



LEE'S SUMMIT MISSOURI

NOTICE OF RECOMMENDATION FOR AWARD

September 21, 2019

Wiedenmann, Inc.
Attn: Jerry Wiedenmann
950 N. Scott
Belton, MO 64012

RE: Notification of Award for Repair Services for Water, Wastewater, and Stormwater System Infrastructure
RFP #2019-003

Dear Mr. Wiedemann:

You are hereby notified that your proposal for Repair Services for Water, Wastewater, and Stormwater System Infrastructure Services as a Yearly Agreement has been recommended for award.

Your organization shall execute and return the following agreement documents within seven days after receipt of this Notice of Recommendation for Award. That is by (date-7 days after date of this letter) you are required to provide:

- ◆ Signed Notice of Recommendation for Award
- ◆ Certificate of Insurance (naming the City as Additional Insured under General Liability only).

Your organization is required to comply with these conditions within the time specified. If requirements are not met, the City may consider your proposal abandoned, annul this Notice of Recommendation for Award and declare your agreement forfeited.

Upon receipt of the documents mentioned above, the City will complete the agreement process and mail a complete executed set of agreement documents to your organization.

ISSUED BY THE CITY:

Authorized Signature

Title

Date

RECEIVED ON 9-21-18
Wiedenmann, Inc.
Type or Print Name Legibly
Susan Wiedenmann
Authorized Signature
President
Title

This AGREEMENT made and entered into this ___ day of _____ 2018, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and Wiedenmann, Inc, a company in the State of Missouri, hereinafter referred to as "Service Provider." Witnesseth, that:

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

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

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2019-003 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in PART II. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Agreement shall be for a one (1) year period from January 1, 2019 through December 31, 2019. The City may at its option renew the Agreement up to four (4) additional one-year terms by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP# 2019-003; section 14.0; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated agreement term.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Procurement Officer of Record

Stephen A. Arbo, City Manager

Date

Wiedenmann, Inc.

Company Name

Susan Wiedenmann

Company Authorized Signature

President 9-24-18

Title Date

Susan Wiedenmann

Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney