ON-CALL AGREEMENT FOR GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES BETWEEN THE CITY OF LEE'S SUMMIT AND KAW VALLEY ENGINEERING, INC.

THIS ON-CALL AGREEMENT FOR GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND INSPECTION SERVICES (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Kaw Valley Engineering, Inc., a Kansas for-profit corporation (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. The City issued a Request for Qualifications, RFQ #2022-046 "Request for qualifications for on-call geotechnical engineering, materials testing, and inspection services" (the "RFQ"), a copy of which is on file with Public Works and incorporated herein by reference, seeking proposals from Contractors to provide on-call geotechnical engineering, materials testing, and inspection services as described in Exhibit B, attached hereto and incorporated herein by reference (the "Services").

B. The Contractor responded to the RFQ by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement.

   A. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

   B. Renewal Terms. After the expiration of the Initial Term, this Agreement may automatically renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

2. Scope of Work. 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. In the event Contractor is engaged to provide the Services, City and Contractor shall enter into a written Memorandum of Authorization describing (a) the scope of services to be provided by Contractor and City, (b) compensation to the Contractor for services to be provided, (c) required deliverables or products from the Contractor to the City, and (d) completion

times for said services. The compensation to be paid Contractor pursuant to any Memorandum of Authorization shall be at the rates set forth in Exhibit C, attached hereto and incorporated herein by reference. In no event shall any work in excess of that described in Exhibit B be authorized by this Agreement without City and Contractor first entering into a written modification. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

3. Compensation. The City shall pay Contractor for the Services (as described in Section 2, Scope of Work) at the rates for the Services, as set forth in the Fee Schedule, attached hereto as Exhibit C and incorporated herein by reference.

The City's Public Works Department will only review fully documented requests for price increases after an Agreement has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract renewal and will be a factor in the renewal review process. The City's Public Works Department will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract renewal.

4. Payments. The City shall pay the Contractor upon the completion of each project, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor 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.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, 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 intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 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 six-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. Sovereign immunity. In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.

J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors 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. 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. 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 provision is a material breach of the 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 and CG 20 37 07 04, or their equivalents.
   (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
Attn: Public Works
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $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 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. 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 an unimpaired 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. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. 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 with an unimpaired limit of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

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 $3,000,000 each claim and $3,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

12.3 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.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of

Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

13.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may declared in default:

A. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

B. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

C. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the City;

D. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:

1. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

2. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

3. a criminal violation of any state or federal antitrust law;

4. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

5. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

6. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.

E. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are

subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

F. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

13.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13.5 Conflict of Interest. 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, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of §§ 105.450, *et. seq*. RSMo. Contractor 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. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City

does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

14.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 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.

14.6 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.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not

subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 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 Contractor 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.

14.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

14.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:
City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063
Attn: Public Works Department

With copy to:
City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor:
Kaw Valley Engineering, Inc.
Attn: Glenn Schouten, P.E.
14700 West 114th Terrace
Lenexa, KS 66215

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster

fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

14.14 Confidentiality of Records. The Contractor 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 Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

14.15 Information Technology

A. Limited Access. If necessary for the fulfillment of the Contract, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Contract, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Contract.

B. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

C. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Contract is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

D. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

E. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor contracts entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

F. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

G. Disengagement. In the event the Contract is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

H. Survival. The obligations of the Contractor under this Section shall survive the termination of this Contract.

14.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars ($5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor 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 Contractor reciting compliance is not sufficient.

14.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or memorandum of authorization, the Fee Schedule, the RFQ and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

14.18 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.

14.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars ($75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

14.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFQ, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

14.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor'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.

14.22 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.

14.23 E-Signature and Counterparts. 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 contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

14.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of $100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this _____ day of _____, 2022 ("Effective Date").

CITY OF LEE'S SUMMIT

_____
Stephen A. Arbo, City Manager

ATTEST:

_____
Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

_____
Scott Ison,
Chief Counsel of Infrastructure and Recreation

KAW VALLEY ENGINEERING, INC.

By _____

Print Name Michael R. Osbourn, P.E.

Title Principal

Date 4/26/2022

EXHIBIT A
TO
ON-CALL AGREEMENT FOR
GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
KAW VALLEY ENGINEERING, INC.

[Contractor's Proposal]

See following pages.

EXHIBIT 2 TO ORDINANCE

KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150
Fax: 913.894.5977
Web: www.kveng.com
Address: 14700 West 114th Terrace
Lenexa, KS 66215

March 30, 2022 C22P1311

City of Lee's Summit, Public Works Department
Attention: Perry Allen, P.E., Construction Manager
220 S.E. Green Street
Lee's Summit, MO 64063

RE: REQUEST FOR QUALIFICATIONS FOR GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES
RFQ NO 2022-046

Dear Mr. Allen and Members of the Selection Committee:

Kaw Valley Engineering, Inc. (KVE) is pleased to provide the following response to the Request for Qualifications for Geotechnical Engineering, Materials Testing and Inspection Services (RFQ No. 2022-046) for the City of Lee's Summit, Missouri. KVE has the ability to offer a diverse range of engineering services including geotechnical, construction materials testing and inspection services and appreciates the opportunity to provide our credentials for consideration on this project.

KVE is proud to be celebrating our 40th anniversary of service to our clients while providing annual testing and geotechnical engineering services with municipalities throughout the Kansas City metropolitan area. Kaw Valley Engineering has vast experience with geotechnical services for a variety of municipal projects. KVE personnel possess in excess of 120 years of drilling, laboratory testing and geotechnical engineering experience. Our municipal clients have utilized KVE services for roads, bridges, water and sewer distribution, storm water and treatment facilities.

Additionally, KVE provides materials testing services for various municipalities and government entities including Parkville, Overland Park, Olathe, Prairie Village and Shawnee; the US Army Corps of Engineers and the Kansas Department of Transportation.

If you have any questions or would like to discuss this response further, I can be reached at (913) 894-5150. Kaw Valley Engineering stands ready to execute the City of Lee's Summit On-Call Agreement for Geotechnical Engineering, Materials Testing and Inspection Services.

Respectfully submitted,
Kaw Valley Engineering, Inc.

Glenn Schouten, P.E.
Project Manager

PROJECT APPROACH AND WORK PLAN

We understand the scope of services for geotechnical engineering for this RFQ will include subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.

We work with our clients to find the most suitable solution for existing project site conditions, incorporating any needs such as easy-to-read reports and recommendations in the process. Kaw Valley Engineering will remain present and available throughout construction projects even when unanticipated challenges arise. We respond with practical, commonsense solutions honed by 40 years of experience in the engineering field.

EXPERIENCE ON SIMILAR PROJECTS

Kaw Valley Engineering has provided geotechnical engineering services for the past 40 years on an impressive range of projects that include:

- Commercial, industrial and public buildings
- County and state bridges
- City and county roadways, parking lots
- Sewer, waterlines and utility installations
- Conventional and modular retaining walls
- Earthen dams, levees and embankments
- Slope stability failures
- Power production facilities
- Water storage and treatment facilities
- Cellular towers & other communication facilities
- Apartments
- Schools
- Hospitals
- Airfield pavements

CRITICAL ISSUES AND APPROACHES TO SOLUTIONS

Our staff combines decades of technical knowledge with a deep understanding of regional field geologic conditions. The Kaw Valley Engineering team includes Professional Engineers licensed in multiple states with extensive geotechnical experience.

Our philosophy is to understand the project requirements and anticipate integration into site conditions prior to initiating field and laboratory activities. The continued project involvement of our professional staff allows for the field and laboratory activities to be comprehensive for the specific site. Once field and laboratory activities are completed, our geotechnical professionals develop reports providing cost effective foundation and site development recommendations. We take pride in maintaining communication with the entire project team including designers and owners, facilitating full understanding of the recommendations we provide.

AVAILABILITY OF KEY PERSONNEL

Additional information on our key personnel can be found in the appendix section.

Key Personnel	Percent Available
Michael Osbourn, PE, Principal	10%
Axel Novion, PE, Senior Geotechnical Engineer	40%
Robert Kabus, PE, Materials Engineer	20%

GEOTECHNICAL ENGINEERING

Properly performed geotechnical engineering leads to creative, cost effective, and real-world solutions based on the site's soil, rock and groundwater conditions. Kaw Valley Engineering offers a complete range of geotechnical services, maintaining a full service laboratory for testing of subsurface materials as well as construction materials. Data generated in the soils laboratory and information collected from the field is used to develop recommendations for the foundations and site elements of projects.

Services Offered:

- **Subsurface Exploration**
- **Engineering Analyses and Report Preparation**
- **Full Service Soils and Materials Laboratory**
- **Retaining Wall Evaluation**
- **Pavement Design**
- **Foundation Design (Shallow and Deep)**
- **Slope Stability Analysis**
- **Observation and Testing of Site Preparation and Fill Placement Activities**

Our Staff

Kaw Valley Engineering has a staff of professional and technical support personnel who can be assigned to projects within 24 hours of receiving notification to proceed. These individuals are supported by our full range of engineering and laboratory resources. The team includes:

- Professional Engineers licensed in multiple states with extensive geotechnical engineering experience.
- Professional Geologist with extensive geotechnical experience.

Drilling & Field Equipment

Our geotechnical fleet is ready and available to serve your geotechnical exploration needs. We operate a fleet of five drill rigs with three all-terrain vehicles, allowing for access to any site regardless of conditions. Our rigs are capable of drilling more than 100 feet in depth. Specialized field equipment includes a pressuremeter, inclinometer instrumentation, dynamic cone penetrometer, Benkelman Beam pavement defelctometer, resistivity meters, ground penetrating radar, traditional continuous sampling capability and NQ coring. We maintain proper drilling licenses and our drill operators go through periodic safety training.

Laboratory Equipment

Our geotechnical laboratory maintains an extensive array of testing equipment. Traditional geotechnical equipment includes Atterberg and shrinkage limit devices, hydrometers, specific gravity equipment and automated particle size classification. Specialized advanced testing equipment includes compression testing frames, 16 triaxial cells with dedicated pore pressure measurement boards, eight pneumatic consolidometers and two direct shear machines.

This specialized equipment is integrated with a computer-controlled continuous data recording and reporting system. Our extensive array of equipment and computer-controlled data processing system allows us to handle large projects in a timely manner. Kaw Valley Engineering is a USACE and AASHTO R-18 qualified laboratory with an extensive knowledge of ASTM and AASHTO specifications and testing procedures.

PROJECT APPROACH AND WORK PLAN

We understand the scope of services for construction materials testing and inspection for this RFQ will include soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel or other services as needed. Building Construction Special Inspection Services as required by the current International Building Code as adopted by the Codes Administration Department. Laboratory testing that may include soil consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, sheer strengths, pavement, roofing and other testing as required.

Kaw Valley Engineering's quality assurance is peace of mind that your projects will meet your expectations now and into the future

Kaw Valley Engineering has the capability to perform a wide range of materials testing and special inspection services supporting a multitude of geotechnical, civil and vertical construction applications. Our quality assurance services help provide our clients with peace of mind that their projects conform with construction documents and meet their expectations now and into the future.

EXPERIENCE ON SIMILAR PROJECTS

Our testing and inspection personnel have extensive experience in the observation and testing of construction materials for the civil infrastructure, industrial, institutional, commercial, multi-family housing, transportation and utility construction markets. Our technicians are supported by a staff of Professional Engineers and administrative staff that review and transmit reports of our daily observations to keep all relevant parties informed on each project.

CRITICAL ISSUES AND APPROACHES TO SOLUTIONS

Kaw Valley Engineering knows our clients want skilled and knowledgeable inspectors on their projects. Be assured that our inspectors have the working knowledge and experience necessary to make your project a success. Our field staff stays current with continuing education and recertification through various agencies to provide a high level of service to our clients.

KVE believes in working as a true agent of the client. Our field staff can be considered a part of your staff and will work to protect your interests. We will partner with you to verify the materials and methods used to build your projects conform to the plans. Where possible, we will look to resolve issues before they become problems. Where problems are unavoidable, we will help to identify proactive, efficient and cost-effective options for your consideration.

AVAILABILITY OF KEY PERSONNEL

Additional information on our key personnel can be found in the appendix section.

Key Personnel	Percent Available
Glenn Schouten, PE, Senior Materials Engineer	20%
Johnson Lee, PE, Materials Engineer	40%
Steven J. LaRue, Field Services	20%

Kaw Valley Engineering personnel have extensive experience in observation and testing construction materials for the civil infrastructure, industrial, institutional, retail / commercial, multi-family housing, transportation, and utility construction markets. They are supported by a staff of professional engineers and administrative staff that review and transmit reports of our daily observations.

Services Provided

Field Services

Our centrally dispatched staff of Engineering Technicians maintains certifications from KDOT, MoDOT, ICC, NICET, and ACI. Our services can typically be provided anytime day or night with 24 hours notice.

- Excavation and Fill Placement Observation and Testing
- Subgrade Preparation Observation
- Sanitary Sewer Installation Inspections
- Observation of Foundation Construction
  - Footing Construction
  - Deep Foundations – Piers, Piles, Shoring
  - Ground Improvement Systems
- Mechanically Stabilized Earth Retaining Wall Observation
- Reinforced Concrete Testing
  - Reinforcing Placement Observation
  - Concrete Placement Observation
  - Fresh Concrete Properties Testing
  - Concrete Coring
- Structural Steel Inspections
  - Bolting
  - Welding
  - Steel Frame Verification
- Precast Concrete Inspection and Testing
  - Fabrication Plant Inspections
  - Erection Connection Observation and Testing
- Structural Masonry Testing and Inspection
- Spray-Applied Fireproofing Testing and Inspection
- Asphalt Placement Observation and Testing

Laboratory Services

Kaw Valley Engineering maintains and operates fully equipped soils and materials laboratories capable of performing a wide range of tests to support geotechnical and construction needs. Our AASHTO accredited laboratories operate under the oversight of our professional engineering staff.

- Bulk Soils Testing
  - Atterberg Limits
  - Standard and Modified Proctor Testing
  - Grain Size Analysis – Sieve and Hydrometer
- Testing of Undisturbed Soil Samples
  - Unconfined Compressive Strength
  - Consolidation
  - Triaxial Shear
  - Direct Shear
- Asphalt Testing
  - Marshall Density, Stability and Flow
  - Gyratory Compaction
  - Maximum Theoretical Specific Gravity
  - Binder Content by Ignition
  - Marshall and Superpave Mix Design
- Concrete, Mortar and Grout testing
  - Compressive Strength
  - Flexural strength

ON-CALL INSPECTION AND MATERIALS TESTING SERVICES

Overland Park, Kansas

Date:
1998 - Present

Reference:
Tony Hofmann
8500 Santa Fe Drive
Overland Park, KS
66212
913.895.6040

On-call construction inspection and laboratory/construction materials testing of concrete, asphalt and soils (project size range $2-$15 Million). Recent projects include:

- 159th Street - Antioch Road to Switzer Road
- Annual Residential Streets Project
- College Boulevard - Pflumm Rd to 69 Highway and Antioch Rd to Metcalf Ave
- Metcalf Avenue Widening - 98th to 103rd
- 69 Highway – 75th Street to 95th Street
- Switzer Road – 143rd Street to 151st Street

SYKES/LADY OVERLAND PARK GOLF COURSE

Overland Park, Kansas

Date:
2019

Reference:
Jennifer Goeke
Peckham Guyton
Albers & Viets, Inc.
913.362.6500

Kaw Valley Engineering provided survey, geotechnical, civil design, and materials testing services for the makeover of the City of Overland Park's Sykes/Lady Golf Course Clubhouse and parking lot. Additionally, testing and special inspections were provided during the construction phase. The existing clubhouse dated back to the 1970's and was replaced by a new, 23,000 square foot development.

Because the facility remained operational during construction, phasing for this project was crucial. Kaw Valley Engineering assisted the project team with innovative approaches to minimize disruptions due to construction activities during peak golf season.

PRAIRIE VILLAGE PUBLIC WORKS FACILITY

Prairie Village, Kansas

Date:
2021

Reference:
Rick Wise
Clark Enersen Partners
816.474.8237

Kaw Valley Engineering provided civil engineering, survey and geotechnical services for the new Prairie Village Public Works Facility in Prairie Village, Kansas. Specific services include a boundary and topographic survey, and environmental services.

This new public works facility replaced the existing building and is located near the Somerset and Mission intersection. The facility merges the vehicle shop, maintenance crews and administrative functions into one area. The building stores salt for roads, snow plows, road materials and a gas station for facility trucks.

The Prairie Village Public Works Facility was registered Platinum LEED Certification, including sustainable features like indoor water-use reduction, native landscaping, solar panels and other low emission solutions.

Additional references that we encourage you to contact include:

Alysen Abel
Public Works Director
City of Parkville
8880 Clark Avenue
Parkville, MO 64152
816.741.7676
aabel@parkvillemo.gov

Dennis Dovel
Director of Parks & Recreation
City of Blue Springs
903 W. Main St.
Blue Springs, MO 64015
816.228.0265
ddovel@bluespringsgov.com

Nate Baldwin
City Engineer
City of Olathe
1385 South Robinson
Olathe, KS 66061
913.971.9102
nbaldwin@olatheks.org

Loren Snyder
City Engineer
City of Shawnee
11110 Johnson Drive
Shawnee, KS 66203
913742.6229
lsnyder@cityofshawnee.org

Lorraine Basalo
City Engineer
City of Overland Park
8500 Santa Fe Drive
Overland Park, KS 66212
913.895.6023
lorraine.basalo@opkansas.org

Keith Bredehoeft
Director of Public Works
City of Prairie Village
3535 Somerset Drive
Prairie Village, KS 66208
913.385.4642
kbredehoeft@pvkansas.com

"Kaw Valley Engineering measures success by how successful the project is for our clients and the level of satisfaction they have with our services." - Leon Osbourn, KVE President

GLENN SCHOUTEN, PE

Materials Engineer

Years Experience:
Total: 29 | With Current Firm: 8

Education:
Bachelor of Science, Civil Engineering, Iowa State University, 1994

Professional Registration:
Registered Professional Engineer: Kansas (2004, #17962); Missouri (2005, #2005029627)

Professional Memberships & Affiliations:
American Public Works Association; American Society of Civil Engineers; American Council of Engineering Companies (ELP Graduate)

Professional Record:
Glenn has wide-ranging experience in the engineering and construction industry. He has spent significant time involved with all phases of pavement life cycles from initial design to construction and preservation. Glenn has extensive experience in identification of pavement distresses and root causes and development of repair/rehabilitation plans that can be used to extend the service life of the pavements. He has proven experience in preparation of scope of work and cost proposals; review of field data and reports prepared by junior staff; management of project budgets and subcontractors; and preparation of technical reports.

Relevant Experience:

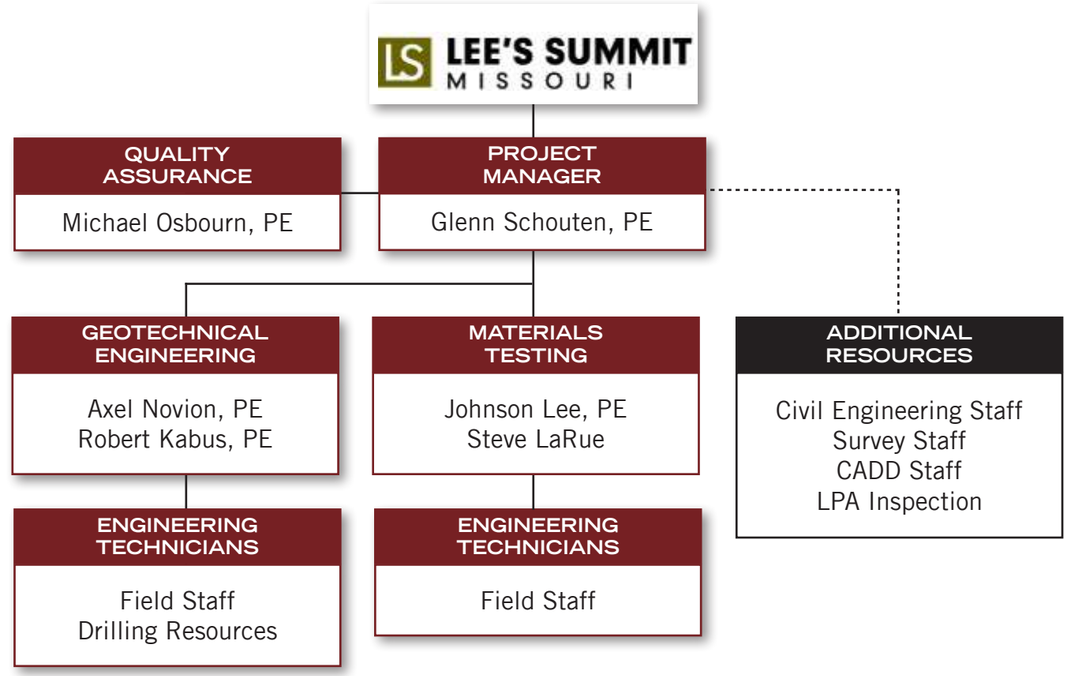
Blue Springs City Hall, Blue Springs, Missouri
Project Manager and Supervisor for the Blue Springs City Hall Addition in Blue Springs, Missouri. Services included materials testing and construction inspection for the renovation and connection of two buildings of Blue Springs City Hall. The 76,000 square foot renovation and addition also included designed to make the building ADA compliant and more customer friendly.

