

**ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES (RFQ NO. 2025-023-1)
BETWEEN
THE CITY OF LEE’S SUMMIT
AND
AFFINIS CORP.**

THIS ON-CALL AGREEMENT FOR PROFESSIONAL LAND SURVEYING 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 Affinis Corp., a Kansas for profit company (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 #2025-023 “Request for qualifications for on-call professional land surveying 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 land surveying 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 be 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 St
Lee's Summit, Missouri 64063
Attn: Public Works Department

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

If to Contractor: Affinis Corp.
8900 Indian Creek Parkway, Suite 450
Overland Park, KS 66210

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, 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 PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ____ day of _____, 2024 (“Effective Date”).

CITY OF LEE’S SUMMIT

AFFINIS CORP.

Stephen A. Arbo, City Manager

By 
Print Name Robert L. Ubben

ATTEST:

Title Vice President

Trisha Fowler Arcuri, City Clerk

Date November 12, 2024

APPROVED AS TO FORM:

Scott Ison,
Chief Counsel of Infrastructure and Recreation

EXHIBIT A
TO
ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
AFFINIS CORP.

[Contractor's Proposal]

See following pages.



October 16, 2024

Tyler Sonne, Lead Engineering Technician
Public Works Department
City of Lee's Summit
220 S.E. Green Street
Lee's Summit, Missouri 64063

RE: Request for Qualifications for On-Call Land Surveying Services RFQ No. 2025-023

Dear Tyler,

Affinis's goal is to build long-lasting relationships with our clients. We accomplish this by being responsive, exceeding expectations, and holding ourselves accountable to our commitments. Having worked with you for the past 5 years, we look forward to continuing our relationship. We have successfully completed 20 on-call survey task orders for you; we are ready to continue to deliver quality survey services that meet your needs and exceed your expectations!

This contract allows the City of Lee's Summit to mobilize a consultant quickly to move City projects forward. Specifically, you are looking for a land survey services expert to perform various tasks in support of design projects, property boundary surveys, construction staking, legal descriptions and exhibits, and other miscellaneous services. Affinis offers our expertise with an established, consistent team of professional land surveyors and experienced field crews. Our team is well-versed in the state, county, and local statutes and standards that apply to projects in Lee's Summit. This, combined with our understanding of municipal projects, makes us the right team to provide your land surveying services.

Most of Affinis's projects have some component of survey, whether it's a full topographic survey, construction staking, property boundary surveys, or legal descriptions. Survey is the foundation of design, and a reliable, accurate survey is essential to a successful project. Quality surveys lead to quality design documents, which leads to successful and on-time project completion.

Our team has a reputation for being thorough and providing accurate deliverables. All of our survey services are overseen by a licensed professional land surveyor. Our quality assurance program is led by a licensed surveyor who is not directly involved with the project but has the knowledge and expertise to review the deliverables accurately. This independent review assures the documents are accurate and meet your expectations, saving you time.

Our team will act as an extension of your staff. We are ready to exceed your expectations and continue to build a long-lasting relationship with the City of Lee's Summit.

For the Team,

A handwritten signature in blue ink, appearing to read "Robert Ubben".

Robert Ubben, PLS
Principal, Survey Services
rubben@affinis.us
913-239-1104

A handwritten signature in blue ink, appearing to read "Aubrey Meyer".

Aubrey Meyer, PLS
Project Manager, Lee's Summit Resident
ameyer@affinis.us
913-239-9925

Experience & Availability of Key Personnel

The Affinis team is passionate about surveying; it's what drives us. Our team is experienced, highly-skilled, and ready to apply their extensive knowledge to your On-Call Surveying contract once again. We are dedicated to moving the City of Lee's Summit forward by providing you with comprehensive survey information, consistent communication, and quality deliverables.



ROBERT UB BEN, PLS
Survey Manager

Robert's responsibilities for this contract will be to serve as project manager, manage the team, and provide you with quality deliverables.



AUBREY MEYER, PLS
Lead Surveyor

Aubrey's responsibilities for this contract will be to manage data reduction, plats, easements and other work done at the Affinis office, and provide you with quality deliverables.



BRANDON GANN, LSIT
GIS Specialist & CADD Technician

Brandon's responsibilities will include CADD tasks, data reduction, GIS support, and will serve as an as-needed field crew member.



BILL BISHOP, LSIT
Survey Party Chief

Bill's responsibilities will include managing the field crews, data collection, day-to-day crew operations, and data reduction.



JONATHAN BELCHER
Field Crew Member

Jonathan's responsibilities will include data collection and data reduction.



NICK UB BEN
Field Crew Member

Nick's responsibilities will include data collection and data reduction.



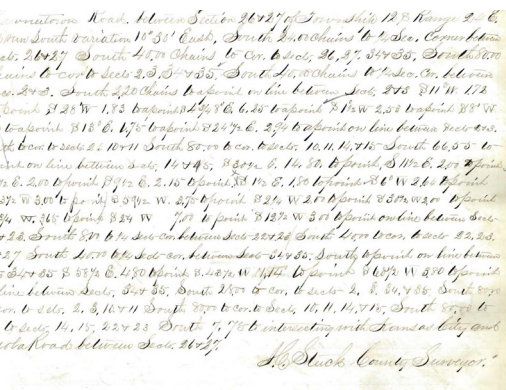
AUSTIN BLACKWELL
Field Crew Member

Austin's responsibilities will include data collection and data reduction.

AVAILABILITY



	Horizontal/Vertical Control	Topographic Survey	Cross Sections/Profiles/Contours	Field Locates	Property Boundary Surveys	Construction Staking	Legal Descriptions	As-Built Surveys/Drawings	Available
<i>Robert Ubben, PLS Survey Manager</i>	●	●	●	●	●	●	●	●	25%
<i>Aubrey Meyer, PLS Lead Surveyor</i>	●	●	●	●	●	●	●	●	25%
<i>Brandon Gann, LSIT GIS Specialist & CADD Tech.</i>	●	●	●	●	●	●	●	●	35%
<i>Bill Bishop, LSIT Survey Party Chief</i>	●	●	●	●	●	●		●	25%
<i>Jonathan Belcher Field Crew Member</i>	●	●	●	●				●	35%
<i>Nick Ubben Field Crew Member</i>	●	●	●	●				●	40%
<i>Austin Blackwell Field Crew Member</i>	●	●	●	●	●	●		●	35%



LEE'S SUMMIT ON-CALL SURVEYING

City of Lee's Summit, Missouri

Affinis partnered with Lee's Summit on a 5-year contract with a yearly renewal. In our work together, we provided topographic surveys for your in-house design projects. We also performed property boundary survey services to determine right-of-way and easement limits, and created legal descriptions and exhibits for easement and right-of-way conveyances. As part of this contract, we have had the opportunity to support Public Works, Lee's Summit Parks & Recreation, and Lee's Summit Water Utilities projects, as needs arise.

OVERLAND PARK ON-CALL SURVEYING

City of Overland Park, Kansas

Since 2012, Overland Park has selected Affinis as their professional land surveyor to support and assist their staff with in-house design projects and other land surveying tasks as needed. Our responsibilities include topographic surveys, right-of-way and property research, plat and property plan review, and the writing and review of property descriptions for purpose of land acquisition by the City. With this contract, we have worked with the City's Parks & Recreation, Public Works, and Planning and Zoning departments.

EDGERTON LAKE DAM SURVEY

City of Edgerton, Kansas

In 2023, Affinis was selected for the Edgerton Lake & Dam Exploration project. This project studied recommendations to improve Edgerton Lake Dam and the surrounding park area. Our surveyors collected Johnson County GIS data, performed a topographic survey of the dam, land bridge, and park outside of railroad right-of-way, and completed a bathymetric survey of the lake bottom. The topographic survey included dam and spillway elevations, culverts and utilities. This information was used to recommend design improvement alternatives to the City.

FY23 WATER MAIN REHABILITATION SURVEY

City of Lee's Summit, Missouri

As part of our on-call survey contract with the City of Lee's Summit, we were assigned a task order to collect survey information to support the City's Water Main Rehabilitation project at St. Luke's East Hospital, John Knox Village, Cedar Creek Mall and Summit Woods Shopping Mall. We collected data on the existing ground and top of the operating nut for all valves on the water mains that were being replaced and indicated if the valve had an extension stem. We also established properties and easements and located all buildings and structures within the survey limits.

Project Approach & Work Plan

As your On-Call Land Surveyor, our job is to take things off your plate, and make your life easier. We do this by learning your needs, communicating frequently, and applying our years of experience to each task order. When performing survey services, there are protocols and tools we use to ensure accuracy and deliver a quality product. The first step is to define a complete scope of services, including a schedule. From there, we get busy performing the work. The following are examples of our typical work plans:

TOPOGRAPHIC SURVEYS

- Use North American Vertical Datum 1988 to establish vertical control.
- Use Missouri State Plane Coordinate system to establish horizontal control.
- Request field locates of utilities via Missouri 811 system and request mapping from individual utilities.
- Prepare section corner ties and file with Missouri Land Survey Program, as needed.
- Gather property information.
- Perform detailed field survey.
- Prepare base map using the current version of Civil 3D.
- Perform field check base map for completeness.
- Submit electronic drawing files, field notes, and data files.



CONSTRUCTION STAKING

- Verify design fits up compared to existing conditions in the field.
- Stake easements, centerlines, structures, and grades as directed by client or contractor.
- Provide as-built measurements as needed.



MISCELLANEOUS SERVICES

- Platting and plat reviews
- ALTA surveys
- Bathymetric surveys
- As-built documentation
- Re-establishing property monumentation
- Pre- and post-construction aerial video services

BOUNDARY/PROPERTY SURVEYS

- Use Missouri State Plane Coordinate system to establish horizontal control.
- Gather property and/or plat information, including title information when required.
- Relate measured data to record data.
- Find or set missing boundary monuments.
- Prepare plat of survey and related documentation.
- Perform quality assurance review for completeness.
- Submit signed/sealed documents for record or filing.



LEGAL DESCRIPTIONS AND TRACT MAPS

- Prepare legal description.
- Prepare tract map with color shading identifying types of easements or right-of-way.
- Prepare legal document/form if required.
- Quality assurance review for accuracy.
- Submit signed/sealed documents for acquisition.



DELIVERABLES

We will provide the drawing files compatible with the City's current version of AutoCAD Civil3D and all other electronic files in a format compatible with your software. Using Missouri State Plane coordinate system, we establish project control and prepare documentation for reference ties, benchmarks, and section corners. Our field notes include point files, storm and sanitary sewer structure worksheets, and utility mapping. PDF and electronic files of all our project information will be provided to you.

TOOLS AND EQUIPMENT

With today's technology, our surveying equipment is an integral part of our team. Our robotic total stations allow our survey crew members to work independent of one another on the same job site, giving us the flexibility to accomplish more work in less time. Our global positioning system (GPS) units and the accompanying field tablets give us access to real-time satellite data and a Virtual Reference Station GPS network, letting us cover large project areas and establish ground control more efficiently. We also have the ability to communicate between the field and the office via a cloud-based server; data can be seen in real time in the office and transferred back and forth at the push of a button. All of this lets us be more efficient in our daily operations, saving time and money.

AFFINIS EQUIPMENT & TECHNOLOGY

- Four Sokkia robotic total stations
- Sokkia GRX1 GPS unit
- TopCon Hiper HR, SR and GPS units
- Sokkia digital level
- Cloud software for transfer between survey crew and office staff
- BlueBeam
- sUAS - Small Unmanned Aircraft Systems with high definition cameras
- Seafloor Hydrolite Single Beam Sonar
- sUSV - Seafloor HyDrone remote control catamaran
- Five TopCon tablet data collectors
- Three fully-equipped survey trucks
- Two-man flat bottom boat
- Safety vests
- Traffic control signs
- Traffic control channelizer cones
- MicroStation ORD
- ARC GIS



sUAS Drone



Seafloor HyDrone



360° photo capability

QUALITY CONTROL

The success of our survey department is a direct result of our commitment to quality. With each service outlined above we include a quality assurance review, whether it is a field check of a base map or an independent review of legal descriptions.

