	
Quality Assurance/Review	
	Total hours
	Total Fees
3.W. Pop Up Engagement (CITY WILL LEAD)	
<i>Shockey will prepare materials for use by City Staff at Community Events. Consultant will tabulate results of efforts.</i>	
Meet with client to identify needs and objectives	
Prepare event plans	
Arrange and attend pre-meetings (included in Task 1, Phase 1 Budget)	
Develop displays and other materials	
Train staff assisting with event - one session	
Write up instructions	
Compile documents (sign in sheets, comment cards, etc.)	
Prepare and distribute input summary	
Attend debriefing meeting (included in Task 1, Phase 1 Budget)	
Quality Assurance/Review	
	Total hours
	Total Fees

0			
	\$ -	\$ -	\$ -
HOURS	FEES	EXPENSES	TOTAL
21			
	\$ 1,970.00	\$ -	\$ 1,970.00
HOURS	FEES	EXPENSES	TOTAL
		\$ 450.00	
		\$ 1,750.00	
126			
	\$ 18,548.00	\$ 1,750.00	\$ 20,298.00
HOURS	FEES	EXPENSES	TOTAL
40.5			
	\$ 4,432.50	\$ -	\$ 4,432.50

Revise guidelines based on staff and community input
Quality Assurance
Total hours
Total Fees
4.B. Draft Master Plan Process
<i>Drafting Master Plan and presenting to joint meetings of the Planning Commission and City Council. The Masterplan will include the following elements: A. Vision Statement from "Lee's Summit Ignite Strategic Plan" B. History- Focusing on the history of development, growth, geography and the built environment C. Existing Conditions D. Review, update and integration of relevant City plans E. Demographics and Projections F. Housing Strategies G. Design Guidelines H. Transportation 1. Public transit 2. Multi-modal transportation systems 3. Introduction into and projected impacts of Autonomous Vehicles (AV's) 4. Ride sharing technologies I. Public Infrastructure J. Public Facilities K. Public Safety L. Sustainability and overall environmental conditions M. Emergency Preparedness and Resiliency N. Market Analysis of opportunities O. Identify initiatives to maximize development potential P. Designate redevelopment areas Q. Economic Development Strategies and Opportunities R. Conduct regional market analysis S. Identify infill opportunities in and around the Central Business District for the short-term, mid-term and long-term enrichment of the community T. Identify a series of specific area plans U. Recommend infill housing strategies as it relates to the Central Business District and Old Lee's Summit Planning Area V. Provide implementation strategies for redevelopment areas W. Updates to the Downtown Masterplan and incorporation into the Masterplan X. Proposed Implementation Strategies Y. Future Land Use Map (with infrastructure overlays) Z. Effect of Growth on capital and operating costs.</i>
Draft Master Plan sections and provide to city project team for review and comment.
Make two (2) rounds of revisions to draft and prepare final draft for staff.
Total hours
Total Fees
PHASE 4 TOTAL HOURS
PHASE 4 TOTAL FEES
Task/Sub-Task
PHASE 5: ADOPTING THE PLAN
Present plan to community & leadership. Modify and shepherd through adoption process. Establish implement tool.
Gather final input into plan and present to City for adoption and monitoring with performance dashboard.
5. A. Plan Presentation to staff, City Council, Planning Commission, and community stakeholders
<i>Prepare presentation materials and present draft to various stakeholder groups.</i>
Prepare presentation materials for stakeholder groups (staff presents to them.)
Present draft plan to City Steering Committee & make one set of revisions. (consultant presents)
Present draft plan to City Council/Planning Commission & make one set of revisions. (consultant presents)
Present draft plan Public Hearing & make one set of revisions. (consultant presents)
Total hours
Total Fees
5. B. Plan Reveal (CITY WILL LEAD)
<i>Roll the plan out to the public for comment in an open house style format with fun theme and location.</i>
Total hours
Total Fees
5.C. Deliver final plan