Olathe Fire Academy, Olathe, Kansas
Project Manager for the Olathe Fire Academy in Olathe, Kansas. Kaw Valley Engineering provided on-call materials testing and construction inspection services throughout construction of the $4 million capital improvement project, which included site and building design, building construction and a four-story burn tower.

Olathe Fire Station #8, Olathe, Kansas
Project Manager for on-call materials testing and construction inspection for the Olathe Fire Station #8 in southwest Olathe, Kansas. Build to meet increasing service demands and reduce emergency response times in this area of Olathe, the facility is a two-story, 10,600 square foot building including a small public area, three apparatus bays, administrative offices, break room, locker room, bunk rooms and an exercise area.

Training Safety Center and Pole Training Facility, Kansas City Power and Light Southeast Campus, Kansas City, Missouri
Project Manager for special inspections and materials testing for two buildings at the Kansas City Power and Light Southeast Campus in Kansas City, Missouri. Additional services included civil engineering and surveying for the Pole Training Facility, which provides indoor training for linemen, and Training Safety Center, which trains Kansas City Power and Light employees, transmision apprentices, generation apprentices and members of the International Brotherhood of Electrical Workers.

As our company President Leon Osbourn says, “Kaw Valley Engineering measures success by how successful the project is for our clients and the level of satisfaction they have with our services.” This is why we selected the experienced team shown below in the organizational chart. This team brings together a wide variety of skills and experience to serve your materials testing and inspection needs. Where unusual situations arise, we possess numerous additional resources to provide additional consulting expertise to the City of Lee’s Summit. Throughout the following pages are resumes for key staff highlighting their relevant experience.



AXEL NOVION, PE

Geotechnical Engineer

Years Experience:
Total: 28 | With Current Firm: 8

Education:
Bachelor of Science, Civil Engineering, University of Texas, 1994
Master of Science, Civil/Geotechnical Engineering, University of Texas, 1997

Professional Registration:
Professional Engineer: Kansas (1999, #15390); Missouri (2005, #2005010808); Oklahoma (#25643); Nebraska (2012, #E-14343); Iowa (#P21282); Wyoming (#PE 12697); Washington (2018, #57138); Texas (2012, #110865)

Professional Record:
Axel has more than 25 years of professional experience, which includes extensive experience in both geotechnical and geo-environmental engineering. He has provided geotechnical services for various projects throughout Kansas, Missouri, Texas and Oklahoma.

Axel provides direction and recommendations for geotechnical aspects of various projects. General project types include Phase I and Phase II Environmental Site Assessments and geotechnical engineering reports for residential subdivisions, multi-family housing additions, commercial development, and institutional facilities.

Relevant Experience:

On-Call Materials Testing and Geotechnical Services Contract, Olathe, Kansas
Geotechnical Engineer for geotechnical engineering, drilling and laboratory testing services in addition to materials testing of concrete, asphalt and soil for municipal buildings, roads and utilities provided to the City of Olathe, Kansas. Kaw Valley Engineering has provided these services to the City of Olathe since 1998.

Buck O'Neil Bridge, Kansas City, Missouri
Geotechnical Engineer for geotechnical engineering services provided to the Buck O'Neil Bridge replacement in Kansas City, Missouri. The Buck O'Neil Bridge is a triple arch bridge over the Missouri River, connecting downtown Kansas City with communities north of the river. Geotechnical services included collecting ground samples at various areas near the bridge.

ROBERT KABUS, PE

Geotechnical Engineer

Years Experience:
Total: 15 | With Current Firm: 15

Education:
Bachelor of Science, Civil Engineering, University of Kansas, 2007

Professional Registration:
Professional Engineer: Kansas (2012, #22387); Missouri (2022, #2022002353)
KDOT Certified Construction Inspector #3519 (BI, API, CPI, STR, ACI/CF, NUC, QC/QA Asphalt, QC/QA Concrete, SOF, Statistics)
KDOT Concrete Pavement Inspection #3519 (AGF)
MoDOT Technician Certification (CF)
American Concrete Institute: #3519 (Concrete Field Testing Technician - Grade I)

Professional Record:
Since joining Kaw Valley Engineering in 2007, Robert has provided construction inspection and materials testing of soils, aggregates, concrete, structural steel and asphalt. Projects include commercial and residential development, educational facilities, and highway and street projects. In 2022, Robert transferred to our Geotechnical Engineering department.