Our quality control functions begin directly with field crews and equipment. Affinis has been intentional in purchasing the same type of equipment and software for field crews for over a decade now. This has eliminated the constant need and worry of making sure certain parameters are set correctly for different types of hardware. Staff can easily move from one truck to another knowing that the equipment is the same and that field measurements are being made correctly.

Our firm specializes in municipal improvement projects. Nearly all of our projects have some component of survey, whether it is full topographic survey, legal descriptions or property boundary survey.

We know that the survey is the basis of design, and that a reliable, accurate, and detailed survey is essential to have a successful design project. Quality surveys lead to quality design documents, and when design documents are strong it saves money at the construction phase. Property research and legal descriptions are another vital component of a project. Our team has a reputation for being thorough and for providing accurate descriptions.

The depth of our survey team also provides a reliable quality assurance program. With multiple licensed land surveyors, we have the ability for a surveyor not directly involved with a project to review the deliverables. This independent review assures that the documents are accurate and meet your expectations. The success of our survey department is a direct result of our commitment to quality. With each service outlined above, we include a quality assurance review, whether it is a field check of a base map or an independent review of legal descriptions. One of our licensed professional land surveyors – Robert or Aubrey - performs an independent, thorough review of deliverables before you get them.

The underlying goal of our approach and work plan is to be an extension of your staff and an integral part of your team. We practice this approach daily and successfully deliver these services to our co-workers and clients.

Critical Issues & Approaches to Solutions

Our survey crew has over 122 years of combined experience, with three of our surveyors having worked together for almost 25 of those years. We have enjoyed having the opportunity to work with your staff throughout the course of our current On-Call Survey contract, and we are looking forward to working with you once again.

From our experience on our current contract, we have learned several valuable insights that will allow us to serve you more efficiently:

- ***Be proactive; complete task orders on-time and within budget.***
- ***Mobilize quickly; we'll be there when you need us.***
- ***Coordinate diligently with utilities, City staff, and other key stakeholders.***

These three insights are critical to our approach. Transparency and frequent communication between our team and yours will allow us to deliver quality survey information. We will always kickoff our task orders by having a conversation with you to make sure we understand the specific need and level of urgency. This allows us to manage our time, make promises we can keep, and complete tasks thoroughly.

SCHEDULE & BUDGET

The conversation we have with you at the start of any task order allows us to tailor the work plan to your specific needs. With each work plan, we prepare a manhour estimate to establish the project budget. We will also review our existing workload to ensure we can accommodate the schedule. We understand that there are instances where a project may be on the fast-track. We have the flexibility to shift resources to meet your timeline.

When it comes to budget, transparency is key. Field conditions change, project limits expand, but we will make sure you are notified as soon as a budget or schedule needs to be adjusted.

PROOF POINT: Throughout the last 5 years of our current On-Call Survey contract with you, we have not gone over budget on any task orders you have issued us. We treat your dollars as our own, and will keep the City's interests top priority.

RESPONSIVENESS

Our survey crew can mobilize quickly to meet your needs. We know from experience that being your On-Call Surveyor means we are an extension of your staff. We manage our workload and are able to respond on short notice. When we are resource planning, we allocate time for crews to be available on short notice for these on-call task orders. Our practice is to mobilize quickly, and get you the information you need as soon as possible.