	356		
	\$ 54,310.00	\$ 1,250.00	\$ 55,560.00
HOURS	FEES	EXPENSES	TOTAL
		\$ 250.00	
		\$ 250.00	
129			
\$ 17,255.00	\$ 500.00		\$ 17,755.00
485			
\$ 71,565.00	\$ 1,750.00		\$ 73,315.00
PHASE 5: PLAN ADOPTION			
HOURS	FEES	EXPENSES	TOTAL
		\$ 100.00	
		\$ 1,100.00	
		\$ 100.00	
69			
\$ 10,192.00	\$ 1,300.00		\$ 11,492.00
HOURS	FEES	EXPENSES	TOTAL
0			
\$ -	\$ -	\$ -	\$ -
HOURS	FEES	EXPENSES	TOTAL

Lee's Summit, MO Master Plan Hourly Fee Schedule

Shockey Consulting Services, LLC

Principal	Consultant V	Consultant IV	Consultant III	Consultant II	Consultant I	Accountant
\$170.00	\$200.00	\$135.00	\$115.00	\$ 90.00	\$ 60.00	\$ 90.00

Robert M. Lewis, FAICP, Cecd

Urban Economist
\$ 65.00

Stantec, Inc.

Sr. Urban Planner	Sr. Landscape Architect	Landscape Tech	Landscape Architect	Sr. Urban Planner	Sr. Transportation Planner	Urban Planner	Economist	Sr. Urban Planner	Transportation Planner	Principal Urban Planner
\$166.00	\$173.00	\$127.00	\$158.00	\$166.00	\$211.00	\$160.00	\$221.00	\$166.00	\$147.00	\$188.00

Bartlett & West, Inc.

Urban Planner	Sr. Engineer	Jr. Engineer	Engineering Tech	Accountant
\$178.00	\$165.00	\$110.00	\$ 65.00	\$ 85.00

Payment Terms

For the services performed by Consultant pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Consultant 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 Consultant according to the following provisions:

- A. The cost of all services covered under Part 1 shall be billed at the rates set forth in Part 1 incorporated herein by reference. Expenses incurred to provide the services shall be billed as set forth in Part 1.
- B. If so requested by Consultant, City will make payment monthly for services that have been satisfactorily completed. The City shall make payment to Consultant within a period not to exceed thirty (30) days from the date an invoice is received by City, provided that all services have been satisfactorily completed. All invoices shall contain the following information:
 1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
 2. Invoice Number and Date.
 3. Purchase Order Number issued by the City.
 4. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
 5. Report of monthly progress describing the services completed to date and projected completion time for the work.
 6. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that the amount of interest to be paid by the City shall not exceed 9% per annum, except as provided by law.

PART II
INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above 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.
- B. 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 Contractor 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.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, 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.
- D. 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.
- E. Primary Insurance. Contractor's insurance shall be, or 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.
- F. 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 three-year period.
- G. Waiver. 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 Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. 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. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Escalator. The limits of liability for each policy coverage amount stated in this Section 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.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all subcontractors in the Contractor's liability insurance policy or 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 Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. The Contractor 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. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in 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 provisions is a material breach of this Agreement.

- L. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor'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 this Agreement and that such coverage and provisions are in full force and effect. The City may 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 the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this 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:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) 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 Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

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 S.E. Green Street
Lee's Summit, MO 64063 -2358

2. Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 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.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor'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.
- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor'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.

- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 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.
- E. Umbrella Insurance. Contractor shall carry and maintain Umbrella/Excess Liability insurance with an unimpaired limited of not less than \$2,000,000 per occurrence combined limit bodily injury and property damage, and applies in excess of the insurance policies required in this Agreement.
- 3. 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.

**PART III
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO**

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposals will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least a Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.

12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent allowable by law, Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities (collectively "Indemnitee"), for, from and against any and all claims, demands, damages, losses, fines, judgments, or liabilities, including costs, expenses, and attorneys' fees (collectively "Claims") to which Indemnitee may become subject, under any theory of liability whatsoever, incurred in the defense of such Claims, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, and arising out of Contractor's performance or non-performance under this contract. The obligations under this indemnification provision shall also apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Contractor's agents, directors, officers, employees, volunteers, contractors, whether employed directly or indirectly by Contractor, and any other person for which Contractor may be legally liable.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
22. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
23. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. **DAVIS BACON ACT:** The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.