Relevant Experience:

Children's Mercy Tower, Kansas City, Missouri
Materials Engineer responsible for special inspection and testing of construction elements inclusive of structural concrete, structural steel and soil feel. The inspection and testing were performed for verification of compliance with plans and specifications in accordance with IVC international building code.

159th Street Improvements, Nall to Mission, Overland Park, Kansas
Materials Engineer who provided field and lab testing services, construction materials testing and project inspection for the 159th Street improvements from Nall to Mission Road in the city of Overland Park, Kansas. This project was unique as it was one of the first concrete paving jobs of the city. A major material analysis was performed.

159th Street Improvements, Metcalf to Nall, Overland Park, Kansas
Materials Engineer in charge of quality control of roadway improvements. The project was under the joint jurisdiction of the Kansas Department of Transportation and the City of Overland Park. Scope includes pavement widening, residential resodding, roundabout construction and integrated sidewalk retaining walls.

159th Street Improvements, Metcalf to Nall, Overland Park KS
Material Engineer in charge of quality control of roadway improvements. The project was under the joint jurisdiction of the Kansas Department of Transportation and the City of Overland Park. Scope includes pavement widening, residential resodding, roundabout construction and integrated sidewalk retaining walls.

US-69 and 159th Street Interchange, Overland Park, Kansas
Materials Engineer responsible for construction materials testing of new highway interchange. The project was under the joint jurisdiction of the Kansas Department of Transportation and the City of Overland Park scope included new bridges, ramps, MSE retaining walls and mainline pavement widening.

STEVEN J. LARUE
Field Services

Years Experience:
Total: 34 | With Current Firm: 26

Professional Registration:
KDHE Water Well License (2021, #638)
Department of Natural Resources Missouri Well Installation Permit (#003174-M)

Professional Record:
Mr. LaRue has over twenty years of Professional Experience, with extensive experience in construction materials testing and geotechnical drilling. Mr. LaRue has inspected both end bearing and wall friction drilled shafts, which have ranged in diameter and length from 30 to 96 inches and 10 to 80 feet, respectively. Projects for which Mr. LaRue has inspected drilled shafts: various Monopole Structures (30 foot depth), Bartle Hall Expansion (80 foot depth) and dozens of other projects.

The drilling experience includes shallow and deep subsurface explorations utilizing augering and rotary wash techniques, various sampling tools, and NQ/NX coring equipment. He has also performed monitoring well installation and environmental sampling.

Relevant Experience:

KU Edwards Regnier Hall in Overland Park, Kansas
Provided geotechnical field service for the subsurface exploration. This building is a 4-story structure which is founded upon a combination of drilled, piers and shallow foundations bearing upon a limestone.

Johnson County Community College Business & Technology Center in Overland Park, Kansas
Provided geotechnical field services for subsurface exploration. This building is a 4-story structure with underground parking facility. The building is founded upon a system of drilled piers bearing upon a limestone.

Water One Transmission Lines, Johnson County, Kansas
Provided geotechnical field services for subsurface exploration.

JOHNSON LEE, PE
Materials Engineer

Years Experience:
Total: 24 | With Current Firm: 22

Education:
Master of Science, Civil Engineering, University of Kansas, 1998
Bachelor of Science, Civil Engineering, University of Kansas, 1996

Professional Registration:
Professional Engineer: Kansas (2004, #18159); Missouri (2011, #2011027854)
KDOT Certified Construction Inspector: #1846 (AGF, AGL, SF, SOF, ACI/CF, NUC)
MoDOT Technician Certification (AT, CS, PI, TSR, BT)
American Concrete Institute: #1846 (Concrete Field Testing Technician - Grade I, 2019)

Professional Record:
Johnson has over 20 years of engineering experience, showcasing adept knowledge in field and laboratory construction materials testing, construction inspection, and geotechnical drilling operations. His duties include concrete, soils, asphalt testing and special inspection services in accordance with IBC and BOCA requirements.

Relevant Experience:

On-Call Materials Testing and Geotechnical Services Contract, Olathe, Kansas
Engineering Technician responsible for on-call materials testing for various projects for aggregate, soils, asphalt and concrete. Kaw Valley Engineering has provided these services to the City of Olathe since 1998.

On-Call Construction Inspection, Materials Testing and Geotechnical Services Contract, Overland Park, Kansas
Materials Engineer responsible for providing on-call construction inspection and materials testing on various projects for aggregate, soils, asphalt and concrete. Kaw Valley Engineering has provided these services to the City of Overland Park since 2007.

On-Call Construction Materials Testing, Raymore, Missouri
Materials Engineer for construction materials testing providied to the City of Raymore.

Metcalf Ave. 159th St. to 167th, Overland Park, Kansas
Materials Engineer for survey and geotechnical services for Metcalf Avenue between 159th Street and 167th Street. The project widened and reconstructed the two-lane section into a four-lane roadway while adding an enclosed drain, gutter and curb, sidewalk, a trail and street lighting. Additionally, a new roundabout was developed. The
services include a complete topographic/mapping survey and property basemap development. The project also includes staking center line/ section line of Metcalf Avenue and 167th Street at 100-foot intervals, including P.I.s and Paint Stationing.