PROOF POINT: *As part of our On-Call Survey contract with the City of Overland Park, they assigned us a task order to complete a legal description for a property transfer. We were notified at 4:00pm on Thursday, and by 10:00am Friday morning, we had successfully completed the task and met the City's deadline.*

UTILITY COORDINATION

Utilities can throw a wrench in just about any project if you let them. **Brandon Gann, LSIT, will serve as our dedicated Utility Coordinator for this contract.** He will be responsible for contacting utilities, verifying contact information, gathering facility maps, and making sure locates are completed. Getting utilities marked in the field is oftentimes a challenge. He will also be responsible for contacting Missouri 811 as often as necessary to ensure markings are completed for the entire project area so our field crew can gather the information accurately.

After this is completed, Brandon will compare the field locates to the facility mapping to identify any gaps or contradictions. When this is finished, we will provide you with the assigned utility representative's contact information and review and discrepancies that could affect the project timeline or budget.



RFQ # 2025-023

Project No.

CITY OF LEE'S SUMMIT, MISSOURI

WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Johnson)
State of Kansas) ss.

My name is Mike McKenna I am an authorized agent of Affinis Corp
("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.



Mike P. McKenna

Affiant

Mike McKenna
Printed Name

Subscribed and sworn to before me this 15 day of October, 2024

Makenzie Keel
Notary Public

SEAL



E-Verify Memorandum of Understanding



Company ID Number:571783

Client Company ID Number:1746488

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Affinis Corp	
Name (Please Type or Print) Kristen Leathers-Gratton	Title
Signature Electronically Signed	Date October 08, 2021
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Heather Lindstrom	Title
Signature Electronically Signed	Date October 08, 2021
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date October 08, 2021

EXHIBIT B
TO
ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
Affinis Corp.

SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

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

- Provide land surveying services for projects designed by City staff including, but not limited to, horizontal and vertical control, topography, cross sections, profiles, contours, field locates, field utility information, property lines and as-built drawings.
- Provide field survey data on reproducible media and in electronic file format compatible with the following:
 - a. AutoCAD 2018 or current version used by the City of Lee's Summit.
 - b. All survey files completed with the current version of AutoCAD Civil 3D.
 - c. Text files of surveys that include point number, northing, easting, elevation and feature codes.
- Provide a copy of field notes or data collector information.
- Provide Legal boundary surveys.
- Provide construction staking on projects where the City is responsible for this service.
- Prepare legal descriptions and exhibits for property, right of way and easements to be acquired by the City, or that may be already be owned by the City.

EXHIBIT C
TO
ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
Affinis Corp.

[Fee Schedule]

See following pages.

Exhibit “A”
City of Lee’s Summit, MO
Land Survey On-Call Billing Rate Schedule
 November 14, 2024 – November 13, 2025

Professional Services	Billing Rate
Principal	\$330.00
Senior Project Manager	\$320.00
Senior Engineer II/Project Manager II	\$260.00
Senior Engineer I/Project Manager I	\$240.00
Engineer III	\$220.00
Engineer II	\$200.00
Engineer I	\$180.00
Intern Engineer (IE) II	\$150.00
Intern Engineer (IE) I	\$140.00
Cost Estimator	\$180.00
Senior Cost Estimator	\$210.00
Construction Services Manager/Project Rep IV	\$180.00
Project Representative III	\$170.00
Project Representative II	\$140.00
Project Representative I	\$125.00
Project Representative	\$105.00
Design Technician II	\$210.00
Design Technician I	\$170.00
CADD Technician II/GIS Specialist II	\$135.00
CADD Technician I/GIS Specialist I	\$115.00
Land Surveyor III	\$260.00
Land Surveyor II	\$170.00
Land Surveyor I	\$145.00
Survey Crew Member II	\$135.00
Survey Crew Member I	\$115.00
Utility Coordinator	\$135.00
One-Person Survey Crew	\$195.00
Project Related Support Services II	\$125.00
Project Related Support Services I	\$105.00
Equipment Charges	
IRS Mileage	\$0.67/mile
KDOT Mileage	\$0.67/mile
Survey Vehicle Mileage	\$0.80/mile
Boat Rental	\$20.00/hour
GPS Equipment	\$40.00/hour