159th St. - Nall to Mission, Overland Park, Kansas
Project Manager for field and lab testing services, construction materials testing and project inspection for the 159th Street improvements from Nall to Mission Road in the city of Overland Park, Kansas. This project was unique as it was one of the first concrete paving jobs of the city. A major material analysis was performed.

MICHAEL OSBOURN, PE

Quality Assurance

Years Experience:
Total: 37 | With Current Firm: 28

Education:
Bachelor of Science, Civil Engineering, Kansas State University, 1985

Professional Registration:
Registered Professional Engineer: Alabama (2011, #32342-E), Georgia (2011, #PE 036493); Kansas (1990, #11676); Missouri (1992, #025456); North Carolina (2013, #040064); Oklahoma (2001, #20201); South Carolina (2011, # 29368); Tennessee (2006, #00110928); Texas (2008, #101468)

Professional Memberships & Affiliations:
American Public Works Association, American Society of Civil Engineers, Kansas City Engineer's Club

Continuing Education:
Advanced Project Management (Zweig White), DPIC Contract Review and Revision, DPIC Mediation in the Construction Industry, KCE Project Management Seminar, KVE Annual Survey Seminar, KVE ADA Training Course, Fair Housing & Accessibility

Professional Record:
Michael has over 35 years of professional experience in both civil and geotechnical engineering. He has provided civil design and geotechnical expertise for various projects throughout the Midwest, including the Kansas City metropolitan area. His uniquely diverse experience can provide you insight into site design elements in conjunction with geotechnical aspects of your project. Michael is serving as principal for both civil design and geotechnical projects at Kaw Valley Engineering. General project types include heavy roadway, infrastructure, multi-family housing complexes, commercial development and institutional facilities.

Relevant Experience:

USPS Atchison Station Site Improvements & Structural Review - Atchison, Kansas
Project Manager responsible for site improvements and structural review elements for this 28,000 square foot historic post office, including sidewalk replacement and ADA compliance issues. These services were provided under the USPS IQC Mid-America District contract 072976-09-J-0340. Total Project Cost = $775,000

USPS Processing & Distribution Center - Kansas City, Missouri
Project Manager responsible for the evaluation of all paved areas of this 307,000 square foot Processing & Distribution Center. Provided multiple options and associated cost estimates for improvements. Total Project Cost = $740,000

Kansas City Bulk Mail Center Truck Parking Improvements - Kansas City, Missouri
Managed and designed improvements to deteriorated truck maneuvering and parking area. Improvements included asphalt milling and overlay or applying a seal coat, replacing trailer parking pads, and extending loading dock concrete aprons to eliminate wheel divots and traction loss. Construction operations were phased in order to minimize disruption of mail operations. Total Project Cost = $1.21 million

Pottawatomie County Justice Center, Westmoreland, Kansas
Lead Geotechnical Engineer responsible for geotechnical engineering services during the design process. Kaw Valley Engineering's services were then retained during construction of the facility for materials testing, construction inspection and special inspections of concrete wall members and structural steel welding, in which Michael also managed.

CERTIFIED FIELD STAFF

Kaw Valley Engineering is capable of providing KDOT certified technicians and inspectors with MoDOT reciprocity to perform inspection or testing on projects under the following specifications:

- Basic Inspection
- Asphalt Pavement
- Concrete Pavement
- Structures
- Pile Driving
- Drilled Shaft
- Aggregate
- Concrete
- Superpave
- Soils
- Nuclear Density

EXHIBIT B
TO
ON-CALL AGREEMENT FOR
GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
KAW VALLEY ENGINEERING, INC.

SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall provide the following services to the City on an as-needed basis:

- Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.

- Construction materials testing that may include soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel, or other services as needed.

- Building Construction Special Inspection Services as required by the current International Building Code, as adopted by the Codes Administration Department.

- Laboratory testing that may include soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, sheer strengths, pavement, roofing, and other testing as required.

- Provide necessary support equipment to carry out required procedures.

EXHIBIT C
TO
ON-CALL AGREEMENT FOR
GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
KAW VALLEY ENGINEERING, INC.

[Fee Schedule]

See following page(s).

EXHIBIT 2 TO ORDINANCE

KAW VALLEY ENGINEERING, INC.

Construction Materials Testing
2022 Schedule of Fees
(Kansas City Metro Area)

WORK ITEM	UNIT	UNIT PRICE
CONCRETE TESTING AND OBSERVATION		
Cylinder Casting, Slump, Air Content, Temperature	Hour	$70.00
Compressive Strength 6x12 Cylinders	Each	$17.00
Compressive Strength 2x4, 3x6, 4x8, and 2x2 Samples	Each	$15.00
Unit Weight of Samples	Each	$15.00
SOIL TESTING AND OBSERVATION		
Pier Drilling Observation	Hour	$80.00
In-situ Density, Utilizing Nuclear or Sand Cone Method	Hour	$75.00
Moisture Density Relationship (ASTM D 698)	Each	$180.00
Stabilized Moisture Density Relation (Fly Ash, Lime or Cement)	Each	$250.00
Stabilized Moisture Density Relationship with Strength Curve	Each	$350.00
Atterberg Limits	Each	$80.00
Natural Moisture Content (Sample returned to lab)	Each	$15.00
ASPHALT TESTING AND OBSERVATION		
In-place Density, Utilizing Nuclear Densometer	Hour	$75.00
Marshall Properties, Including Stability and Flow w/Rice Density	3 Pills	$275.00
Gyratory Compaction (ASTM D 6925) w/Rice Density	Each	$275.00
Asphalt Extraction and Gradation	Each	$225.00
Washed Aggregate Gradation	Each	$140.00
Coring (Bit charge)	Inch	$10.00
STRUCTURAL STEEL TESTING AND OBSERVATION		
Bolting/Welding Technician	Hour	$105.00
NDT Equipment and Consumables	Day	$100.00
MASONRY TESTING AND OBSERVATION		
Observation of Masonry Construction	Hour	$78.00
Grout / Mortar Samples	Each	$20.00
TRAVEL AND SUPERVISION		
Vehicle	Mile	$0.60
Supervisor of Construction Materials	Hour	$105.00
Materials Engineer	Hour	$160.00

Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates. Standby Time will be invoiced at the basic hourly rate corresponding to the requested service.

EXHIBIT 2 TO ORDINANCE

KAW VALLEY ENGINEERING, INC.

Geotechnical Lab Testing
2022 Schedule of Fees
(Kansas City Metro Area)

	WORK ITEM	UNIT	UNIT PRICE
SOIL TESTING			
	Natural Moisture Content (sample returned to lab) (ASTM D2216)	Each	$10.00
	Sample Unit Weight	Each	$10.00
	Atterberg Limits	Each	$80.00
	Grain Size (Sieve and Hydrometer) Analysis	Each	$175.00
	Specific Gravity, -#4 (ASTM D 854)	Each	$100.00
	Organic Content by Ignition Furnace (ASTM D2974)	Each	$110.00
	California Bearing Ratio (not including Proctor curve)	Each	$200.00
	Moisture Density Relationship (ASTM D 698)	Each	$180.00
	Moisture Density Relationship (ASTM D 1557)	Each	$225.00
	Unconfined Compression - Soil	Each	$60.00
	Unconfined Compression - Rock	Each	$75.00
	Consolidation Test (0.25 tsf to 16 tsf) with rebound curve	Each	$600.00
	Oedometer shrink/swell test with expansion pressure	Each	$200.00
	Triaxial Compression, UU, (ASTM D 2850), (per point)	Each	$150.00
	Triaxial Compression, UU, Backpressure Saturated, (per point)	Each	$200.00
	Triaxial Compression, CU, with pore pressure measurement, (per point)	Each	$225.00
	Soil Resistivity (Lab)	Each	$250.00
	Direct Shear (Set of 3 samples) (ASTM D 3080)	Each	$450.00
	Relative Density (ASTM D 4253/4254)	Each	$200.00
	Flexible wall permeability test	Each	$350.00
	Corrosivity Test	Each	$275.00
	Shrinkage Limit	Each	$300.00

Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates.

EXHIBIT 2 TO ORDINANCE

KAW VALLEY ENGINEERING, INC.

Asphalt & Aggregate Testing
2022 Schedule of Fees
(Kansas City Metro Area)

	WORK ITEM	UNIT	UNIT PRICE
ASPHALT MIXTURE AND AGGREGATE TESTING			
	Sieve Analysis (Washed) (ASTM C-136 and C 117)	Each	$140.00
	Aggregate Specific Gravity, -#4 (ASTM C 128)	Each	$150.00
	Aggregate Specific Gravity, +#4 (ASTM C 127)	Each	$100.00
	Clay Lumps & Friable (ASTM C 142)	Each	$55.00
	Crushed Particles (KT-31)	Each	$70.00
	Soundness, small (ASTM C 88)	Each	$300.00
	Soundness, large (ASTM C 88)	Each	$300.00
	LA Wear, small (ASTM C 131)	Each	$275.00
	LA Wear, large (ASTM C 131)	Each	$300.00
	Lightweight Particles in Aggregate (SpG < 2.0) (ASTM C 123)	Each	$150.00
	Lightweight Particles in Aggregate (Chert) (ASTM C 123)	Each	$150.00
	Organic Impurities (ASTM C 40)	Each	$75.00
	Sand Equivalent (ASTM D 2419)	Each	$145.00
	Maximum Specific Gravity (ASTM D 2041)	Each	$75.00
	Bulk Specific Gravity of Cores/Plugs (ASTM D2726)	Each	$20.00
	Gyratory Compaction (ASTM D 6925, AASHTO T 312) w/Rice	Each	$275.00
	Marshall Properties, Incl. Stability and Flow (ASTM 6926, 6927)	3 Pills	$275.00
	Asphalt Extraction and Gradation (ASTM D 6307)	Each	$225.00
	Washed Aggregate Gradation (Belt Sample)	Each	$75.00
	Freeze-Thaw Testing (KT-MR-21/ASTM D 5312)	Each	$650.00
	Sample Prep for Freeze-Thaw Testing (ASTM 5312)	Hour	$60.00
	Fine Aggregate Angularity (ASTM C 1252)	Each	$120.00
	Superpave Asphalt Mix Design	Each	$8,000.00
	Marshall Asphalt Mix Design	Each	$6,000.00

Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates.