



The City of Lee's Summit
Final Agenda
Public Works Committee

Monday, December 19, 2016

4:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENTS
4. APPROVAL OF ACTION LETTER
 - A. [2016-0818](#) Approval of the November 21, 2016 Action Letter
5. BUSINESS
 - A. [TMP-0318](#) AN ORDINANCE APPROVING AWARD OF RFQ 2017-042 TO HDR ENGINEERING, INC., TO OLSSON ASSOCIATES INC. AND TO BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR ON-CALL YEARLY ENGINEERING SERVICES FOR WATER AND WASTEWATER. A ONE-YEAR WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS.
 - B. [TMP-0320](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND KCP&L GREATER MISSOURI OPERATIONS COMPANY.
 - C. [TMP-0330](#) AN ORDINANCE APPROVING CHANGE ORDER #4 - FINAL TO THE CONTRACT WITH LINAWEAVER CONSTRUCTION, INC. FOR THE WARD ROAD IMPROVEMENTS PROJECT, AN INCREASE OF \$25,761.75 FOR A REVISED CONTRACT PRICE OF \$1,817,980.09.

- D. [TMP-0332](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$100,632.00 AND COMMITMENT OF \$299,579.00 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR THE #152 - LEE'S SUMMIT COMMUTER EXPRESS SERVICE.
- E. [TMP-0334](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$21,922.00 AND COMMITMENT OF \$59,795 OF ITS FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR THE #252 - LEE'S SUMMIT METROFLEX CIRCULATOR SERVICE.
- F. [TMP-0335](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OATS, INC. FOR TRANSIT SERVICE EFFECTIVE APRIL 1, 2017 THROUGH DECEMBER 31, 2017 IN AN AMOUNT NOT TO EXCEED \$92,500 AND COMMITMENT OF AN AMOUNT NOT TO EXCEED \$148,000 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO OATS FOR TRANSIT SERVICE.
- G. [TMP-0342](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR CAPITAL EQUIPMENT CFDA 20.507 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA).
- H. [2016-0804](#) Final Recommendations on CIP Sales Tax Renewal
6. ROUNDTABLE
7. ADJOURNMENT

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".

Packet Information

File #: 2016-0818, **Version:** 1

Approval of the November 21, 2016 Action Letter

Issue/Request:

The October 10, 2016 Action Letter for approval.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move for approval of the Action Letter dated November 21, 2016.



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

Monday, November 21, 2016

4:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER

2. ROLL CALL

Present: 4 - Chairperson Dave Mosby
Vice Chair Rob Binney
Councilmember Phyllis Edson
Alternate Diane Seif

3. APPROVAL OF AGENDA

4. APPROVAL OF ACTION LETTER

A. [2016-0659](#) Approval of the October 10, 2016 Action Letter

ACTION: A motion was made by Mayor Pro Tem Binney, seconded by Councilmember Edson, to approve the October 10, 2016 Action Letter. The motion carried unanimously.

5. PUBLIC COMMENTS

None

6. ITEMS FOR DISCUSSION

None

7. BUSINESS

A. [BILL NO. 16-255](#) AN ORDINANCE APPROVING ADDENDUM NO. 1 TO FIXED BASE OPERATOR AGREEMENT BETWEEN LEGACY AVIATION, INC. DBA FLYING KC (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (PWC 11/21/16)

Presenter: Presenter: John Ohrazda, Airport Manager

A motion was made by Mayor Pro Tem Binney, seconded by Councilmember Edson, to recommend this Ordinance for approval to the City Council. The motion carried unanimously.

B. [BILL NO. 16-252](#) AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI

Public Works Committee

Action Letter

November 21, 2016

AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE DOUGLAS ROAD OVER I-470, JOB J4S3132, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI. (PWC 11/21/16)

Presenter: Presenter: Michael Park, City Traffic Engineer

A motion was made by Councilmember Seif, seconded by Councilmember Edson, to recommend this Ordinance for approval to the City Council. The motion carried unanimously.

- C. [BILL NO.](#)
[16-253](#) AN ORDINANCE APPROVING A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE BANNISTER ROAD OVER ROUTE 350, JOB J4S3133, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT. (PWC 11/21/16)

Presenter: Presenter: Michael Park, City Traffic Engineer

A motion was made by Councilmember Edson, seconded by Councilmember Seif, to recommend this Ordinance for approval to the City Council. The motion carried unanimously.

- D. [BILL NO.](#)
[16-254](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL. (PWC 11/21/16)

Presenter: Presenter: Michael Park, City Traffic Engineer

A motion was made by Councilmember Seif, seconded by Mayor Pro Tem Binney, to recommend this Ordinance for approval to the City Council. The motion carried unanimously.

- E. [BILL NO.](#)
[16-256](#) AN ORDINANCE AUTHORIZING EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS US 50 HIGHWAY AND ROUTE 291 INTERCHANGE (SOUTH JUNCTION), JOB J4P3002, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI. (PWC 11/21/16)

Presenter: Presenter: Michael Park, City Traffic Engineer

A motion was made by Mayor Pro Tem Binney, seconded by Councilmember Edson, to recommend this Ordinance for approval to the City Council. The motion carried

unanimously.

- F. [RES. NO. 16-22](#) A RESOLUTION ESTABLISHING AN UNIMPROVED ROAD POLICY TO GUIDE THE REVIEW AND DESIGN OF UNIMPROVED AND INTERIM STANDARD ROADS IN THE CITY OF LEE'S SUMMIT. (PWC 11/21/16)

Presenter: Presenter: Michael Park, City Traffic Engineer

A motion was made by Mayor Pro Tem Binney, seconded by Councilmember Seif, to recommend this Resolution for approval to the City Council. The motion carried unanimously.

- G. [2016-0715](#) Discussion - Transit

Presenter: Presenter: Michael Park, City Traffic Engineer

Mr. Michael Park, City Traffic Engineer, asked the Committee to provide direction on whether to implement one of the principle recommendations that came out of the transit study that was presented to the Public Works Committee by the Kansas City ATA on August 15, 2016. The recommendation was to discontinue the Metro Flex service and to replace it with an expansion of the OATS service. Right now the 252 Route operates from 7:30 am to 5:30 pm for a \$1.50 one-way fare; OATS operates from 7:00 am to 3:30 pm for a \$2.00 one-way fare. Staff would propose to operate OATS buses from 7:00 am to 5:30 pm for the \$1.50 one-way fare. We are currently operating with two buses from Metro Flex and three buses from OATS. What would be needed is five buses from OATS with three in reserve in case of breakdowns; that schedule would require the purchase three new buses. Federal funds can be leveraged to make these purchases. The City currently pays \$160,000-\$180,000 per year for the combination of both services. The expanded OATS service is estimated to cost around \$140,000 per year with a discontinuation of the Metro Flex service. This provides citywide service, expanded hours, lower fares for some, door-to-door service (where as Metro Flex was a curb-to-curb service) and a savings to the City of around \$40,000 per year.

Chairman Mosby asked how the services could be expanded with a lower cost. Mr. Park explained that the Metro Flex is based out of Kansas City so Lee's Summit pays for the miles the buses have to travel here for the on demand services while OATS is based in Lee's Summit which reduces the miles and travel times.

Councilmember Edson asked about bus routes to Kansas City and Independence. Mr. Park stated that the fixed route buses are being looked at under another study and he will present the results to the Committee when that study has been completed.

Mayor Pro-Tem Binney asked if the City will own the OATS buses. Mr. Park responded that the City won't have any maintenance or reporting

responsibilities. The City would be on the title and would have a rental agreement with OATS for a nominal fee.

Mayor Pro-Tem Binney said that Lee's Summit has a lot of students riding to Longview College and OATS door-to-door service is a better fit for that, as Metro Flex doesn't service the College.

Councilmember Edson asked if there would be definitive routes. Mr. Park stated that Lee's Summit doesn't have the ridership to support fixed routes. Councilmember Edson then asked about adding Truman Medical Center Lakewood. Mr. Park reported that Truman Medical Center is outside of the City limits but he can ask OATS if they have riders that they take there.

Councilmember Seif said that there is a need for bus services from Truman Medical Center Lakewood and their counseling services located in downtown Lee's Summit. Also, the Lee's Summit Housing Authority needs bus services to Truman Medical Center.

There was a consensus of the Committee to discontinue the Metro Flex service and expand the OATS service.

This Discussion Item was received and filed.

H. [2016-0720](#) Continued Discussion of Stormwater Program Funding Options

Presenter: Presenter: Dena Mezger, Director of Public Works

Ms. Dena Mezger, Director of Public Works, gave a presentation on the pros and cons of the three stormwater funding options requested by the Committee. The first was a discussion on a utility/user fee. A user fee would be an on-going long term dedicated solution. The fees charged would be based on the amount of run-off per property, and there would not be an impact on the General Fund; however, there would be funds required to build a system database and structure the program before voter approval and it would require more administration for ongoing management, such as a billing system. The discussion then turned to a CIP sales tax which works well for specific projects. It doesn't require special billing, it's easy to explain to the public and there is no impact to the General Fund; however, it is not a permanent, on-going funding for operation and maintenance. The last funding option was a use tax. A use tax can supplement other revenue streams and is a permanent revenue source, but it would be adequate to fully fund a stormwater program and it is not dedicated to specific uses by ballot.

Chairman Mosby gave a brief summary of each funding source.

Mayor Pro-Tem Binney cautioned that the amount reported for a use tax is an estimate. He said it would be a new tax for the City and it is dependent

on reporting. Mr. Conrad Lamb, Director of Finance, said that the estimate is from historical information and does not include the reporting of internet sales.

Chairman Mosby said that he feels it would be hard to ask for a utility tax which would be a new tax for the city.

This Presentation was received and filed.

I. [2016-0726](#) Presentation on Recommendations for CIP Sales Tax Renewal

Presenter: Presenter: Dena Mezger, Director of Public Works

Ms. Dena Mezger, Director of Public Works, began her presentation by providing a list of potential future CIP Sales Tax Projects with estimated costs. Ballot language will need to be developed by January 24 to be placed on the April ballot.

Chairman Mosby reminded Committee members to solicit ideas from the other City Councilmembers that they would like to see added to the project list before it goes for a vote before the full Council. He then asked staff to make sure the stormwater projects on the list adhere to the priority structure set up by the Committee for those types of projects. The top two stormwater priorities identified were replacement of failing corrugated metal pipes and structure flooding/bank erosion that is threatening the stability of a structure. The projects would correct what is causing the problem, and will not repair any damage done to private property.

Chairman Mosby then mentioned that he receives calls on dark areas that need additional street lighting. Ms. Mezger clarified that most of those areas are part of the KCP&L system and the City leases those streetlights. The city installs, owns and operates the streetlights along the arterial roads including Chipman Road, Pryor Road, Ward Road.

Councilmember Edson asked if the Greenwood Gap project would fall under the direction of the Parks Department. Ms. Mezger said that the Parks Department has hired a consultant to look into that project and they might have a potential funding source for it.

Mayor Pro-Tem Binney asked if the Parks Department is looking at a facility also and if they will have their report ready by January. Ms. Mezger said that she thinks they are just getting started and they probably won't have a report by January. Mayor Pro-Tem Binney then asked clarifying questions about several of the projects on the list. He stated that the City has to be prepared to be involved with some projects that involve matching funds.

Councilmember Edson asked if any of the streetlight projects would include Ralph Powell Road. Ms. Mezger said that those are decorative streetlights

that don't meet City standards and the City doesn't own or maintain them. She said she would look into getting them on the project list.

Chairman Mosby asked about reprioritizing the project list over time for the projects won't get done right away. Mr. Michael Park, City Traffic Engineer, explained that as funding comes in, the City Council decides which projects to work on first. There is also the possibility of soliciting funds to help finance some of the projects on the list. He also brought up the excise tax that could be dedicated to any funding shortages if needed.

Mayor Pro-Tem Binney reminded residents that sometimes it takes from five to ten years to complete some projects on the list because the money has to build up first. He then said he would like to see an update from the Parks Department on the Greenway Gap project and he suggested the Public Works Committee consider \$5,000 as a trailhead.

Chairman Mosby asked Committee members to submit projects that they would like to see added to the projects list, to staff before the December meeting. The discussion then turned to scheduling in order to leave time for developing educational materials.

The Committee directed staff to develop ballot language for the CIP Sales Tax Renewal. They will look for permanent funding sources for a stormwater program at the January meeting.

This Presentation was received and filed.

8. ROUNDTABLE

Mayor Pro-Tem Binney announced the City has received bronze level status from the American Bicycle Federation as a bicycle friendly community.

Councilmember Edson asked about discussing recycling. Chairman Mosby said that could be a discussion for January or February but the Committee should provide staff with some direction first. Councilmember Edson said that most of the calls she has received are asking why Blue Springs and Independence can provide recycling, so why can't Lee's Summit.

9. ADJOURNMENT

The November 21, 2016 Public Works Committee meeting was adjourned by Chairman Mosby at 6:38 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

Public Works Committee

Action Letter

November 21, 2016

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Packet Information

File #: TMP-0318, **Version:** 1

AN ORDINANCE APPROVING AWARD OF RFQ 2017-042 TO HDR ENGINEERING, INC., TO OLSSON ASSOCIATES INC. AND TO BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR ON-CALL YEARLY ENGINEERING SERVICES FOR WATER AND WASTEWATER. A ONE-YEAR WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS.

Key Issues:

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

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

Have an engineering consultant available in an emergency situation.

Background:

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

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

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

Purchasing issued RFQ 2017-042 on October 10, 2016. The RFQ was advertised in the City website and www.PublicPurchase.com. 785 firms were notified by Public Purchase and 95 access the document along with six firms notified by email. Thirteen firms submitted statements of qualifications prior to the November 10, 2016 closing date. All submittals were evaluated by a City Staff evaluation team composed of five personnel with representatives from Public Works, and Water Utilities Departments

Proposed Committee Motion: I move to recommend to the City Council approval of AN ORDINANCE APPROVING AWARD OF RFQ 2017-042 TO HDR ENGINEERIG, INC., TO OLSSON ASSOCIATES INC. AND TO BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR ON-CALL YEARLY ENGINEERING SERVICES FOR WATER AND WASTEWATER. A ONE-YEAR WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS.

Staff recommends approval of AN ORDINANCE APPROVING AWARD OF RFQ 2017-042 TO HDR ENGINEERIG, INC., TO OLSSON ASSOCIATES INC. AND TO BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR ON-CALL YEARLY ENGINEERING SERVICES FOR WATER AND WASTEWATER. A ONE-YEAR WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS.

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

AN ORDINANCE APPROVING AWARD OF RFQ 2017-042 TO HDR ENGINEERING, INC., TO OLSSON ASSOCIATES INC. AND TO BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR ON-CALL YEARLY ENGINEERING SERVICES FOR WATER AND WASTEWATER. A ONE-YEAR WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS.

WHEREAS, The City uses on-call engineering services to support several departments; and,

WHEREAS, Work for this contract is funded by specific projects or programs approved by Council in the City's annual operating budget or Capital Improvement Plan; and,

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

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the agreement for professional engineering services for geotechnical construction, material testing and inspection services yearly contract (RFQ No. 2017-042) by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc. generally for the purpose of water and wastewater engineering services, true and accurate copy being attached hereto as Contract 2017-042-1 and incorporated by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That the agreements for professional engineering services for geotechnical construction, material testing and inspection services yearly contract (RFQ No. 2017-042) by and between the City of Lee's Summit, Missouri and Olsson Associates, Inc generally for the purpose of water and wastewater engineering services, true and accurate copy being attached hereto as Contract 2017-042-2 and incorporated by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That the agreements for professional engineering services for geotechnical construction, material testing and inspection services yearly contract (RFQ No. 2017-042) by and between the City of Lee's Summit, Missouri and Burns and McDonnell Engineering Company, Inc generally for the purpose of water and wastewater engineering services, true and accurate copy being attached hereto as Contract 2017-042-3 and incorporated by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 4. That the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this _____ day of _____, 2014.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Brian W. Head, City Attorney

Exhibit A
 Schedule of Professional Service Billing Rates
 Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$62.00
Technician *	6	\$78.00
Assistant *	7	\$90.00
	8	\$119.00
	9	\$144.00
Staff *	10	\$163.00
	11	\$178.00
Senior	12	\$197.00
	13	\$219.00
Associate	14	\$227.00
	15	\$239.00
	16	\$244.00
	17	\$247.00

Unit Cost Rates

<u>Description</u>	<u>Unit Cost</u>
Flow Meter Installation	\$500.00/each
Rain Gauge Installation	\$300.00/each
Flow Monitoring (minimum 5 meters)	\$60.00/meter-day (90-day base)
	\$65.00/meter-day (60-day base)
Rain Gauge Monitoring	\$12.00/gauge-day

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2017, and are subject to revision thereafter.

**ON-CALL AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES FOR WATER AND SANITARY SEWER (RFQ NO. 2016-042-1)**

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

WITNESSETH:

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

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

WHEREAS, City desires to enter into an agreement with Service Provider to perform the services as aforementioned; and

WHEREAS, Service Provider represents that it is equipped, competent, and able to undertake such an assignment.

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

**ARTICLE I
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

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

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

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

By entering into this Agreement, City is not obligated to select Service Provider to provide professional engineering services beyond those services authorized in Article I above. In the event Service Provider is engaged to provide additional services, City and Service Provider shall enter into a written modification or memorandum of authorization describing (a) the scope of services to be provided by Service Provider and City, (b) compensation to the Service Provider for services to be provided, (c) required deliverables or products from the Service Provider to the City, and (d) completion times for said services. The compensation to be paid Service Provider pursuant to any supplemental agreement or memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Service Provider first entering into a written modification.

ARTICLE III
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Service Provider shall provide a monthly written statement of all On-Call Services provided in the preceding month to the Assistant Director of Engineering and the Finance Department.

ARTICLE IV
PAYMENTS TO THE SERVICE PROVIDER

For the services performed by Service Provider pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Service Provider in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Service Provider according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. Compensation for services to be provided by Service Provider through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.
- C. If so requested by Service Provider, City will make payment monthly for on-call services that have been satisfactorily completed. The City shall make payment to Service Provider within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
 - 1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
 - 2. Invoice Number and Date.
 - 3. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
 - 4. Report of monthly progress describing the services completed to date and projected completion time for the work.

5. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V
TERM

The term of this Agreement shall be a one (1) year period from _____ through _____. The agreement will automatically renew unless the City or the engineer at their discretion chose to terminate, for two (2) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Service Provider shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI
INSURANCE

A. CERTIFICATE OF INSURANCE

The Service Provider shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Service Provider shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Service Provider's contract price.

B. NOTICE OF CLAIM

The Service Provider shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Service Provider shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Service Provider's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Service Provider shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

C. INDUSTRY RATING

The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Service Provider.

D. SUB-CONSULTANT'S INSURANCE

If any part of the contract is to be sublet, the Service Provider shall either:

Cover all sub-consultants in the Service Provider's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Service Provider and submit such certificates to the City as outlined herein.

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

Any Service Provider that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Service Provider. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Service Provider for such assumed limits.

F. PROFESSIONAL LIABILITY

Professional Liability, or Errors and Omissions Insurance protection must be carried by Service Provider in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

H. AUTOMOBILE LIABILITY

Policy shall protect the Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$500,000
City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

I. WORKERS' COMPENSATION

This insurance shall protect the Service Provider against all claims under applicable state Workers' Compensation laws. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Service Provider nor has the City assessed the risk that may be applicable to the Service Provider.
2. The Service Provider's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Service Provider.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Service Provider with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. COVENANT AGAINST CONTINGENT FEES: Service Provider warrants that Service Provider has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that Service Provider has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. OWNERSHIP OF DOCUMENTS: Payment by City to Service Provider as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Service Provider exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Service Provider.
- C. MODIFICATIONS TO AGREEMENT: In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Service Provider shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Service Provider and City, and the compensation and completion times for said services.

- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. **Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Service Provider for all services rendered up to the date of termination.
 2. **Termination for Cause:** This Agreement may also be terminated for cause by City or Service Provider. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Service Provider for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Service Provider up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Service Provider shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Service Provider but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Service Provider shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Service Provider shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- F. **SUBLETTING ASSIGNMENT OR TRANSFER:** Service Provider shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Service Provider of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Service Provider's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Service Provider and consulting with him/her at such time. Conferences are to be held at the request of City or Service Provider.
- H. **SERVICE PROVIDER'S ENDORSEMENT:** Service Provider shall endorse all plans, specifications, estimates, and data furnished by him/her.
- I. **INSPECTION OF DOCUMENTS:** Service Provider shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Service Provider's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- J. **INDEMNIFICATION AND HOLD HARMLESS:** Service Provider shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, or sub consultants, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto to the extent permitted by the Constitution and the Laws of the State of Missouri.
- K. **LIMITATION OF LIABILITY:** In no event will City be liable to Service Provider for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Service Provider pursuant to Article IV of this Agreement.
- L. **PROFESSIONAL RESPONSIBILITY:** Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional practices. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the

professional services necessary to correct errors and omissions that are caused by Service Provider's failure to comply with above standard, and that are reported to Service Provider within one year from the completion of Service Provider's services for each individual project performed pursuant to this Agreement.

- M. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- N. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- O. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Service Provider has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Service Provider's experience and qualifications and represents Service Provider's best judgment as a professional Service Provider familiar with the construction industry, but Service Provider cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Service Provider.
- Q. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- R. SAFETY: In the performance of its services, Service Provider shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- S. ANTI-DISCRIMINATION CLAUSE: Service Provider and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- T. DELAY IN PERFORMANCE: Neither City nor Service Provider shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Service Provider under this Agreement. Service Provider and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- U. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Service Provider. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.

V. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

Lee's Summit Water Utilities

Jeff Thorn, Assistant Director

City of Lee's Summit

220 SE Green Street

Lee's Summit, MO 64063

and notices to Service Provider shall be addressed to:

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of
, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Service Provider

Signature

Print Name

Title

WORK AUTHORIZATION AND E-VERIFY:

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

You are required to fill out and return with your submittal of qualifications the enclosed Work Authorization Affidavit and provide documentation evidencing current enrollment in a federal work authorization Program, e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding, The required documentation must be from the federal work authorization program provider. Letters from contractors reciting compliance is not sufficient. E-verify, <http://www.dhs.gov/everify>, is a FREE Internet-based federal work authorization program operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due the Contractor.

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

County of _____)
) ss.
 State of _____)

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

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

 Affiant

 Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

 Notary Public

SEAL

**ON-CALL AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES FOR WATER AND SANITARY SEWER (RFQ NO. 2016-042-2)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City"), and Olsson Associates, Inc.(hereinafter "Service Provider").

WITNESSETH:

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

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

WHEREAS, City desires to enter into an agreement with Service Provider to perform the services as aforementioned; and

WHEREAS, Service Provider represents that it is equipped, competent, and able to undertake such an assignment.

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

**ARTICLE I
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

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

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

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

By entering into this Agreement, City is not obligated to select Service Provider to provide professional engineering services beyond those services authorized in Article I above. In the event Service Provider is engaged to provide additional services, City and Service Provider shall enter into a written modification or memorandum of authorization describing (a) the scope of services to be provided by Service Provider and City, (b) compensation to the Service Provider for services to be provided, (c) required deliverables or products from the Service Provider to the City, and (d) completion times for said services. The compensation to be paid Service Provider pursuant to any supplemental agreement or memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Service Provider first entering into a written modification.

ARTICLE III
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Service Provider shall provide a monthly written statement of all On-Call Services provided in the preceding month to the Assistant Director of Engineering and the Finance Department.

ARTICLE IV
PAYMENTS TO THE SERVICE PROVIDER

For the services performed by Service Provider pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Service Provider in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Service Provider according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. Compensation for services to be provided by Service Provider through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.
- C. If so requested by Service Provider, City will make payment monthly for on-call services that have been satisfactorily completed. The City shall make payment to Service Provider within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
 - 1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
 - 2. Invoice Number and Date.
 - 3. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
 - 4. Report of monthly progress describing the services completed to date and projected completion time for the work.

5. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V
TERM

The term of this Agreement shall be a one (1) year period from _____ through _____. The agreement will automatically renew unless the City or the engineer at their discretion chose to terminate, for two (2) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Service Provider shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI
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A. CERTIFICATE OF INSURANCE

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The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Service Provider.

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Limits:

Each occurrence:	\$1,000,000
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Products/Completed Operations Aggregate:	\$1,000,000
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Policy must include the following conditions:

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- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

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1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$500,000
City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

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This insurance shall protect the Service Provider against all claims under applicable state Workers' Compensation laws. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
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3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Service Provider with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

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- B. OWNERSHIP OF DOCUMENTS: Payment by City to Service Provider as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Service Provider exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Service Provider.
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 2. **Termination for Cause:** This Agreement may also be terminated for cause by City or Service Provider. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Service Provider for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Service Provider up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
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- E. **COMPLIANCE WITH LAWS:** Service Provider shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Service Provider shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- F. **SUBLETTING ASSIGNMENT OR TRANSFER:** Service Provider shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Service Provider of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Service Provider's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Service Provider and consulting with him/her at such time. Conferences are to be held at the request of City or Service Provider.
- H. **SERVICE PROVIDER'S ENDORSEMENT:** Service Provider shall endorse all plans, specifications, estimates, and data furnished by him/her.
- I. **INSPECTION OF DOCUMENTS:** Service Provider shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Service Provider's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- J. **INDEMNIFICATION AND HOLD HARMLESS:** Service Provider shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, or sub consultants, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto to the extent permitted by the Constitution and the Laws of the State of Missouri.
- K. **LIMITATION OF LIABILITY:** In no event will City be liable to Service Provider for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Service Provider pursuant to Article IV of this Agreement.
- L. **PROFESSIONAL RESPONSIBILITY:** Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional practices. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the

professional services necessary to correct errors and omissions that are caused by Service Provider's failure to comply with above standard, and that are reported to Service Provider within one year from the completion of Service Provider's services for each individual project performed pursuant to this Agreement.

- M. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- N. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- O. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Service Provider has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Service Provider's experience and qualifications and represents Service Provider's best judgment as a professional Service Provider familiar with the construction industry, but Service Provider cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Service Provider.
- Q. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- R. SAFETY: In the performance of its services, Service Provider shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- S. ANTI-DISCRIMINATION CLAUSE: Service Provider and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- T. DELAY IN PERFORMANCE: Neither City nor Service Provider shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Service Provider under this Agreement. Service Provider and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- U. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Service Provider. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.

V. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

Lee's Summit Water Utilities

Jeff Thorn, Assistant Director

City of Lee's Summit

220 SE Green Street

Lee's Summit, MO 64063

and notices to Service Provider shall be addressed to:

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of
, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Service Provider

Signature

Print Name

Title

**ON-CALL AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES FOR WATER AND SANITARY SEWER (RFQ NO. 2016-042-3)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City"), and Burns and McDonnell Engineering Company, Inc.(hereinafter "Service Provider").

WITNESSETH:

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

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

WHEREAS, City desires to enter into an agreement with Service Provider to perform the services as aforementioned; and

WHEREAS, Service Provider represents that it is equipped, competent, and able to undertake such an assignment.

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

**ARTICLE I
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

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

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

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

By entering into this Agreement, City is not obligated to select Service Provider to provide professional engineering services beyond those services authorized in Article I above. In the event Service Provider is engaged to provide additional services, City and Service Provider shall enter into a written modification or memorandum of authorization describing (a) the scope of services to be provided by Service Provider and City, (b) compensation to the Service Provider for services to be provided, (c) required deliverables or products from the Service Provider to the City, and (d) completion times for said services. The compensation to be paid Service Provider pursuant to any supplemental agreement or memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Service Provider first entering into a written modification.

ARTICLE III
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Service Provider shall provide a monthly written statement of all On-Call Services provided in the preceding month to the Assistant Director of Engineering and the Finance Department.

ARTICLE IV
PAYMENTS TO THE SERVICE PROVIDER

For the services performed by Service Provider pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Service Provider in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Service Provider according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. Compensation for services to be provided by Service Provider through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.
- C. If so requested by Service Provider, City will make payment monthly for on-call services that have been satisfactorily completed. The City shall make payment to Service Provider within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
 - 1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
 - 2. Invoice Number and Date.
 - 3. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
 - 4. Report of monthly progress describing the services completed to date and projected completion time for the work.

5. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V
TERM

The term of this Agreement shall be a one (1) year period from _____ through _____. The agreement will automatically renew unless the City or the engineer at their discretion chose to terminate, for two (2) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Service Provider shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI
INSURANCE

A. CERTIFICATE OF INSURANCE

The Service Provider shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Service Provider shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Service Provider's contract price.

B. NOTICE OF CLAIM

The Service Provider shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Service Provider shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Service Provider's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Service Provider shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

C. INDUSTRY RATING

The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Service Provider.

D. SUB-CONSULTANT'S INSURANCE

If any part of the contract is to be sublet, the Service Provider shall either:

Cover all sub-consultants in the Service Provider's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Service Provider and submit such certificates to the City as outlined herein.

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

Any Service Provider that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Service Provider. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Service Provider for such assumed limits.

F. PROFESSIONAL LIABILITY

Professional Liability, or Errors and Omissions Insurance protection must be carried by Service Provider in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

H. AUTOMOBILE LIABILITY

Policy shall protect the Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$500,000
City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

I. WORKERS' COMPENSATION

This insurance shall protect the Service Provider against all claims under applicable state Workers' Compensation laws. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Service Provider nor has the City assessed the risk that may be applicable to the Service Provider.
2. The Service Provider's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Service Provider.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Service Provider with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. COVENANT AGAINST CONTINGENT FEES:** Service Provider warrants that Service Provider has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that Service Provider has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. OWNERSHIP OF DOCUMENTS:** Payment by City to Service Provider as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Service Provider exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Service Provider.
- C. MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Service Provider shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Service Provider and City, and the compensation and completion times for said services.

- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. **Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Service Provider for all services rendered up to the date of termination.
 2. **Termination for Cause:** This Agreement may also be terminated for cause by City or Service Provider. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Service Provider for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Service Provider up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Service Provider shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Service Provider but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Service Provider shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Service Provider shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- F. **SUBLETTING ASSIGNMENT OR TRANSFER:** Service Provider shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Service Provider of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Service Provider's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Service Provider and consulting with him/her at such time. Conferences are to be held at the request of City or Service Provider.
- H. **SERVICE PROVIDER'S ENDORSEMENT:** Service Provider shall endorse all plans, specifications, estimates, and data furnished by him/her.
- I. **INSPECTION OF DOCUMENTS:** Service Provider shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Service Provider's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- J. **INDEMNIFICATION AND HOLD HARMLESS:** Service Provider shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, or sub consultants, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto to the extent permitted by the Constitution and the Laws of the State of Missouri.
- K. **LIMITATION OF LIABILITY:** In no event will City be liable to Service Provider for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Service Provider pursuant to Article IV of this Agreement.
- L. **PROFESSIONAL RESPONSIBILITY:** Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional practices. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the

professional services necessary to correct errors and omissions that are caused by Service Provider's failure to comply with above standard, and that are reported to Service Provider within one year from the completion of Service Provider's services for each individual project performed pursuant to this Agreement.

- M. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- N. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- O. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Service Provider has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Service Provider's experience and qualifications and represents Service Provider's best judgment as a professional Service Provider familiar with the construction industry, but Service Provider cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Service Provider.
- Q. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- R. SAFETY: In the performance of its services, Service Provider shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- S. ANTI-DISCRIMINATION CLAUSE: Service Provider and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- T. DELAY IN PERFORMANCE: Neither City nor Service Provider shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Service Provider under this Agreement. Service Provider and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- U. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Service Provider. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.

V. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

Lee's Summit Water Utilities

Jeff Thorn, Assistant Director

City of Lee's Summit

220 SE Green Street

Lee's Summit, MO 64063

and notices to Service Provider shall be addressed to:

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of
, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Service Provider

Signature

Print Name

Title



WORK AUTHORIZATION AND E-VERIFY:

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

You are required to fill out and return with your submittal of qualifications the enclosed Work Authorization Affidavit and provide documentation evidencing current enrollment in a federal work authorization Program, e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding. The required documentation must be from the federal work authorization program provider. Letters from contractors reciting compliance is not sufficient. E-verify, <http://www.dhs.gov/everify>, is a FREE Internet-based federal work authorization program operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due the Contractor.

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

County of _____)
) ss.
State of _____)

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

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

Affiant

Printed Name

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

SEAL



RATE SCHEDULE

(JANUARY 1, 2017 - DECEMBER 31, 2017)

EXHIBIT A

ROLE	HOURLY RATE
PROJECT PRINCIPAL/QUALITY CONTROL	\$200.00 - \$225.00
SENIOR PROJECT MANAGER	\$175.00 - \$225.00
SENIOR TECHNICAL SPECIALIST	\$245.00-\$290.00
SENIOR PROJECT ENGINEER	\$155.00 - \$190.00
PROJECT ENGINEER	\$110.00 - \$150.00
ASSISTANT PROJECT ENGINEER	\$80.00 - \$105.00
SENIOR STRUCTURAL ENGINEER	\$145.00 - \$200.00
STRUCTURAL ENGINEER	\$90.00 - \$140.00
SENIOR ELECTRICAL ENGINEER	\$145.00 - \$200.00
ELECTRICAL ENGINEER	\$90.00 - \$140.00
SENIOR MECHANICAL ENGINEER	\$145.00 - \$190.00
MECHANICAL ENGINEER	\$90.00 - \$140.00
SENIOR ARCHITECT	\$145.00 - \$190.00
ARCHITECT ENGINEER	\$90.00 - \$140.00
SENIOR TECHNICIAN	\$115.00 - \$135.00
TECHNICIAN	\$70.00 - \$115.00
FIELD MANAGER	\$70.00-\$130.00
FIELD SUPERVISOR II	\$65.00-\$90.00
FIELD SUPERVISOR I	\$50.00-\$90.00
FIELD TECHNICIAN II	\$55.00-\$75.00
FIELD TECHNICIAN I	\$45.00-\$60.00
SURVEY MANAGER	\$110.00 - \$140.00
SURVEY CREW	\$120.00 - \$160.00
SENIOR SUPPORT STAFF	\$80.00 - \$105.00
ADMINISTRATION PERSONNEL	\$ 50.00 - \$80.00
REIMBURSABLES:	
PRINTING & REPRODUCTION	COST
TRAVEL	CURRENT IRS RATE
PHONE	COST
MAPPING	COST
SUBCONSULTANTS	COST



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Debi Dodson	
	PHONE (A/C No., Ext): 402.964.5412	FAX (A/C, No): 402.557.6325
E-MAIL ADDRESS: ddodson@ssgi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : TRAVELERS IND CO OF AMER		25666
INSURER B : CHARTER OAK FIRE INS CO		25615
INSURER C : Travelers Property Casualty Co of A		25674
INSURER D : TRAVELERS IND CO OF AMER		25666
INSURER E : ACE AMERICAN INSURANCE COMPANY		22667
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1329003903 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		P-630-8D707184	1/1/2016	1/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			P-810-1E019141	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PSM-CUP-1E019165	1/1/2016	1/1/2017	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	N/A	PVYCNUB-8D98059	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability Claims Made			EON G25589993	1/1/2016	1/1/2017	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Carrier AM Best's Ratings A+XV.
RE: Professional Engineering Services for Water and Sanitary Sewer, Contract 2016-042-2. City of Lee's Summit, Missouri is listed as additional insured on a primary and non-contributory basis with respect to General Liability as required by written contract. A waiver of subrogation is granted in favor of City of Lee's Summit, Missouri as regards Workers Compensation as required by written contract. 30 days written notice of cancellation provisions apply as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

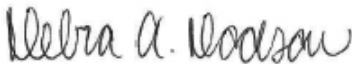
City of Lee's Summit, Missouri 220 SE Green Street Lee's Summit MO 64063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Exhibit A
RATE SCHEDULE
LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	145 - 310
Project Manager.....	135 - 160
Project Professional.....	101 - 148
Assistant Professional.....	68 - 146
Designer.....	90 - 133
CAD Operator.....	46 - 100
Construction Services.....	53 - 170
Administrative/Clerical.....	44 - 100

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSES

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.540/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Automobiles (OA Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%

Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%

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

Packet Information

File #: TMP-0320, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND KCP&L GREATER MISSOURI OPERATIONS COMPANY.

- The City's Water Utilities Department is undertaking building a new Water Utilities Facility at 1200 SE Hamblen Road.
- The Building will require a sectionalizer and primary electrical service be ran onto the new facilities property.
- KCP&L is in need of a non-exclusive easement on the property owned by the City of Lee's Summit at 1200 SE Hamblen Road to provide access to the new lines and equipment to be installed here.

Proposed Committee Motion: I move to recommend to the City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND KCP&L GREATER MISSOURI OPERATIONS COMPANY.

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND KCP&L GREATER MISSOURI OPERATIONS COMPANY

Presenter: Jeff Thorn Assistant, Director of Engineering Lee's Summit Water Utilites.

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING EXECUTION OF A NON-EXCLUSIVE EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND KCP&L GREATER MISSOURI OPERATIONS COMPANY.

WHEREAS, The City of Lee's Summit's ("City") Water Utilities Department is undertaking a building project at 1200 SE Hamblen Road; and,

WHEREAS, this project will require power to be served by KCP&L Greater Missouri Operations Company ("KCP&L"); and,

WHEREAS, KCP&L Greater Missouri Operations Company ("KCP&L") is in need of a non-exclusive easement on the property owned by the City of Lee's Summit in order to relocate the overhead utility lines to clear the road widening work; and,

WHEREAS, KCP&L wishes to secure a non-exclusive easement from the City in order to relocate its overhead utility lines.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor, of an a non-exclusive easement by and between the City of Lee's Summit and KCP&L Greater Missouri Operations Company, which is attached hereto and incorporated by reference as if fully set forth herein.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the mayor of said City this _____ day of _____,
2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

*Chief Counsel of Management & Operations/Deputy City Attorney
Jackie McCormick Heanue*

EASEMENT

THIS AGREEMENT, made this _____ day of _____, 2017, by and between the City of Lee's Summit, a Municipal Corporation organized and existing under the laws of the State of Missouri, whose address is 220 S.E. Green, Lee's Summit, Jackson County, Missouri 64063, **Grantor**, and KCP&L Greater Missouri Operations Company, a Corporation organized and operating under the laws of the State of Missouri, **Grantee**.

WITNESSETH, that the **Grantor**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, a non-exclusive Easement for use by **Grantee**, to locate, construct, reconstruct, operate, repair and maintain facilities including, but not limited to, public utility lines, meters, vaults and all necessary appurtenances thereto upon, over, under and along the following described lands in Jackson County, Missouri, to-wit:

All that part of Lot 1, Water Utilities Facility, Lot 1, a minor subdivision in Lees Summit, Jackson County, Missouri, described as follows:

Commencing at the southeast corner of said Lot 1, thence N02°18'35"E, along the east line thereof, 23.18 feet to the Point of Beginning; thence continue N02°18'35"E, 15.00 feet; thence departing said east line, N87°41'25"W, 265.00 feet; thence S02°18'15"W, 38.59 feet to the south line of said Lot 1; thence S87°46'46"E, along said south line, 15.00 feet; thence departing said south line, N02°18'15"E, 23.57 feet; thence S87°41'25"E, 250.00 feet to the Point of Beginning. Containing in all 4,329 square feet, more or less.

Grantee shall have the right of ownership, use and control of the utility lines, meters, vaults, and other equipment which **Grantee**, its successors and assigns, may place through the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the utility lines (and other equipment), and with the attachment thereto of service lines of its consumers. **Grantee** shall not have any ownership right in any facilities placed by other parties in the above easement area.

Grantor agrees not to obstruct or interfere with the use, operation or maintenance of such public utility lines, meters, vaults or connections, by erecting, or causing or allowing to be erected, any building or structures on or within said easement.

Grantee agrees that if it, or its successors and assigns, ever abandons or is granted a vacation of this Easement, it shall remove all of its facilities from the lands described herein within sixty (60) days from the date of said abandonment or vacation at its sole expense.

Grantor and **Grantee** agree as further consideration for the granting of this easement that if **Grantor** ever undertakes a public works project which requires re-location of **Grantee's** facilities in the lands described herein, such relocation shall be performed within a reasonable period of time at **Grantee's** sole expense.

Grantor, further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of both the **Grantor and Grantee**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, **Grantor**, has caused these presents to be signed by its Mayor and attested by its City Clerk, this _____ day of _____, 2017:

City of Lee's Summit, Missouri:

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me appeared Randall L. Rhoads, to me personally known, who, being by me duly sworn did say that he or she is the Mayor of the City of Lee's Summit, and that said instrument was signed in behalf of said city by authority of its City Council, and said Mayor Randall L. Rhoads acknowledged said instrument to be the free act and deed of said City.

Notary Public Signature

Print Name

**City of Lee's Summit
Water Utilities Facility
Proposed KCPL Easement Description
10-19-2016**

Easement Description

All that part of Lot 1, Water Utilities Facility, Lot 1, a minor subdivision in Lees Summit, Jackson County, Missouri, described as follows:

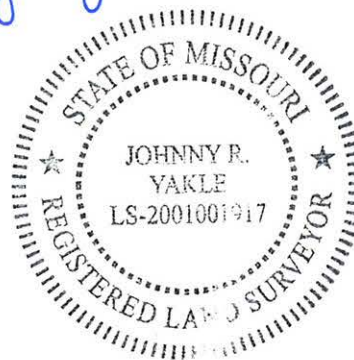
Commencing at the southeast corner of said Lot 1, thence N02°18'35"E, along the east line thereof, 23.18 feet to the Point of Beginning; thence continue N02°18'35"E, 15.00 feet; thence departing said east line, N87°41'25"W, 265.00 feet; thence S02°18'15"W, 38.59 feet to the south line of said Lot 1; thence S87°46'46"E, along said south line, 15.00 feet; thence departing said south line, N02°18'15"E, 23.57 feet; thence S87°41'25"E, 250.00 feet to the Point of Beginning.

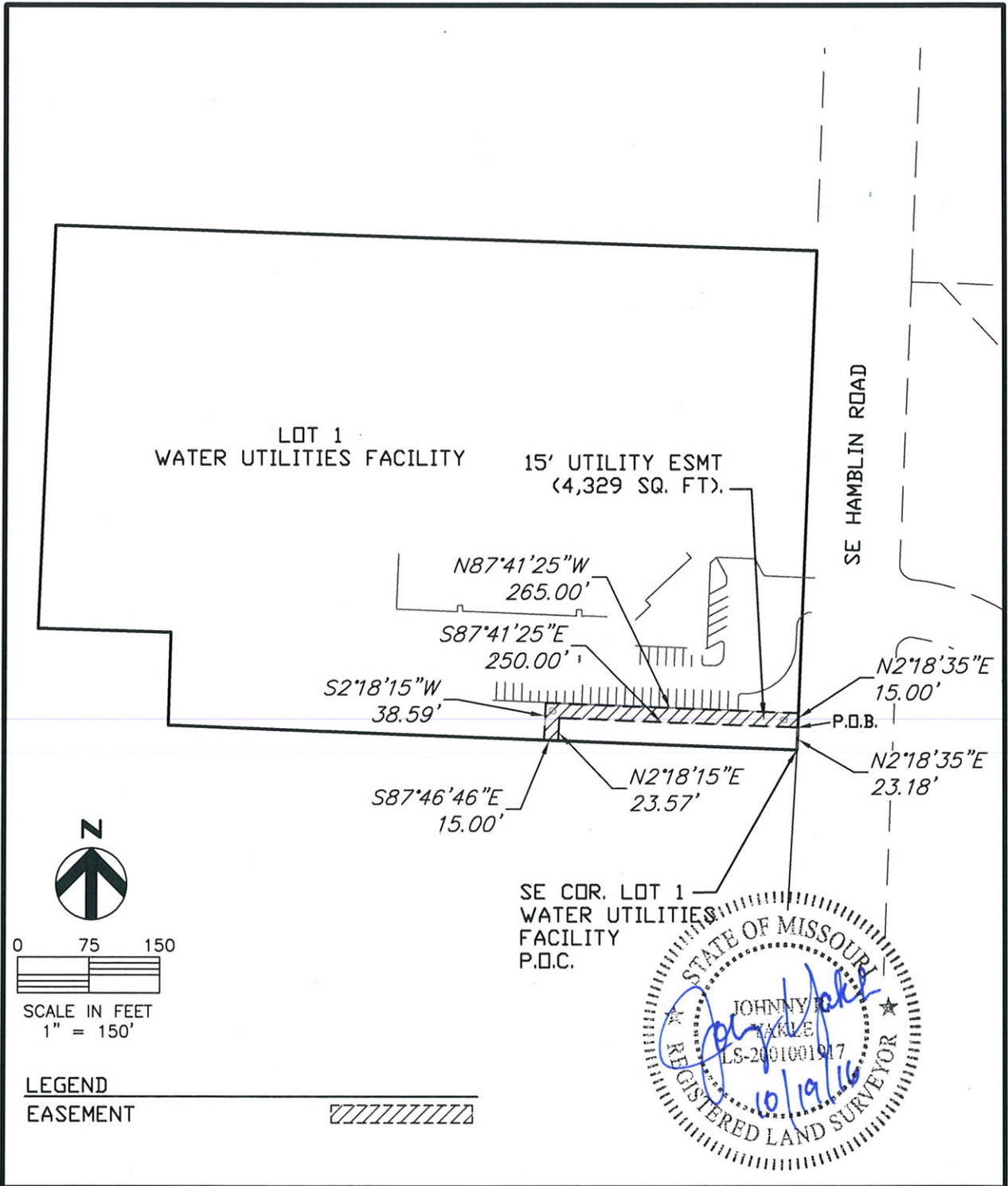
Containing in all 4,329 square feet, more or less.

The above description was prepared under the supervision of:



Johnny R. Yakle, PLS 2001001917





HDR
HDR ENGINEERING, INC.
3741 N.E. TRON DRIVE
LEE'S SUMMIT, MO 64064
816-347-1100
MO. CERT. OF AUTHORITY: #000856

EASEMENT EXHIBIT
WATER UTILITIES FACILITY, LOT 1
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI
THE CITY OF LEE'S SUMMIT, MO
220 SE GREEN STREET
LEE'S SUMMIT, MISSOURI 64064

1
OF
2
JFJ
JRY

Easement Description

All that part of Lot 1, Water Utilities Facility, Lot 1, a minor subdivision in Lees Summit, Jackson County, Missouri, described as follows:

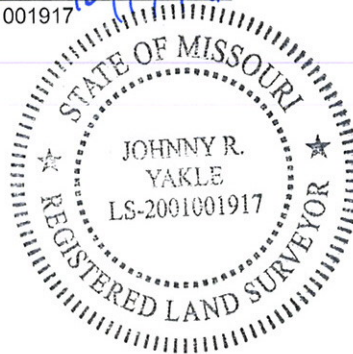
Commencing at the southeast corner of said Lot 1, thence N02°18'35"E, along the east line thereof, 23.18 feet to the Point of Beginning; thence continue N02°18'35"E, 15.00 feet; thence departing said east line, N87°41'25"W, 265.00 feet; thence S02°18'15"W, 38.59 feet to the south line of said Lot 1; thence S87°46'46"E, along said south line, 15.00 feet; thence departing said south line, N02°18'15"E, 23.57 feet; thence S87°41'25"E, 250.00 feet to the Point of Beginning.

Containing in all 4,329 square feet, more or less.

The above description was prepared under the supervision of:

Johnny R. Yakle 10/19/16

Johnny R. Yakle, PLS 2001001917



HDR ENGINEERING, INC.

3741 N.E. TROON DRIVE
LEE'S SUMMIT, MO 64064
816-347-1100

MO. CERT. OF AUTHORITY: #000856

EASEMENT EXHIBIT

WATER UTILITIES FACILITY, LOT 1
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

THE CITY OF LEE'S SUMMIT, MO

220 SE GREEN STREET
LEE'S SUMMIT, MISSOURI 64064

2
OF
2

JFJ
JRY

Packet Information

File #: TMP-0330, **Version:** 1

AN ORDINANCE APPROVING CHANGE ORDER #4 - FINAL TO THE CONTRACT WITH LINAWEAVER CONSTRUCTION, INC. FOR THE WARD ROAD IMPROVEMENTS PROJECT, AN INCREASE OF \$25,761.75 FOR A REVISED CONTRACT PRICE OF \$1,817,980.09.

Issue/Request:

AN ORDINANCE APPROVING CHANGE ORDER #4 - FINAL TO THE CONTRACT WITH LINAWEAVER CONSTRUCTION, INC. FOR THE WARD ROAD IMPROVEMENTS PROJECT, AN INCREASE OF \$25,761.75 FOR A REVISED CONTRACT PRICE OF \$1,817,980.09.

Key Issues:

- Additional grading was required to provide adequate drainage for all properties adjacent to the project.
- Sod quantities were increased to restore vegetation in the areas of additional grading.
- The cumulative value of Change Orders 1 through 4 will be greater than 5.0% of the original contact value.

Proposed Committee Motion:

I MOVE TO RECOMMEND TO CITY COUNCIL APPROVAL OF AN ORDINANCE APPROVING CHANGE ORDER #4 - FINAL TO THE CONTRACT WITH LINAWEAVER CONSTRUCTION, INC. FOR THE WARD ROAD IMPROVEMENTS PROJECT, AN INCREASE OF \$25,761.75 FOR A REVISED CONTRACT PRICE OF \$1,817,980.09.

Background:

Based on the survey and design work for the Ward Road project, minimal grading was anticipated to widen the road and match existing ground outside the roadway area. However, during construction, several site specific conditions were observed during rain events that indicated additional grading would be necessary to create positive drainage along the project.

Sod was called for in the plans to restore grass along this project because most of the areas were residential lots or residential common areas. The additional grading for drainage disturbed larger areas, so the sod quantities were increased to restore turf in those areas added to the project. These grading site adjustments during construction and increased sod quantities are captured in this change order.

File #: TMP-0330, **Version:** 1

Presenter: Mike Anderson, Construction Manager

Recommendation: Staff recommends approval of an ordinance approving change order #4 - final to the contract with Linaweaver Construction, Inc. For the Ward Road improvements project, an increase of \$25,761.75 for a revised contract price of \$1,817,980.09.

Committee Recommendation:

BILL NO. DRAFT

AN ORDINANCE APPROVING CHANGE ORDER #4 (FINAL) TO THE CONTRACT WITH LINAWEAVER CONSTRUCTION, INC. FOR THE WARD ROAD IMPROVEMENTS PROJECT, AN INCREASE OF \$25,761.75 FOR A REVISED CONTRACT PRICE OF \$1,817,980.09.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Linaweaver Construction, Inc. ("Linaweaver") for the Ward Road Improvements Project (the "Project") being undertaken by the City's Public Works Department; and,

WHEREAS, an additional change order to the contract with Linaweaver is necessary; and,

WHEREAS, this Change Order No. 4 authorizes additional grading and sod; and

WHEREAS, Council Approval is required because the cumulative value of Change Orders 1 through 4 exceed 5% of the awarded base contract amount.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Change Order #4 (Final) to the contract between the City of Lee's Summit, Missouri and Linaweaver Construction, Inc. (City of Lee's Summit Contract No. 18532272) for the Ward Road Improvements Project, for an increase in price of \$25,761.75 for a revised contract price of \$1,817,980.09, a true and accurate copy attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2016.

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this _____ day of _____, 2016.

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*



City of Lee's Summit

Change Order Details

Ward Road Improvements

Description: The installation of storm pipe, curb inlets, curb and gutter, pavement, sidewalk, street lighting, pavement marking and signing along Ward Road from M150 to County Line Road. Project Number 18532272-C. Fund 322. Purchase Order #114273.

Linaweaver Construction, Inc.
719 E. Gilman Rd., Lansing, KS 66043

Change Order: 4 (Final) **Date Created:** 12/05/2016

Status: Pending Approval **Date Approved:**

Type: Administrative

Summary: Change Order No. 4 (Final) - Adjustment for Final Sod Quantity

Change Order Description:

Awarded Project Amount: \$1,723,623.95
Authorized Project Amount: \$1,792,218.34
Change Order Amount: \$25,761.75
Revised Project Amount: \$1,817,980.09

Increases/Decreases

Line Number	Item	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Base Bid									
34	34	SY	\$5.250	3,313.00	\$17,393.25	4,907.00	\$25,761.75	8,220.00	\$43,155.00
SOD Reason: Additional sod quantity did not account for the additional grading that was needed to provide positive drainage for all the adjacent properties after the existing open drainage ditch was removed and the new curb and sidewalk was installed. This additional sod quantity accounts for covering the areas of the additional grading.									
(1 Item)			Totals		\$17,393.25		\$25,761.75		\$43,155.00

Packet Information

File #: TMP-0332, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$100,632.00 AND COMMITMENT OF \$299,579.00 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR THE #152 - LEE'S SUMMIT COMMUTER EXPRESS SERVICE.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$100,632.00 AND COMMITMENT OF \$299,579.00 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR THE #152 - LEE'S SUMMIT COMMUTER EXPRESS SERVICE.

Key Issues:

- The City of Lee's Summit has contracted with the Kansas City Area Transportation Authority (KCATA) since 1999 for a commuter bus service - #152 Lee's Summit Express - between Lee's Summit and downtown Kansas City.
- The service provides four morning trips departing from Lee's Summit to downtown Kansas City, and four afternoon return trips, for those that commute to Kansas City for work.
- The cost to Lee's Summit for the 2017 contract with the KCATA for the #152 Lee's Summit Express Commuter Service and administration of OATS contract will be \$100,632. The local matching funds will be paid from the Transportation Sales Tax Fund as programmed in the City's Capital Improvements Plan and approved by Council as part of the FY2017 budget.
- There is a 2% increase from the previous year's #152 Lee's Summit Express contract, \$90,420 due to increased cost of service. There is also an additional \$7,500 annual administration fee for KCATA's management of federal funds and other services related to OATS, which is contracted separately for non-emergency demand response public transportation between OATS and the City of Lee's Summit.
- The number of busses and days of service for #152 Lee's Summit Express Commuter Service will be the same in 2017 as it was in 2016.
- Lee's Summit will obligate \$299,579 of its Federal Transit Administration Funding allocation to the KCATA for eligible operating and capital costs associated with these transit services.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$100,632.00 AND COMMITMENT OF \$299,579.00 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR THE #152 - LEE'S SUMMIT COMMUTER EXPRESS SERVICE.

Background:

Since 1999, the City of Lee's Summit has contracted with the Kansas City Area Transportation Authority (KCATA) to provide a commuter bus service from the park-and-ride lot at Chipman Road and M-350 in Lee's Summit to points in downtown Kansas City, Missouri, with a stop in Raytown. Originally this service provided three morning trips to downtown Kansas City and three afternoon return trips to Lee's Summit during the workweek (Monday through Friday). A fourth trip both ways was added in 2008 to address the increase in ridership.

A portion of the City of Lee's Summit has been designated as an Urbanized Transit Area (UZA) by the Federal Transit Administration. This designation has allowed the City to take advantage of FTA funds to subsidize the annual contract with the KCATA for this service. In total, \$299,579 from the allocation of FTA funds to Lee's Summit will be obligated to the KCATA for the services provided under this Agreement to cover eligible capital and operating costs in 2017. The Lee's Summit FTA Section 5307 Fund allocation balance in 2016 was over \$1,000,000. In addition, state funding is utilized by the KCATA as well as revenue collected at the fare box to further reduce the cost. The City pays for the balance of the service from its Transportation Sales Tax fund.

The KCATA has submitted the proposed contract for the #152 Lee's Summit Commuter Express Service to the City. The service for 2017 will incorporate four large buses for both the morning and afternoon trips, Monday through Friday. The cost for this service for 2016 was \$90,420. The cost for the service for 2017 will be \$93,132. This represents approximately a 3% increase over last year's contract cost for #152 Lee's Summit Commuter Express service. Increased cost is associated with an increase in cost of service (e.g. staff, fuel, and maintenance).

The KCATA has also submitted a proposed management fee of \$7,500 for the administration of a contract between the City of Lee's Summit and OATS. As the designated administrator of Lee's Summit's FTA funds, the KCATA would apply available FTA funding and necessary administrative requirements of the FTA towards the OATS transit services contracted by the City. This administrative fee is part of the demand response transit changes proposed under contract with OATS and was recommended in the most recent Lee's Summit Transit Study to improve demand response transit in Lee's Summit at a reduced cost. The Public Works Committee has reviewed and supported the recommended demand response transit changes associated with OATS and MetroFlex as well as the continuation of #152 Lee's Summit Commuter Express Service (another Transit Study recommendation).

The total cost of proposed transit services by the KCATA in this agreement is \$100,632.00

A Lee's Summit transit study was completed in 2016. There were no recommended changes to KCATA Route 152 from that study. Additional KCATA fixed bus routes impacting Lee's Summit considered in the study or recommended by other recent transit studies such as the Eastern Jackson County Transit Study would be

addressed as new service in separate contracts, as required. This proposed contract for KCATA Route 152 service in 2016 may be amended or discontinued if in conflict at any time.

Impact/Analysis:

The transit program budget (\$277,000) in the approved FY2016 Transportation Sales Tax Fund includes transit costs for KCATA Route #152, KCATA Route #252, and OATS. These KCATA transit contracts are based on the calendar year; spanning parts of this fiscal year and next (the OATS contract is based on the City's Fiscal Year, subject to change). The total proposed 2017 (calendar year) transit program costs to the City of Lee's Summit for KCATA Route #152, KCATA Route #252, and OATS, would be approximately \$220,000. This contract for #152 Lee's Summit Commuter Express service and the KCATA administration fee for OATS contracted service by and between the City of Lee's Summit and OATS is \$100,632 of the estimated \$220,000 total transit program costs to the City in 2017. A one-time local match and use of available Lee's Summit FTA funds would be required to purchase new vehicles in support of the recommended OATS service. The local match for the proposed vehicle purchase is estimated around \$55,000. Total projected 2017 transit costs remain within budget and any discrepancy between contract costs and program funding will be proposed for next fiscal year, including appropriate amendments in the Capital Improvement Plan.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Park, City Traffic Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$100,632.00 AND COMMITMENT OF \$299,579.00 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR THE #152 - LEE'S SUMMIT COMMUTER EXPRESS SERVICE.

Committee Recommendation: [Enter Committee Recommendation text Here]

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$100,632 AND COMMITMENT OF \$299,579 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR THE #152 – LEE'S SUMMIT COMMUTER EXPRESS SERVICE.

WHEREAS, the Kansas City Area Transportation Authority ("KCATA") is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the KCATA District; and,

WHEREAS, the City Council of the City of Lee's Summit, Missouri ("City") desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens by providing a sound, efficient and viable public transportation system to its citizens; and,

WHEREAS, since 1999 the City of Lee's Summit contracted with the KCATA for the #152 – Lee's Summit Commuter Express bus service between Lee's Summit and downtown Kansas City, Missouri; and,

WHEREAS, the #152 bus service provides fixed schedule trips departing from Lee's Summit to downtown Kansas City, Missouri in the morning, and afternoon return trips; and,

WHEREAS, the City and the KCATA desire to enter into a cooperative agreement as set forth in the attached Contract for Transit Service for the #152 – Lee's Summit Commuter Express Service.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Contract for Transit Service by and between the City of Lee's Summit, Missouri and the Kansas City Area Transit Authority in the amount of \$100,632.00 and commitment of \$299,579.00 of Federal Transit Administration Section 5307 formula funds to the KCATA for the #152 – Lee's Summit Commuter Express Service, attached hereto and incorporated herein by reference, is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its adoption, passage and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this __ day of _____, 2017.

Mayor Randall L. Rhoads

BILL NO. 16-_____

ORDINANCE NO. _____

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Brian W. Head
City Attorney

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service and management of OATS contract and vehicles

LEE'S SUMMIT, MISSOURI

THIS CONTRACT, entered into this ____ day of ____, 2017, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **LEE'S SUMMIT, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997; and,

WHEREAS, the Community intends to enter into an agreement with OATS to provide public demand responsive service within the City of Lee's Summit beginning on April 1, 2017 with intentions of annual 12-month renewals and the Community desires for KCATA to manage this contract on behalf of the Community.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B", be operated by the KCATA for the period January 1, 2017, through December 31, 2017, unless sooner terminated under Paragraph "8" , "9" and "10" of this Contract.
2. The level of service as generally set forth in Attachment "B" shall not be changed or be modified without the consent of the Community.
3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.
4. The KCATA and the Community estimate the Community's total payment for the twelve-month service period (hereinafter referred to as "Local Share") to be **\$93,132**. This estimate is based on the following components of cost and revenue to applied to this Agreement:

Service Cost	\$ 366,773
Passenger Revenue	(\$77,100)
Estimated Total Deficit	\$ 289,673
Missouri State Funding	(\$ 4,301)
Lee's Summit 5307 Federal Funds	(\$213,708)
Local Operating Contribution	\$ 71,664
Local Capital Contribution	\$ 21,468
Total Local Share	\$ 93,132

5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$93,132**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share, or reimburse the Community for a portion of the Local Share previously paid.
6. It is the understanding of the parties that the community will obligate to the KCATA \$85,871 of its Federal Transit Administration section 5307 formula funds for the purpose of covering eligible capital expenses associated with the provision of public transportation services operated by KCATA. It is further agreed to by both parties that the KCATA will submit a grant application for the required Federal funding to the Federal Transit Administration and that, upon approval, the Federal Transit Administration will award the Federal 5307 funding required directly to the

KCATA.

7. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
 - a. The Community's monthly Local Share obligation will be one-twelfth of the Community's portion of the estimated total deficit amount.
 - b. The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be provided.
 - c. By the 20th of the month following the month in which service was provided, the KCATA will provide the Community with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail Local Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy and/or federal formula funding obligation required by the reconciliation will be invoiced at this time, to be paid within ten days.
 - d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c", will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "b" will require payment of the unexpended balance of the Community's Local Share.
8. When the estimated operating loss of \$289,673 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.
9. If for any reason the KCATA is unable to obtain Federal 5307 operating assistance, as provided for in Paragraph "4" of this Contract, the Community will be immediately notified and this contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
10. This contract may be terminated prior to its expiration with a formal notice from the Community that is received by KCATA at least 75 days prior to the proposed termination date. The Community will be responsible for its share of all contract

costs incurred by KCATA up to the termination date and for provision of Lee's Summit UZA Section 5307 Funds. The Community will be responsible for public notice and customer notification and comment requirements of any service changes that result from the termination.

11. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising there from.
12. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration in order to maintain its eligibility for financial assistance pursuant to the Federal Transit Act. In this regard, the Community agrees to cooperate with the KCATA in meeting said regulations and requirements, and will not require the KCATA to violate said regulations and requirements. The Community will also cooperate with reasonable requests of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
13. The Community, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.

B. Americans with Disabilities Act of 1990 Special Service Provision

Whereas a contractual relationship with Lee's Summit requires that the Community not require the KCATA to provide public transit services that are in conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:

1. The nature of the Metroflex service operated within Lee's Summit by the KCATA precludes the requirement under the Americans with Disabilities Act to provide complementary paratransit service.

C. OATS Contract Management Services

1. KCATA will manage the City’s transportation services agreement with OATS (a separate agreement from this agreement) for provision of demand responsive service in the City of Lee’s Summit. This contract is expected to be effective April 1, 2017, although activities related to item C 2 will occur before then.
2. KCATA will also procure six vehicles using Lee’s Summit’s Section 5307 funds (up to 85% of eligible costs) and local match provided by the City for this service. The City will own these vehicles and lease them to OATS for the public transit services operated by OATS. A separate agreement between the City and KCATA will contain details of the vehicle acquisition and the City / OATS lease will also be covered by a separate agreement.
3. OATS will submit an original and one copy of the invoice including any supporting documentation to ATA at the address listed below. Invoice will be reviewed and accepted by ATA in conjunction with the CITY. ATA will invoice the CITY for local match. Upon receipt of local match, ATA will make payment within thirty days to OATS for 100% of eligible operating expenditures. OATS will submit a final billing within forty-five days of completion of the termination of the Agreement.

Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, Missouri 64108
Attention: Jameson Auten

KCATA will charge a management fee of \$7,500 annually for this service.

D. Summary of Community Share of Costs

1. Fixed Route Commuter Services	\$93,132
2. Management of OATS Contract	<u>\$7,500</u>
Total Community Share of Cost	\$100,632

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____
Steven C. Klika, Chairman of the Board of Commissioners

ATTEST:

By: _____
Witness

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name & Title:

ATTEST:

By: _____
City Clerk

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
 - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
 - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
 2. Passenger types - definitions
 - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
 - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
 3. Computation of inter-city and intra-city passengers
 - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passengers ratios as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that community to total route passengers on the line.
 - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small,

or Metroflex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small or Metroflex) in the proportion of route miles per type of bus to total system miles for the same type of bus.

C. Indirect Operating Expenses - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or Metroflex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

D. Estimated Net Income or Loss - Intra-City Routes - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.

E. Allocation of Net Income or Loss on Inter-City Routes.

1. Suburban Express Routes

- a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers, and does not serve Kansas City, Missouri, intra-city passengers.
- b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.

2. Local Service Inter-City Routes

- a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
- b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.

- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
 - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
 - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.
- d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.

F. Capital Expense - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.

G. Enclave Communities - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.

H. For Service Implemented After December 31, 1997 – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Attachment, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc.

ATTACHMENT "B"

CITY OF LEE'S SUMMIT

CONTRACT SERVICE

One route will provide commuter express service between Lee's Summit City and downtown Kansas City, Missouri. Service is as follows:

Route #152—Lee's Summit Express, This route will provide commuter express transit service during the A.M. and P.M. peak commute periods, using forty foot passenger buses. The service will consist of four A.M. inbound trips, all operated with forty foot passenger buses, originating at the commuter park & ride lot at Chipman Road and 50 Highway and terminating in downtown/Crown Center, Kansas City, Missouri and four P.M. outbound trips, operated with forty foot passenger buses, originating in downtown/Crown Center, Kansas City, Missouri and terminating at the commuter park & ride lot at Chipman Road and 350 Highway.

Full Fare: \$3.00

Reduced Fare: \$1.50

Packet Information

File #: TMP-0334, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$21,922.00 AND COMMITMENT OF \$59,795 OF ITS FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR THE #252 - LEE'S SUMMIT METROFLEX CIRCULATOR SERVICE.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$21,922.00 AND COMMITMENT OF \$59,795 OF ITS FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR THE #252 - LEE'S SUMMIT METROFLEX CIRCULATOR SERVICE.

Key Issues:

- Since 2001, the City of Lee's Summit has offered a MetroFlex Circulator (Route #252) bus service under a contractual arrangement with the Kansas City Area Transportation Authority (KCATA).
- The service is an on-demand, curb to curb service, as opposed to a more traditional fixed route service. The service requires a 24-hour advance reservation.
- Key recommendations of the Transit Study were consolidate local, on-demand service from KCATA to OATS, and continue the fixed route commuter service.
- Proposed changes will: increase daily hours of service, increase the MetroFlex riders' service area to include all of Lee's Summit, reduce fares for OATS riders, and reduce costs to the City.
- This recommendation was reviewed and supported by the Public Works Committee and is reflected in the proposed transit contracts (MetroFlex, Commuter Express and OATS).
- MetroFlex will need to continue its service under contract with the City for period of time to allow proper and required notices prior to transferring service to OATS. All notices and advertising of service changes will be addressed by the KCATA.
- MetroFlex service would be discontinued April 1, 2017 and until such time operate the same in 2017 as it was in 2016. The cost for this service to Lee's Summit, all paid from the Transportation Sales Tax Fund, will be \$21,922 in 2017 to cover the time period from January 1 to April 1 when the service is replaced through a proposed contract with OATS.
- Lee's Summit will obligate \$59,795 of its Federal Transit Administration Funding allocation to the KCATA for

operating and capital costs associated with this transit service.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$21,922.00 AND COMMITMENT OF \$59,795 OF ITS FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR THE #252 - LEE'S SUMMIT METROFLEX CIRCULATOR SERVICE.

Background:

Though available to anyone, the MetroFlex (Route #252) bus serves primarily elderly and disabled residents who may not be able to drive or have access to ready transportation. Unlike a typical bus with a defined route, the Lee's Summit MetroFlex services is an advance reservation, curb to curb service, meaning that it will pick up individuals and drop them off at or near their origins or destinations within the contracted service area and within the contracted service schedule. Those that are interested in utilizing the service are asked to call the dispatcher 24 hours in advance of their trip. Trips include doctor's appointments, shopping, errands, and other similar purposes. A one-way fare has typically been \$1.50. In 2016, a one-way fare was \$1.50, reduced fares were available for senior citizens. The fare structure will remain the same in 2017, while in operation, as it was in 2016.

In 2016, the contracted service area was generally bound by Todd George Parkway to the east, I-470 to the north, Pryor Road to the west and Longview Road to the south. This service schedule operates from 7:30 AM to 5:30 PM, Monday through Friday. The service area and schedule will remain the same in 2017, while in operation, as it was in 2016.

The service requires a 24-hour advance reservation. Additional schedule, service area (map and description) and reservation contact information is available at the cityofls.net website or from the KCATA.

The majority of the cost for the service is covered through the City's Urbanized Transit (UZA) funding provided by the Federal Transit Administration and through state grants and revenue received from the fare box. In total, \$59,795 from the allocation of FTA funds to Lee's Summit will be obligated to the KCATA for this service to cover eligible capital and operating costs in 2017. The Lee's Summit FTA Section 5307 Fund allocation balance in 2016 was over \$1,000,000. The cost of service after FTA funding, State funding and revenue from fare is paid by the City through the Transportation Sales Tax. Last year the City paid \$82,711. The cost for service in 2017 (only a period of January 1 to April 1) would be \$21,922. The cost increase is about 6% for a quarter year compared to a quarter year of the previous contract. This increase in cost is due to increases in cost of service (e.g. maintenance, fuel and staff).

In 2000, the City of Lee's Summit initiated a Transit Demand Assessment to determine the need for additional transit services within the city. This study resulted in the establishment of the Lee's Summit MetroFlex circulator bus - #252 in 2001, to serve primarily the downtown core of the community.

In 2008, the City initiated another Transit Demand Assessment to determine if transit needs in the City of Lee's Summit have changed. The assessment pointed to a possible need to expand the current MetroFlex

service area to include Lee's Summit Hospital and the Summit Fair Shopping Center. Based on the study and discussions with the City Council, the service was expanded in 2010 to two buses operating from 7:30 a.m. to 5:30 p.m. within an area defined roughly by Tudor Road/I470 to the north, Todd George Parkway to the east, US 50/Longview Road to the south, and Pryor Road to the west. This boundary was changed again in 2013 to include a few blocks east of Todd George Parkway near Langsford Road (a commercial and multi-family area with ridership demand).

The most recent Lee's Summit transit study was completed in 2016. Recommendations from that study to enhance demand response public transportation and reduce transit program costs to the City included the discontinuation of MetroFlex in Lee's Summit and concurrently expand OATS transit services in Lee's Summit. The hours of operation, service boundary, and efficiency in service by one operator would increase transit capacity and reduce costs. The OATS contract is considered separately from this contract, but this contract and the other proposed transit contracts are integral (e.g. the proposed MetroFlex KCATA Route 252 service, the KCATA administration fees defined in the #152 Commuter Service contract, and OATS contract are related). The proposed demand response transit changes were reviewed and supported by the Public Works Committee.

Impact/Analysis:

The transit program budget (\$277,000) in the approved FY2016 Budget from the Transportation Sales Tax Fund includes transit costs for KCATA Route #152, KCATA Route #252, and OATS. These KCATA transit contracts are based on the calendar year; spanning parts of this fiscal year and next (the OATS contract is based on the City's Fiscal Year, subject to change). The total proposed 2017 (calendar year) transit program costs to the City of Lee's Summit for KCATA Route #152, KCATA Route #252, and OATS, would be approximately \$220,000. This contract for #252 Lee's Summit MetroFlex service and the KCATA administration fee for OATS contracted service by and between the City of Lee's Summit and OATS is \$21,922 of the estimated \$220,000 total transit program costs to the City in 2017. A one-time local match and use of available Lee's Summit FTA funds would be required to purchase new vehicles in support of the recommended OATS service. The local match for the proposed vehicle purchase is estimated around \$55,000. Total projected 2017 transit costs remain within budget and any discrepancy between contract costs and program funding will be proposed for next fiscal year, including appropriate amendments in the Capital Improvement Plan.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Park, City Traffic Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$21,922.00 AND COMMITMENT OF \$59,795 OF ITS FEDERAL TRANSIT ADMINISTRATION SECTION 5307

File #: TMP-0334, **Version:** 1

FORMULA FUNDS TO THE KCATA FOR THE #252 - LEE'S SUMMIT METROFLEX CIRCULATOR SERVICE.

Committee Recommendation: [Enter Committee Recommendation text Here]

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$21,922 AND COMMITMENT OF \$59,795 OF ITS FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR THE #252 - LEE'S SUMMIT METROFLEX CIRCULATOR SERVICE.

WHEREAS, the Kansas City Area Transportation Authority ("KCATA") is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the KCATA District; and,

WHEREAS, the City Council of the City of Lee's Summit, Missouri ("City") desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens by providing a sound, efficient and viable public transportation system to its citizens; and,

WHEREAS, since 2001 the City has offered a MetroFlex Circulator bus service in Lee's Summit under a contractual arrangement with the KCATA; and,

WHEREAS, the MetroFlex bus service offered, is an advance reservation, curb to curb service that will pick up individuals and drop them off near their origins of destination; and,

WHEREAS, the City and the KCATA desire to enter into a cooperative agreement as set forth in the attached Contract for Transit Service, and in particular for a Metroflex circulator bus to service a central area of the city.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Contract for Transit Service by and between the City of Lee's Summit, Missouri and the Kansas City Area Transit Authority in the amount of \$21,922.00 and commitment of \$59,795.00 of its Federal Transit Administration Section 5307 formula funds to the KCATA for the #252 – Lee's Summit Metroflex circulator service, attached hereto and incorporated herein by reference as though fully set forth herein, is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ___ day of _____, 2016.

Mayor Randall L. Rhoads

BILL NO. 16-_____

ORDINANCE NO. _____

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said City this _____ day of _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Brian W. Head
City Attorney

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service

LEE'S SUMMIT, MISSOURI

THIS CONTRACT, entered into this ____ day of ____, 2016, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **LEE'S SUMMIT, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B", be operated by the KCATA for the

period January 1, 2017, through March 31, 2017, unless sooner terminated under Paragraph "8", "9", and "10" of this Contract.

- 2. The level of service as generally set forth in Attachment "B" shall not be changed or be modified without the consent of the Community.
- 3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.
- 4. The KCATA and the Community estimate the Community's total payment for the three-month service period (hereinafter referred to as "Local Share") to be **\$21,922**. This estimate is based on the following components of cost and revenue to applied to this Agreement:

Service Cost	\$ 65,872
Passenger Revenue	<u>(\$ 1,500)</u>
Estimated Total Deficit	\$ 64,372
Missouri State Funding	(\$ 0)
Lee's Summit 5307 Federal Funds	<u>(\$ 45,919)</u>
Local Operating Share	\$ 18,453
Local Capital Share	<u>\$ 3,469</u>
Total Local Share	\$ 21,922

- 5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$21,922**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share, or reimburse the Community for a portion of the Local Share previously paid.
- 6. It is the understanding of the parties that the community will obligate to the KCATA \$13,876 of its Federal Transit Administration section 5307 formula funds for the purpose of covering eligible capital expenses associated with the provision of public transportation services operated by KCATA and \$45,919 of said funds for the purpose of covering eligible operating expenses associated with the provision of "Metroflex" service operated by KCATA within the community. It is further agreed to by both parties that the KCATA will submit grant applications for the required Federal funding to the Federal Transit Administration and that, upon approval, the Federal Transit Administration will award the Federal 5307 funding required directly to the KCATA.
- 7. The method of payment of the Local Share provided for in Paragraph "4" is as

follows:

- a. The Community's monthly Local Share obligation will be one-twelfth of the Community's portion of the estimated total deficit amount.
 - b. The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be provided.
 - c. By the 20th of the month following the month in which service was provided, the KCATA will provide the Community with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail Local Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy and/or federal formula funding obligation required by the reconciliation will be invoiced at this time, to be paid within ten days.
 - d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c" will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "b" will require payment of the unexpended balance of the Community's Local Share.
8. When the estimated total deficit of \$64,372 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.
 9. If for any reason the KCATA is unable to obtain Federal 5307 operating assistance, as provided for in Paragraph "4" of this Contract, the Community will be immediately notified and this contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
 10. This contract may be terminated prior to its expiration with a formal notice from the Community that is received by KCATA at least 75 days prior to the proposed termination date. The Community will be responsible for its share of all contract costs incurred by KCATA up to the termination date and for provision of Lee's Summit UZA Section 5307 Funds. The Community will be responsible for public notice and customer notification and comment requirements of any service changes

that result from the termination.

11. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising there from.
12. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration in order to maintain its eligibility for financial assistance pursuant to the Federal Transit Act. In this regard, the Community agrees to cooperate with the KCATA in meeting said regulations and requirements, and will not require the KCATA to violate said regulations and requirements. The Community will also cooperate with reasonable requests of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
13. The Community, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.

B. Americans with Disabilities Act of 1990 Special Service Provision

Whereas a contractual relationship with Lee's Summit requires that the Community not require the KCATA to provide public transit services that are in conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:

1. The nature of the Metroflex service operated within Lee's Summit by the KCATA precludes the requirement under the Americans with Disabilities Act to provide complementary paratransit service.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____
Steven C. Klika, Chairman of the Board of Commissioners

ATTEST:

By: _____
Witness

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name & Title:

ATTEST:

By: _____
City Clerk

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
 - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
 - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
 2. Passenger types - definitions
 - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
 - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
 3. Computation of inter-city and intra-city passengers
 - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passengers ratios as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that community to total route passengers on the line.
 - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or Metroflex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small or Metroflex) in the proportion of route miles per type of bus to total

system miles for the same type of bus.

- C. Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or Metroflex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.
- D. Estimated Net Income or Loss - Intra-City Routes** - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.
- E. Allocation of Net Income or Loss on Inter-City Routes.**
1. Suburban Express Routes
 - a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers, and does not serve Kansas City, Missouri, intra-city passengers.
 - b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.
 2. Local Service Inter-City Routes
 - a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
 - b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
 - c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated on the basis of operator cost per

hour of service multiplied by the actual time operated in each jurisdiction.

- (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
- (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.

- d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.

F. Capital Expense - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.

G. Enclave Communities - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.

H. For Service Implemented After December 31, 1997 – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Attachment, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc.

ATTACHMENT "B"

CITY OF LEE'S SUMMIT

CONTRACT SERVICE

One route will provide weekday service in a defined service zone within Lee's Summit City limits. Details of the service and service zone follow:

Route #252—Lee's Summit Circulator:

Route will provide demand-response transit service between the hours of 7:30 am and 5:30 pm, Monday through Friday, utilizing two, twelve-passenger buses operating within the defined service zone. The first bus will operate from 7:30 a.m. to 2:00 p.m. and the second from 11:00 am to 5:30 pm.

The service zone is generally bounded by Pryor Road on the west, I-470 (generally between Pryor Road and 291 Highway) and Scruggs Road on the north (between 291 Highway and Todd George Road), 291 Highway (between I-470 and Tudor Road), Greystone Drive, and Todd George Road on the east, and Longview Road, SW Persels Road, and 50 Highway on the south. Service to Lee's Summit Hospital (50 Highway and SE Todd George Road) is also included.

Travel arrangements must be requested by calling the KCATA "Metroflex" office (816-346-0802).

Full Fare: \$1.50

Reduced Fare: \$.75

Packet Information

File #: TMP-0335, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OATS, INC. FOR TRANSIT SERVICE EFFECTIVE APRIL 1, 2017 THROUGH DECEMBER 31, 2017 IN AN AMOUNT NOT TO EXCEED \$92,500 AND COMMITMENT OF AN AMOUNT NOT TO EXCEED \$148,000 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO OATS FOR TRANSIT SERVICE.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OATS, INC. FOR TRANSIT SERVICE EFFECTIVE APRIL 1, 2017 THROUGH DECEMBER 31, 2017 IN AN AMOUNT NOT TO EXCEED \$92,500 AND COMMITMENT OF AN AMOUNT NOT TO EXCEED \$148,000 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO OATS FOR TRANSIT SERVICE.

Key Issues:

- MARC, KCATA, and City of Lee's Summit recently completed a Transit Study for the City of Lee's Summit that recommended several changes to improve service and reduce costs.
- Key recommendations of the Transit Study were consolidate local, on-demand service from KCATA to OATS, and continue the fixed route commuter service.
- Proposed changes will: increase daily hours of service, increase the MetroFlex riders' service area to include all of Lee's Summit, reduce fares for OATS riders, and reduce costs to the City.
- These transactions involve federal transit funds allocated to the City for these services.
- To implement these changes and maximize the use of federal funds, the City must enter into a series of 3 agreements that include: on-demand transit services with OATS, continuation of KCATA transit services, and contract management services by KCATA.
- The costs of transit services were included in the approved Capital Improvement Plan - Transit Program for FY17 and approved by the City Council in the annual budget.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OATS, INC. FOR TRANSIT SERVICE EFFECTIVE APRIL 1, 2017 THROUGH DECEMBER 31, 2017 IN AN AMOUNT NOT TO EXCEED \$92,500 AND COMMITMENT OF AN AMOUNT NOT TO EXCEED \$148,000 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO OATS FOR TRANSIT SERVICE.

Background:

OATS, Inc. has provided on-demand door-to-door bus service with 24 hour advance notice within the City Limits of Lee's Summit for more than 10 years. OATS is no longer limited to serving the elderly, and now provides service to all residents regardless of age to any location within the City of Lee's Summit. The Kansas City Area Transit Authority (KCATA) also provides 2 routes: #252 (MetroFlex) provides on-demand services to the Lee's Summit core area and #152 is fixed route providing commuter service to downtown Kansas City.

OATS, Inc. initially started with one bus in operation on a 3 day per week service schedule. OATS was expanded in 2010 to a 5 day per week service on the basis of a 2008 Lee's Summit Transit Study. The service was expanded again in 2012 with two vehicles based on ridership demand. Hours of daily operation were 7:00 a.m. to 3:30 p.m. and the fare per one-way trip had been \$2.00.

A Lee's Summit Transit Study was most recently completed in 2016. This study recommended a consolidation of demand response transit services in Lee's Summit (KCATA MetroFlex and OATS). MetroFlex will be discontinued and OATS expanded to increase transit service at a reduced cost. The OATS schedule of operation will remain Monday through Friday (5 days per week), consistent with prior years and MetroFlex service. The OATS schedule of operation will be extended from 3:30 p.m. to 5:30 p.m. to accommodate the void in service formerly served by the MetroFlex schedule (7:30 a.m. to 5:30 p.m.). MetroFlex had a defined boundary within Lee's Summit that will be served in greater capacity to the City limits provided by OATS. In addition, OATS will provide service to Truman Medical Center. OATS had operated with two vehicles (sometimes three) in 2016 and MetroFlex had been in operation with two vehicles. The OATS service will utilize 5 or 6 vehicles as demand requires and maintain 1 or 2 vehicles in reserve among a total fleet of 7 vehicles to serve Lee's Summit. The OATS bus fare had been \$2.00 per one-way trip and MetroFlex had used a \$1.50 fare structure. The proposed OATS contract will use a \$1.50 fare per one-way trip to match the former MetroFlex fare and reduce financial burden to riders impacted by the service changes.

The OATS, Inc. service agreement is for the period April 1, 2017 thru December 31, 2017 and may be terminated with 30 days advance notice. Typically, a 12-month service agreement is expected and will be proposed annually. The initial year of expanded service will not begin until April 1 to allow for a transition and discontinuation of MetroFlex. Until April 1, the existing yearly contract with OATS executed in July 2016 will be used to avoid any service gap. Consideration of the KCATA contracts for #152 Commuter Express Service and MetroFlex are integral to the administration of OATS contract with the City, application of FTA funding for OATS service and maintaining the availability of services. KCATA will manage the application of FTA funding and payment to OATS for the OATS transit service provided to the City under this contract. The KCATA is the City's designated administrator of Lee's Summit allocated FTA 5307 funding.

The total costs of OATS service to Lee's Summit as proposed is not to exceed \$206,457.00 for the period beginning April 1, 2017 to December 31, 2017 (an annualized amount of \$275,275.00) based on six vehicle in daily operation, every day and every hour of potential service according to the service schedule. Actual costs will be based on hours each vehicle is in operation to serve actual demand. The total cost is reduced by fare collections, special contracts, etc. managed by OATS. The local cost of service is not to exceed \$185,000.00 (\$244,615.00 annualized) after accounting fares and other funding deductions contributed by OATS from the total cost of service. The local cost of service will be paid though the KCATA using the City allocated FTA 5307

funds and required local match. The current Lee's Summit FTA 5307 balance is over \$1,000,000 and the City would commit an amount not to exceed \$148,000 from its FTA 5307 funding for this OATS transit service. The Lee's Summit FTA 5307 funding amount will be determined based on actual costs of service as noted above and consider the allowable contributions by rule for operation and capital that may range from 50% to 80% of total local actual costs of service with the City's local match funding the balance of 100% of total local actual costs of service. Conservatively, the remaining local share, an amount not to exceed \$92,500 has been budgeted from the Transportation Sales Tax Fund.

The cost of this service is included in the approved Capital Improvement Plan - Transit Program for FY17 and approved by the City Council in the annual budget. The proposed changes in service that increase capacity, service area, schedule, efficiency, etc. will also reduce the overall transit budget.

Impact/Analysis:

The transit program budget (\$277,000) in the approved FY2017 Transportation Sales Tax Fund includes transit costs for KCATA Route #152, KCATA Route #252, and OATS. These KCATA transit contracts are based on the calendar year; spanning parts of this fiscal year and next (the OATS contract is based on the City's Fiscal Year, subject to change). The total proposed 2017 (calendar year) transit program costs to the City of Lee's Summit for KCATA Route #152, KCATA Route #252, and OATS, would be approximately \$220,000. This contract for OATS service is \$92,500 of the estimated \$220,000 total transit program costs to the City in 2017. A one-time local match and use of available Lee's Summit FTA funds would be required to purchase new vehicles in support of the recommended OATS service. The local match for the proposed vehicle purchase is estimated around \$55,000. Total projected 2017 transit costs remain within budget and any discrepancy between contract costs and program funding will be proposed for next fiscal year, including appropriate amendments in the Capital Improvement Plan.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Park, City Traffic Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OATS, INC. FOR TRANSIT SERVICE EFFECTIVE APRIL 1, 2017 THROUGH DECEMBER 31, 2017 IN AN AMOUNT NOT TO EXCEED \$92,500 AND COMMITMENT OF AN AMOUNT NOT TO EXCEED \$148,000 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO OATS FOR TRANSIT SERVICE.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OATS, INC. FOR TRANSIT SERVICE EFFECTIVE APRIL 1, 2017 THROUGH DECEMBER 31, 2017 IN AN AMOUNT NOT TO EXCEED \$92,500 AND COMMITMENT OF AN AMOUNT NOT TO EXCEED \$148,000 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO OATS FOR TRANSIT SERVICE.

WHEREAS, OATS, Inc. provides on-demand door-to-door public transportation service with 24 hour advance notice within the City Limits of Lee's Summit; and,

WHEREAS, OATS, Inc. service agreement is for the period April 1, 2017 thru December 31, 2017 and may be terminated with advance notice and renewals for 12-month service are expected with each contract reviewed by City Council annually; and,

WHEREAS, the City's payment out of City funds for agreement for services in 2017 would not exceed \$92,500 and actual costs are paid monthly based on hours of operation to meet ridership demands; and,

WHEREAS, the cost of this service is included in the approved Capital Improvement Plan - Transit Program for FY17 and approved by the City Council in the annual budget.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby approves the agreement for transit service by and between the City of Lee's Summit, Missouri and OATS, Inc., which is attached hereto and incorporated by reference as if fully set forth herein, and authorizes the execution of the same by the City Manager.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Brian W. Head, City Attorney

Transportation Service Agreement

This Agreement made by and between the City of Lee's Summit, Missouri a municipal corporation, (hereinafter called CITY) and OATS, Incorporated, a private not-for-profit Corporation organized under the laws of the state of Missouri, (hereinafter called OATS). This agreement also makes reference to the Kansas City Area Transportation Authority (hereinafter called ATA).

WITNESSETH:

WHEREAS, CITY desires general demand response public transportation for its residents and;

WHEREAS, OATS is prepared to provide said professional services and shall give consultation and advice to CITY during the performance of said services;

WHEREAS, CITY intends to enter into an agreement with ATA to provide management of this agreement on behalf of CITY.

Now, **THEREFORE**, CITY and OATS in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1 - GOVERNING LAW

This Agreement shall be governed by the laws of the state of Missouri.

ARTICLE 2 - EFFECTIVE DATE

The effective date of this Agreement shall be April 1, 2017.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONTRACTOR

A. Service Delivery Plan

1. OATS shall provide Non-Emergency Demand Response Public Transportation for the City of Lee's Summit. OATS recognizes that transports covered by this Agreement will only be made within the city limits of Lee's Summit corporate boundary except that transports to and from the Truman Medical Center that begin or end within the Lee's Summit city limits are included. This shall constitute the description of Service Area.

2. OATS will provide Non-Emergency Demand Response Public Transportation in accordance with the scope of services herein for compensation defined in Article 5. . Trip purpose includes various needs to and from various locations within the Service Area. A fare of \$1.50 is collected for each one-way trip and will be administered by OATS to be used to fund the service and reduce the cost of service to CITY.
3. The public transportation service shall be operated under the name provided by CITY to OATS.
4. West Region Office Staff will take reservations from people located within the Service Area by 3:00 p.m. the previous day and this constitutes a minimum 24-hour advance reservation. Trips can be scheduled no more than 2 weeks in advance.
5. OATS service shall be available within the Service Area from 7:00 a.m. to 5:30 p.m. Monday through Friday, except for OATS recognized paid holidays, on a space available basis. This shall constitute the description of Service Schedule
6. OATS shall provide the following services:
 - (a) Curb-to-curb transportation. Door-to-door service is provided for riders who need the additional assistance (seniors, people with disabilities, etc.)
 - (b) Sequence, arrange and assign requests for delivery and will call returns.
 - (c) Maintain data as necessary
 - (d) Telephone service from 7:00 a.m. to 5:00 p.m. Monday through Friday will be provided by West Region Staff.
7. OATS shall recognize the following paid holidays:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	
8. Transportation services may be cancelled any time the Lee's Summit School District cancels-classes due to weather. OATS staff shall notify the CITY directly in the case where OATS decides to cancel the transportation service when school is not in session during the inclement weather event.
9. OATS shall provide the CITY and ATA with ridership data from services performed under this Agreement, a Certificate of Good Standing and Annual Registration Report.

B. Vehicles

1. OATS shall provide a fleet of no less than seven (7) vehicle(s) for the Service Delivery Plan of which five (5) or six (6) vehicle(s) shall be in operation on a daily basis according to the Service Schedule as trip demands require and one (1) or two (2) vehicles(s) may be available in reserve capacity as needed.

2. Six (6) new vehicles are required in the existing vehicle fleet to provide this service and shall be procured by the Kansas City Area Transportation Authority (ATA) using Federal Transit Administration (FTA) grants. City shall provide the local share as required by FTA grants in payment to the ATA according to applicable terms of separate contract between the CITY and ATA covering the ATA administration of OATS services provided by this Agreement. City will own these vehicles, and lease to OATS.
3. ATA shall be the lien holder on the vehicles procured under Article 3, Section B.2 with the CITY the 2nd lien holder.
4. OATS agrees to pay City the sum of one dollar (\$1.00) per year per vehicle procured under Article 3, Section B.2, to lease these vehicles. The lease term shall be consistent with the terms of this contract described in Article 5.
5. All vehicles including those procured under Article 3, Section B.2, necessary to provide this service will be used, maintained and repaired by OATS in accordance with the existing rules and regulations of OATS and the CITY. Usage of the vehicles by OATS to provide public transportation service shall be limited to those uses specifically authorized by the CITY and none other.
6. During the lease, any lettering on the exterior of the vehicles shall be done only upon mutual agreement of OATS and the CITY except that OATS, Inc. is required by law to affix a Missouri Division of Transportation sticker and a small sign denoting the vehicles are operated by OATS.
7. Normal operating costs, vehicle maintenance and upkeep will be the responsibility of OATS for all vehicles used to provide service under this Agreement.
8. Vehicles procured under Article 3, Section B.2, shall be returned to the City at the termination of the lease in the same condition as received except for normal usage.
9. ATA and the CITY grant OATS the right to install on the vehicle any safety equipment required under the rules and regulations of the OATS. Such safety equipment shall remain the property of the OATS. OATS shall have the option to purchase said safety equipment upon termination of the lease.
10. OATS will not be responsible for any preexisting mechanical condition of the vehicles as mutually determined by inspection at the lease inception and agreed upon in writing as attached hereto.
11. OATS will not be held responsible for any depreciation during the lease period.
12. OATS is responsible for licensing all vehicles used to provide service under this Agreement.

13. This section of the Transportation Service Agreement constitutes the Vehicle Lease Agreement as required by the Federal Motor Carrier regulations. A statement as provided for in 376.11(c)(2) of the FMC regulations is carried on the leased vehicle(s) in lieu of a signed copy of the lease.

C. Drivers

1. OATS shall provide drivers and support services in order to operate the aforementioned vehicles on a daily basis in accordance with the Service Delivery Plan as trip demands require.
2. All drivers shall be over the age of 25 years. No driver shall be employed or retained who has in excess of 4 points assessed to their State of Missouri Drivers License.
3. All drivers shall be required to pass a U.S. Department of Transportation physical prior to employment. The Medical Examiners Certificate card must be carried by OATS drivers at all times.
4. All drivers shall be required to have defensive driving self-instruction, blood borne pathogen, wheelchair securement, child restraints, anti-lock brakes, safe transportation under ADA, evacuation and Department of Transportation alcohol and drug rule training within the first 90 days of employment. All drivers shall be required to have first aid, CPR, evacuation, defensive driving, backing and passenger assistance techniques (PAT) training within the first year of employment and every year thereafter except CPR.
5. All drivers shall wear a picture badge while on duty and any issued uniform clothing with the OATS logo or applicable logo for the service if named and identified differently than OATS under Article 3, Sections A.3

ARTICLE 4 - CONTRACT TERM AND RENEWAL

This contract shall commence on the effective date and end on December 31, 2017. The contract term may be extended at the CITY's discretion for additional one-year periods provided that CITY gives written notice to OATS on or before November 1 and OATS agrees to the extension prior to the end of any term.

ARTICE 5 – FINANCIAL TERMS

A. Compensation

1. For services performed, OATS will provide an itemized billing on a thirty (30) day cycle to CITY and ATA for services provided to the CITY for non-emergency demand response public transportation. ATA will pay OATS a rate of \$28.00 per hour per vehicle in operation of transit service during the Service Schedule within the Service Area and CITY shall pay ATA the local share not covered by the CITY allocation of

FTA Section 5307 Funds in accordance with terms of contract between the CITY and ATA. In the absence of contract between the CITY and ATA for administrative services by ATA to process the compensation of OATS services to CITY, the CITY shall be invoiced directly from OATS and CITY is obligated to pay OATS for services rendered to CITY. This rate includes ambulatory and wheelchair service and other various trip purposes. This rate is based on a gasoline price of \$2.00 per gallon. For every \$0.50 increase or decrease in the cost of gasoline, the rate will be increased or decreased by \$1.00. The average cost for gasoline will be evaluated monthly based on an analysis of the company-wide negotiated payment agreement (which is generally less than pump price.)

2. OATS drivers shall record the cash fare of a \$1.50 collected for each one-way trip for each passenger on daily manifest.
3. The total amount of compensation for services to be provided under this Agreement is not to exceed \$185,000, of which approximately 50% will be funded from Federal Transit Administration Section 5307 Funds, CFDA 20.507 administered by the ATA and approximately 50% will be funded from City. Additional estimated funds to pay for this service such as fare collections, special contracts, etc. have been deducted from the total amount represented above. The total amount of compensation is based on a maximum operational capacity consisting of six (6) vehicles in demand 10.5 hours per day Monday through Friday, except recognized holidays, for the full contract term.

B. Payment Method

1. OATS will submit an original and one copy of the invoice including any supporting documentation to ATA at the address listed below. Invoice will be reviewed and accepted by ATA in conjunction with the CITY. ATA will invoice the CITY for local match. Upon receipt of local match, ATA will make payment within thirty days to OATS for 100% of eligible operating expenditures. OATS will submit a final billing within forty-five days of completion of the termination of the Agreement.

Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, Missouri 64108
Attention: Jameson Auten

ARTICLE 6 - STANDARD OF CARE

OATS shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances.

OATS drivers shall adhere to the OATS, Inc. Policy on Transporting Individuals using Wheelchairs or Other Mobility Aids as it now exists and as amended in the future, and comply with the Americans with Disabilities Act (ADA) to assure compliance while protecting both the rider and the driver.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

OATS shall indemnify and hold CITY harmless from and against any and all claims, and/or liabilities of any kind or nature whatsoever arising from actions connected with services provided by or at the direction of OATS, including the cost of reasonable attorney fees and other expenses incurred by or assessed against OATS or the CITY.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, OATS shall maintain insurance in all categories mandated by Federal, State and Local regulations. OATS shall provide CITY a Certificate of Insurance.

Lessee will provide insurance coverage on the vehicles with minimum limits as follows: \$2,000,000.00 – Auto Liability, Combined Single Limit and \$50,000 – Uninsured/Underinsured Motorist, Combined Single Limit.

ARTICLE 9 –FEDERAL TRANSPORTATION ADMINISTRATION REQUIREMENTS

A list of federal requirements generally applicable to the service is attached and is incorporated for all purposes in Appendix A.

ARTICLE 10 -TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

CITY may terminate or suspend performance of this Agreement for CITY' s convenience upon written notice to OATS. OATS shall terminate or suspend performance of the Services on a schedule acceptable to CITY. If termination or suspension is for CITY's convenience, CITY shall pay OATS for all the Services performed until the date of the termination by the CITY or suspension expenses. Upon restart, an equitable adjustment shall be made to OATS's compensation.

The execution of this Agreement shall terminate any and all existing effective agreements between the CITY and OATS that provide similar demand-response public transportation, unless specifically considered otherwise.

ARTICLE 11 - NOTICES

Any communication required by this Agreement shall be made in writing to the address specified below:

OATS:

Dorothy Yeager
Executive Director
OATS, Incorporated
2501 Maguire Blvd
Columbia, MO 65201

CITY:

Michael Park
City Traffic Engineer
City of Lee’s Summit, Missouri
220 SE Green St.
Lee’s Summit, MO 64063

Nothing contained in this Article shall be construed to restrict the transmissions of routine communications between representatives of OATS and CITY.

ARTICLE 12 - WAIVER

A waiver by either CITY or OATS of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 13 - ASSIGNMENT

Neither CITY nor OATS shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

IN WITNESS WHEREOF, CITY and OATS, by and through their authorized officers, have made and executed this Agreement.

CITY OF LEE’S SUMMIT, MO

OATS, INC.

By _____
Stephen Arbo, City Manager

By _____
Dorothy Yeager, Executive Director

Date _____

Date _____

Appendix A Federal Requirements

1. BREACH OF CONTRACT; REMEDIES

- A. If SERVICE PROVIDER shall fail, refuse or neglect to comply with the terms of this AGREEMENT, such failure shall be deemed a total breach of AGREEMENT and the SERVICE PROVIDER shall be subject to legal recourse by CITY, plus costs resulting from failure to comply including the CITY's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this AGREEMENT and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by CITY shall constitute a waiver of any right or duty afforded under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

2. CIVIL RIGHTS

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the SERVICE PROVIDER agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the SERVICE PROVIDER agrees to comply with the provisions of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA recipients," 05-13-07 and other applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this AGREEMENT:
 - 1. **Race, Color, National Origin or Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the SERVICE PROVIDER agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect the activities undertaken in the course of the AGREEMENT. The SERVICE PROVIDER agrees to take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SERVICE PROVIDER agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. §5332, the SERVICE PROVIDER agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SERVICE PROVIDER agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 et seq., the SERVICE PROVIDER agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and U.S. Department of Transportation regulations, “Americans with Disabilities(ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

D. **Environmental Justice.** Except as the Federal Government determines otherwise in writing, the SERVICE PROVIDER agrees to promote environmental justice by:

1. Following and facilitating compliance with Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note, and
2. Following DOT Order 5620.3, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This AGREEMENT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent.
- B. The SERVICE PROVIDER shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age in the performance of this AGREEMENT. The SERVICE PROVIDER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted AGREEMENT. Failure by the SERVICE PROVIDER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as CITY deems appropriate. Each subcontract the SERVICE PROVIDER signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- C. The SERVICE PROVIDER may not substitute, remove or terminate a DBE subcontractor without CITY’s prior written consent. Written consent of termination may be given if the SERVICE PROVIDER has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the SERVICE PROVIDER must give notice in writing to the DBE subcontractor, with a copy to CITY, of its intent to request to terminate and/or substitute, and the reason for the request. The SERVICE PROVIDER must give the DBE five days to respond to the SERVICE PROVIDER’s notice and advise CITY and the SERVICE PROVIDER of the reasons, if any, why it objects to the proposed termination of its subcontract and why CITY should not approve the SERVICE PROVIDER’s action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

4. EMPLOYEE PROTECTIONS

- A. **Public Transportation Employee Protective Arrangements (Standard).** To the extent that the FTA determines that transit operations are involved, the SERVICE PROVIDER agrees to carry out the transit operations work on this AGREEMENT in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this AGREEMENT and to meet guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of Labor to the FTA, the employee protective requirements of 49 U.S.C. § 5333(b) (formerly

known as Section 13(c) of the Federal Transit Act), and the U.S. Department of Labor certification applicable to the grant from which Federal assistance is provided to support work on this AGREEMENT. The SERVICE PROVIDER agrees to carry out that work in compliance with the conditions stated in that U.S. Department of Labor certification which is incorporated in and made part of this AGREEMENT.

- B. Public Transportation Employee Protective Arrangements (for Elderly and Disabled Transportation).** If the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements are necessary or appropriate on work performed under this AGREEMENT, the SERVICE PROVIDER agrees to comply with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C § 5333(b) (formerly known as Section 13(c) of the Federal Transit Act), U.S. Department of Labor (“DOL”) guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to the FTA, applicable to the grant from which Federal assistance is provided to support work on this AGREEMENT. The SERVICE PROVIDER agrees to perform transit operations in connection with the underlying AGREEMENT in compliance with the conditions stated in that U.S. DOL letter. The SERVICE PROVIDER agrees to comply with U.S. DOL’s certification of public transportation employee protective arrangements for the Project, dated as displayed on the underlying Grant Agreement.

5. ENVIRONMENTAL REGULATIONS

- A. Clean Water.** The SERVICE PROVIDER agrees to comply with all applicable standards, orders, or regulations issued under Section 508 of the Clean Water Act, as amended, 33 U.S.C. Section 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377. The SERVICE PROVIDER agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this AGREEMENT to report any violation of these requirements resulting from any project implementation activity to CITY. The SERVICE PROVIDER understands that CITY will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. Energy Conservation.** The SERVICE PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* The SERVICE PROVIDER agrees to include the requirements of this clause in all subcontracts under this AGREEMENT.
- C. Clean Air Requirements for Transit Operations.** The U.S. EPA imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the SERVICE PROVIDER agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project including all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable provisions of the Clean Air Act, as amended, 42

U.S.C. Sections 7401 through 7671q: “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and “Fuel Economy of Motor Vehicles,” 40 CFR Part 600. The SERVICE PROVIDER agrees to report, and to require each subcontractor at any tier receiving more than \$100,000 from this AGREEMENT to report, any violation of these requirements resulting from any project implementation activity to CITY. CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

- D. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the SERVICE PROVIDER agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The SERVICE PROVIDER also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

6. FEDERAL REQUIREMENTS

- A. **Changes.** SERVICE PROVIDER shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the AGREEMENT, as they may be amended or promulgated from time to time during the term of this AGREEMENT. SERVICE PROVIDERS’ failure to so comply shall constitute a material breach of this AGREEMENT.

B. Debarment and Suspension Certification.

1. The SERVICE PROVIDER, its principals and any affiliates, shall certify that it is not included in the “U.S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs,” as defined in 2 CFR Part 200, Subpart C. The SERVICE PROVIDER must apply DOT’s debarment and suspension requirements to itself and each third party contractor at every tier to the extent required by DOT’s regulations that incorporate the requirements of Office of Management and Budget (OMB), “Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” 2 CFR Part 180.
2. The SERVICE PROVIDER agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
3. The SERVICE PROVIDER agrees to provide CITY a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

4. The SERVICE PROVIDER agrees to collect a debarment and suspension certification from the prospective third party contractor, or include a clause in the third party contract requiring disclosure and check the Excluded Parties List System (EPLS) that is now a part of the System for Awards Management (SAM) located at www.sam.gov.
- C. **Disclaimer of Federal Government Obligation or Liability.** The SERVICE PROVIDER, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the SERVICE PROVIDER, or any other party (whether or not a party to this AGREEMENT) pertaining to any matter resulting from this AGREEMENT. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.
- D. **Incorporation of Federal Transit Administration (FTA) Terms.** The provisions in this AGREEMENT include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the AGREEMENT. SERVICE PROVIDER shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests that would cause CITY to be in violation of the FTA terms and conditions. The SERVICE PROVIDER agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.
- E. **ANNUAL AUDITS:** The SERVICE PROVIDER agrees to have an annual audit conducted in accordance with 2 CFR 200 (previously referred to as OMB Circular A-133) if Federal award expenditures are \$750,000 or more in the past fiscal year. A copy of the 2 CFR 200 required audit is to be submitted to the CITY within thirty (30) days of receiving the audit report or nine (9) months after the end of the audit period, whichever occurs earlier.
- (A) The SERVICE PROVIDER shall permit the CITY and the FTA, or any of their representatives or designees, to inspect all vehicles, facilities and equipment purchased by the SERVICE PROVIDER as part of the project, all transportation services rendered by the SERVICE PROVIDER by the use of such vehicles, facilities and equipment, and all relevant project data and records.
 - (B) In addition, the CITY and the FTA, or any of their representatives or designees, shall have full access to and the right to examine, during normal

business hours and as often as the CITY or the FTA deems necessary, all of the SERVICE PROVIDER's records with respect to all matters covered by this Agreement. Such rights shall last for three (3) years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this Agreement is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the SERVICE PROVIDER retains ownership or possession of such property. All documents, papers, accounting records and other material pertaining to costs incurred in connection with the project shall be retained by the SERVICE PROVIDER for three (3) years from the date of final payment to facilitate any audits or inspections.

F. Federal Funding Accountability and Transparency Act of 2006: The Grantee shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

G. National Intelligent Transportation Systems Architecture and Standards. The SERVICE PROVIDER agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and SERVICE PROVIDER agrees to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *Fed. Reg.* 1455, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

7. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. The SERVICE PROVIDER acknowledges that the provisions of 49 U.S.C. Section 5323(1) extends the criminal fraud provisions of 18 U.S.C. Section 1001 to all certificates, submissions, or statements made in connection with any program financed under the Federal transit program. In addition, the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sections 3801 *et seq.*, and DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to any false or fraudulent statement or claim made under the Federal transit program.

B. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying AGREEMENT, the SERVICE PROVIDER certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this AGREEMENT. In addition to other penalties that may be applicable, the SERVICE PROVIDER further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose

the penalties of the Program Fraud Civil Remedies Act of 1986 on the SERVICE PROVIDER to the extent the Federal Government deems appropriate.

- C. The SERVICE PROVIDER also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this AGREEMENT, the Government reserves the right to impose on the SERVICE PROVIDER the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n) (1), to the extent the Federal Government deems appropriate.
- D. The SERVICE PROVIDER agrees to include these clauses in each subcontract under this AGREEMENT, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. GOVERNING LAW

This AGREEMENT shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this AGREEMENT, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

9. HEADINGS

The headings included in this AGREEMENT are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

10. INDEMNIFICATION

- A. To the fullest extent permitted by law, SERVICE PROVIDER agrees to and shall indemnify, defend and hold harmless CITY, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of SERVICE PROVIDER, SERVICE PROVIDER'S subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this AGREEMENT, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

- B. In claims against any person or entity indemnified under this section, by an employee or SERVICE PROVIDER, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the SERVICE PROVIDER, SERVICE PROVIDER'S subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against SERVICE PROVIDER arising out of or resulting from the acts of SERVICE PROVIDER in performing work under this AGREEMENT, SERVICE PROVIDER shall promptly notify CITY of such suit.
- C. If any action at law or suit in equity is instituted by any third party against CITY or its commissioners, officers or employees arising out of or resulting from the acts of SERVICE PROVIDER, SERVICE PROVIDER'S subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this AGREEMENT, and if SERVICE PROVIDER has failed to provide insurance coverage to CITY against such action as required herein or otherwise refuses to defend such action, CITY shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that CITY shall give the SERVICE PROVIDER advance notice of any proposed compromise or settlement.
- D. CITY shall permit SERVICE PROVIDER to participate in the defense of any such action or suit through counsel chosen by the SERVICE PROVIDER, provided that the fees and expenses of such counsel shall be borne by SERVICE PROVIDER. If CITY permits SERVICE PROVIDER to undertake, conduct and control the conduct and settlement of such action or suit, SERVICE PROVIDER shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to CITY. SERVICE PROVIDER shall promptly reimburse CITY for the full amount of any damages, including fees and expenses of counsel for CITY, incurred in connection with any such action.

11. LOBBYING

- A. The SERVICE PROVIDER is bound by its certification to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, and 49 CFR Part 20. The SERVICE PROVIDER agrees to comply with this requirement throughout the term of the AGREEMENT.
- B. The SERVICE PROVIDER agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000, under this AGREEMENT and to obtain the same certification and disclosure from all subcontractors (at all tiers).

12. TRANSIT ASSET MANAGEMENT

Unless FTA determines otherwise in writing, the SERVICE PROVIDER agrees to develop a Transit Asset Management Plan that complies with the Federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), as amended by MAP-21, Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. § 5326(d), as amended by MAP-21, and Performance Measures and Targets required to be issued by 49 U.S.C. § 5326(c)(1), as amended by MAP-21, other applicable Federal laws and regulations.

13. INSURANCE

- A. In addition to other insurance requirements that may apply, the SERVICE PROVIDER agrees to comply with the flood insurance purchase provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction having an insurable cost of \$10,000 or more, or an acquisition having an insurable cost of \$10,000 or more. It will comply with the insurance requirements normally imposed by its State and local laws, regulations, and ordinances, except as the Federal Government determines otherwise in writing.
- B. The SERVICE PROVIDER agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000, under this AGREEMENT and to obtain the same certification and disclosure from all subcontractors (at all tiers).

14. PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of SERVICE PROVIDER, CITY or of a local public body who has participated or will participate in the selection, award, or administration of this AGREEMENT, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof, to any share or part of this AGREEMENT, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the AGREEMENT, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly-owned corporation.

15. RECORD RETENTION AND ACCESS

- A. The SERVICE PROVIDER agrees that, during the course of this AGREEMENT and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this AGREEMENT. In the event of litigation or settlement of claims arising from the

performance of this AGREEMENT, the SERVICE PROVIDER agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.

- B. The SERVICE PROVIDER shall, in accordance with 49 U.S.C. Section 5325(g), permit CITY, the Federal Transit Administration and Department of Transportation officials, the Comptroller General of the United States, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the SERVICE PROVIDER relating to its performance under this AGREEMENT.
- C. The SERVICE PROVIDER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16. PROCUREMENT

- A. The SERVICE PROVIDER agrees to comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements.
- B. The SERVICE PROVIDER agrees to comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third party procurements in effect now and as may be later amended and to follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” and amendments thereto, to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing

17. SEAT BELT USE POLICY

The SERVICE PROVIDER is encouraged to comply with terms of Executive Order No. 13043 “Increasing Seat Belt Use in the United States” and is encouraged to include those requirements in each subcontract awarded for work relating to this Contract.

18. SEVERABILITY

If any clause or provision of this AGREEMENT is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect. In lieu of each clause or provision of this AGREEMENT that is illegal, invalid, or unenforceable, there shall be added as a part of this AGREEMENT, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

19. TERMINATION

- A. **Termination for Convenience.** The CITY may terminate this AGREEMENT, in whole or in part, at any time by written notice to the SERVICE PROVIDER when it is in CITY’s best interest. Upon such termination the SERVICE PROVIDER shall be entitled to

compensation for PROJECT activities in accordance with this AGREEMENT which were incurred prior to the effective date of the termination, but not exceeding the federal funds ceiling set forth in the AGREEMENT.

- B. Termination for Default.** If the SERVICE PROVIDER fails to perform in the manner called for in the AGREEMENT, or if the SERVICE PROVIDER fails to comply with any other provisions of the AGREEMENT, CITY may terminate this AGREEMENT for default. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in the AGREEMENT.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.

- C. Funding Contingency.** This AGREEMENT is subject to financial assistance provided by the U.S. Department of Transportation; the SERVICE PROVIDER agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require CITY to terminate the Agreement.

- D. Opportunity to Cure.** CITY in its sole discretion may, in the case of a termination for breach or default, allow the SERVICE PROVIDER an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If SERVICE PROVIDER fails to remedy to CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within the time period permitted, CITY shall have the right to terminate the AGREEMENT without any further obligation to SERVICE PROVIDER. Any such termination for default shall not in any way operate to preclude CITY from also pursuing all available remedies against SERVICE PROVIDER and its sureties for said breach or default.

- E. Waiver of Remedies for any Breach.** In the event that CITY elects to waive its remedies for any breach by SERVICE PROVIDER of any covenant, term or condition of this AGREEMENT, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

20. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, CITY encourages its SERVICE PROVIDERS to promote policies and initiatives for its employees and other personnel that adopt and promote

safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

21. TRANSIT OPERATION RESTRICTIONS

- A. **Charter Service Operation.** The SERVICE PROVIDER agrees to comply with 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, which provide that SERVICE PROVIDERS and SERVICE PROVIDERS of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service agreement required by these regulations is incorporated by reference and made part of this AGREEMENT.
- B. **Buy America** – The Grantee agrees to abide by the provisions of the Buy America requirements in 49 CFR Subtitle B, Part 661.
- C. **Drug Use and Testing and Alcohol Misuse and Testing.*** SERVICE PROVIDERS providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.
1. The SERVICE PROVIDER agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations.
 2. The SERVICE PROVIDER agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655, and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or CITY, to inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 CFR Part 40 and Part 655.
 3. If the SERVICE PROVIDER is unwilling or unable to comply with the regulations, CITY reserves the right to discontinue using the SERVICE PROVIDER for safety-sensitive duties. SERVICE PROVIDERS that bid on safety-sensitive work will be considered non-responsive if they do not have or are not able to supply documentation that a DOT/FTA compliant drug and alcohol-testing program has been established.
- D. **Substance Abuse/Drug-Free Workplace.** The SERVICE PROVIDER to agrees to comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103 *et seq.*, the U.S. DOT regulations, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 C.F.R. part 32, and any amendments to those regulations when they are issued, and follow and facilitate compliance with U.S. OMB guidance, "Government-wide Federal Transit Laws," specifically 49 U.S.C. § 5331, as amended by MAP-21.

E. **School Bus Operations.** The SERVICE PROVIDER will not use FTA assisted facilities or equipment to support exclusive school bus operations except as permitted by 49 U.S.C. § 5323(f) or (g) and FTA regulations “School Bus Operations,” 49 CFR Part 605, to the extent consistent with 49 U.S.C § 5323 (f) or (g).

F. **Protection of Animals.** A third party contractor providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 *et seq.*, and Department of Agriculture regulations, “Animal Welfare,” 9 CFR Subchapter A, Parts 1, 2, 3, and 4

G. **Reporting Requirements.**

1. The SERVICE PROVIDER agrees to provide quarterly reports specified in paragraph 5 of this AGREEMENT. In addition, CITY is required to report to the FTA annually program performance measures and activities. Accordingly, the SERVICE PROVIDER agrees to provide CITY with any additional or follow-up information reasonably requested by CITY, in order to meet CITY’s FTA reporting requirements
2. The SERVICE PROVIDER agrees to collect and maintain all data, using proper procedures, requested by CITY for compliance with the "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630, which includes various reports required for FTA's national transit database. The SERVICE PROVIDER shall submit the requested information to CITY no later than April 1st for the previous calendar year.
3. SERVICE PROVIDER's failure to properly collect, maintain, and submit the data will be considered a breach of contract. In addition, the SERVICE PROVIDER shall be liable to CITY for any federal funds not allocated to CITY due to a lack of, or deficient data, or improper procedures **used by the SERVICE PROVIDER.**

* **Drug and Alcohol Testing.** SERVICE PROVIDERS that receive only Section 5310 program assistance are not subject to FTA’s drug and alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver’s licenses (49 CFR Part 382).

Packet Information

File #: TMP-0342, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR CAPITAL EQUIPMENT CFDA 20.507 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA).

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR CAPITAL EQUIPMENT CFDA 20.507 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA).

Key Issues:

- The City of Lee's Summit proposes to expand OATS transit service and enter into contract with the KCATA for transit management of OATS services provided in Lee's Summit.
- The OATS service requires additional capital equipment, more specifically the purchase of vehicles.
- The KCATA intends to procure the necessary vehicles for OATS transit service in Lee's Summit using the City's allocation of FTA funds.
- The use of City of Lee's Summit allocated FTA funds requires a local match of 15%-20% for capital equipment.
- The local match is funded in the approved budget for transit services in the City of Lee's Summit CIP.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR CAPITAL EQUIPMENT CFDA 20.507 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA).

Background:

A portion of the City of Lee's Summit has been designated as an Urbanized Transit Area (UZA) by the Federal Transit Administration. This designation has allowed the City to take advantage of FTA funds to subsidize the annual cost of transit service. A portion of the allocation of FTA funds to Lee's Summit will be obligated to the KCATA for the services provided under this Agreement to cover eligible capital costs in 2017. The capital equipment costs are for the procurement of vehicles to provide desired OATS transit service under contract with the City.

The Lee's Summit FTA Section 5307 Fund allocation balance (including Section 5339 Capital Funds) in 2016 was over \$1,000,000. The City pays for the local match from its Transportation Sales Tax fund. The local match for capital equipment is 15% to 20% of the total cost. The local match for the proposed vehicle purchase is estimated around \$55,000.

The KCATA has also submitted a proposed management fee of \$7,500 for the administration of a contract between the City of Lee's Summit and OATS. The management fee is contained within the agreement for transit services between the City and KCATA (referencing Commuter Express Route 152). As the designated administrator of Lee's Summit's FTA funds, the KCATA would apply available FTA funding and necessary administrative requirements of the FTA towards the OATS transit services contracted by the City and vehicles procured by use of City FTA funds for OATS transit service in Lee's Summit. This administrative fee is part of the demand response transit changes proposed under contract with OATS and was recommended in the most recent Lee's Summit Transit Study to improve demand response transit in Lee's Summit at a reduced cost. The Public Works Committee has reviewed and supported the recommended demand response transit changes associated with OATS and MetroFlex.

Impact/Analysis:

The transit program budget (\$277,000) in the approved FY2016 Transportation Sales Tax Fund includes transit costs for KCATA Route #152, KCATA Route #252, and OATS. These KCATA transit contracts are based on the calendar year; spanning parts of this fiscal year and next (the OATS contract is based on the City's Fiscal Year, subject to change). The total proposed 2017 (calendar year) transit program costs to the City of Lee's Summit for KCATA Route #152, KCATA Route #252, and OATS, would be approximately \$220,000. This contract for #152 Lee's Summit Commuter Express service and the KCATA administration fee for OATS contracted service by and between the City of Lee's Summit and OATS is \$100,632 of the estimated \$220,000 total transit program costs to the City in 2017. A one-time local match and use of available Lee's Summit FTA funds would be required to purchase new vehicles in support of the recommended OATS service. The local match for the proposed vehicle purchase is estimated around \$55,000. Total projected 2017 transit costs currently remain within the FY2017 budget for transit services.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Park, City Traffic Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR CAPITAL EQUIPMENT CFDA 20.507 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA).

Committee Recommendation: [Enter Committee Recommendation text Here]

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR CAPITAL EQUIPMENT CFDA 20.507 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA).

WHEREAS, the City of Lee's Summit proposes to expand OATS transit service and enter into a contract with the KCATA for transit management of OATS services provided in Lee's Summit; and,

WHEREAS, the OATS service requires additional capital equipment, more specifically the purchase of vehicles; and,

WHEREAS, the KCATA intends to procure the necessary vehicles for OATS transit service in Lee's Summit using the City's allocation of FTA funds; and,

WHEREAS, the use of City of Lee's Summit allocated FTA funds requires a local match of 15%-20% for capital equipment and an agreement for local commitment to fund local match as well as meet FTA requirements of capital equipment procured with FTA funds.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Contract for Capital Equipment CFDA 20.507 by and between the City of Lee's Summit, Missouri and the Kansas City Area Transportation Authority, attached hereto and incorporated herein by reference, is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ___ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

BILL NO. 16-____

ORDINANCE NO. _____

APPROVED by the Mayor of said city this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Brian W. Head
City Attorney

**AGREEMENT
BETWEEN
Kansas City Area Transportation Authority
AND
City of Lee's Summit, Missouri
FOR
Capital Equipment
CFDA 20.507**

An **AGREEMENT** entered into this _____ day of _____, 2016, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)** and the **CITY OF LEE'S SUMMIT, MISSOURI** (hereinafter called the **CITY**).

WITNESSETH:

WHEREAS, KCATA successfully applied to the Federal Transit Administration (FTA) for an FTA grant for the purpose of capital and capital related equipment used in the provision of public transportation in the Lee's Summit, Missouri service area operated by the OATS via an interlocal agreement. KCATA is the responsible entity for the administration and management of the grant in compliance with the grant agreement and applicable FTA circulars and regulations and for the disbursement of federal project funding; and

WHEREAS, FTA funds are included in an FTA funded grant and KCATA shall make these funds available to the CITY for the purpose of covering the cost of capital and capital related equipment used in the provision of transportation service; and

WHEREAS, it is understood by both parties that the local match required for the capital and capital related equipment is being met through the use of the CITY OF LEE'S SUMMIT, MISSOURI's transit program budget.

NOW, THEREFORE, in consideration of these mutual covenants and promises herein set forth, the parties hereto agree as follows:

1. The CITY shall at all times comply with the provisions of this agreement, all applicable FTA requirements, guidelines and provisions, including without limitation those listed directly, or by reference in the FTA's Master Agreement and in Appendix A applicable to the purchase, sale, operation and maintenance of the capital and capital related equipment financed in whole or in part pursuant to this AGREEMENT. In the event of any noncompliance with FTA requirements and guidelines that creates an obligation to repay grant funds to the FTA, it will be the CITY's obligation to make such repayment, and the CITY will indemnify KCATA against and hold harmless from any obligation or liability with respect to such repayment.
2. **The CITY shall comply with all applicable federal laws, rules** and guidance relating to procurement of the capital and capital related equipment financed in whole or in part pursuant to this AGREEMENT, including, without limitation, the provisions of *Third Party Contracting Requirements*, outlined in the FTA Circular

4220.1F, which document is incorporated by reference into this AGREEMENT. A copy of this document is available at the FTA internet website, www.fta.dot.gov/, or upon request from KCATA. The CITY shall furnish KCATA documentation and complete information regarding any procurement financed in whole or in part pursuant to this AGREEMENT for review of federal compliance, but it is the responsibility of the CITY to ensure contracts are compliant with FTA requirements and regulations.

3. KCATA shall cover the Federal prorata share of the cost of the capital and capital related equipment upon receipt of proof of payment to the vendor(s).
4. The federal interest in the capital and capital related equipment purchased with these grant funds shall not exceed the agreed upon local match of the purchase price of the equipment to be reimbursed by KCATA or as described in Appendix C – Financial Certification of Matching Funds, as appropriate. As necessary, Appendix C shall be amended to identify the specific match for the capital and capital related equipment.
5. For bus purchases, KCATA shall cover the cost of the purchase of buses upon receipt of invoice(s) from the vendor(s). Invoices should be billed to KCATA and KCATA will forward payment not to exceed the specified cost of the vehicle (s), directly to the vendor(s) using the aforementioned grant funds.
6. The CITY or its representative shall be responsible for all licensing, insuring, maintenance, repair and replacement of the capital and capital related equipment.
7. The CITY or its representative agrees to use the capital and capital related equipment for public transportation and, in accordance with applicable regulations.
8. The CITY agrees to notify KCATA immediately when any of the capital and capital related equipment is withdrawn from project use or when any of the equipment is used in a manner substantially different from the purpose identified in this AGREEMENT and in accordance with applicable regulations. In the event the CITY's use of the capital and capital related equipment violates the terms of this AGREEMENT, the CITY will refund the unused value of the federal interest in the equipment to the FTA.
9. The CITY shall not transfer the equipment to another subrecipient without the written consent of KCATA. The CITY shall follow all FTA regulations for disposal of the equipment including any repayment to the FTA, if the receipts from disposal exceed \$5,000.
10. The CITY agrees to have an audit conducted in accordance with 2 CFR 200 (previously required by OMB Circular A-133) if the Federal award expenditures are \$750,000 in fiscal year 2016 and thereafter. A copy of the 2 CFR 200 audit is to be submitted to the KCATA within thirty (30) days of receiving the audit report or nine (9) months after the end of the audit period, whichever occurs earlier.

11. The CITY binds themselves, their successors, assignees, executors and administrators in respect to all covenants of this AGREEMENT. The CITY shall not sign, sublet or transfer their interest in this AGREEMENT without the written consent of KCATA.
12. FTA's Master Agreement and all applicable laws, regulations, and circulars, are incorporated herein by reference and are binding upon the CITY.
13. The following Appendices are attached hereto as part of this AGREEMENT. This AGREEMENT and any amendments issued hereafter constitute the entire AGREEMENT between KCATA and the CITY.

- Appendix A - Federal Requirements
- Appendix B - Master Agreement
- Appendix C – Financial Certification of Matching Funds

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

FOR THE KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____
Michael Graham, Chief Financial Officer

Date: _____

FOR THE CITY

By: _____

Date: _____

Appendix A Federal Requirements

1. BREACH OF CONTRACT; REMEDIES

- A. If SERVICE PROVIDER shall fail, refuse or neglect to comply with the terms of this AGREEMENT, such failure shall be deemed a total breach of AGREEMENT and the SERVICE PROVIDER shall be subject to legal recourse by CITY, plus costs resulting from failure to comply including the CITY's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this AGREEMENT and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by CITY shall constitute a waiver of any right or duty afforded under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

2. CIVIL RIGHTS

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the SERVICE PROVIDER agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the SERVICE PROVIDER agrees to comply with the provisions of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA recipients," 05-13-07 and other applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this AGREEMENT:
 - 1. **Race, Color, National Origin or Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the SERVICE PROVIDER agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect the activities undertaken in the course of the AGREEMENT. The SERVICE PROVIDER agrees to take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SERVICE PROVIDER agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. §5332, the SERVICE PROVIDER agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SERVICE PROVIDER agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 et seq., the SERVICE PROVIDER agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and U.S. Department of Transportation regulations, “Americans with Disabilities(ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

D. **Environmental Justice.** Except as the Federal Government determines otherwise in writing, the SERVICE PROVIDER agrees to promote environmental justice by:

1. Following and facilitating compliance with Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note, and
2. Following DOT Order 5620.3, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This AGREEMENT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent.
- B. The SERVICE PROVIDER shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age in the performance of this AGREEMENT. The SERVICE PROVIDER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted AGREEMENT. Failure by the SERVICE PROVIDER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as CITY deems appropriate. Each subcontract the SERVICE PROVIDER signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- C. The SERVICE PROVIDER may not substitute, remove or terminate a DBE subcontractor without CITY’s prior written consent. Written consent of termination may be given if the SERVICE PROVIDER has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the SERVICE PROVIDER must give notice in writing to the DBE subcontractor, with a copy to CITY, of its intent to request to terminate and/or substitute, and the reason for the request. The SERVICE PROVIDER must give the DBE five days to respond to the SERVICE PROVIDER’s notice and advise CITY and the SERVICE PROVIDER of the reasons, if any, why it objects to the proposed termination of its subcontract and why CITY should not approve the SERVICE PROVIDER’s action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

4. EMPLOYEE PROTECTIONS

- A. **Public Transportation Employee Protective Arrangements (Standard).** To the extent that the FTA determines that transit operations are involved, the SERVICE PROVIDER agrees to carry out the transit operations work on this AGREEMENT in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this AGREEMENT and to meet guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of Labor to the FTA, the employee protective requirements of 49 U.S.C. § 5333(b) (formerly

known as Section 13(c) of the Federal Transit Act), and the U.S. Department of Labor certification applicable to the grant from which Federal assistance is provided to support work on this AGREEMENT. The SERVICE PROVIDER agrees to carry out that work in compliance with the conditions stated in that U.S. Department of Labor certification which is incorporated in and made part of this AGREEMENT.

- B. Public Transportation Employee Protective Arrangements (for Elderly and Disabled Transportation).** If the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements are necessary or appropriate on work performed under this AGREEMENT, the SERVICE PROVIDER agrees to comply with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C § 5333(b) (formerly known as Section 13(c) of the Federal Transit Act), U.S. Department of Labor (“DOL”) guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to the FTA, applicable to the grant from which Federal assistance is provided to support work on this AGREEMENT. The SERVICE PROVIDER agrees to perform transit operations in connection with the underlying AGREEMENT in compliance with the conditions stated in that U.S. DOL letter. The SERVICE PROVIDER agrees to comply with U.S. DOL’s certification of public transportation employee protective arrangements for the Project, dated as displayed on the underlying Grant Agreement.

5. ENVIRONMENTAL REGULATIONS

- A. Clean Water.** The SERVICE PROVIDER agrees to comply with all applicable standards, orders, or regulations issued under Section 508 of the Clean Water Act, as amended, 33 U.S.C. Section 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377. The SERVICE PROVIDER agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this AGREEMENT to report any violation of these requirements resulting from any project implementation activity to CITY. The SERVICE PROVIDER understands that CITY will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. Energy Conservation.** The SERVICE PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* The SERVICE PROVIDER agrees to include the requirements of this clause in all subcontracts under this AGREEMENT.
- C. Clean Air Requirements for Transit Operations.** The U.S. EPA imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the SERVICE PROVIDER agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project including all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable provisions of the Clean Air Act, as

amended, 42 U.S.C. Sections 7401 through 7671q: “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and “Fuel Economy of Motor Vehicles,” 40 CFR Part 600. The SERVICE PROVIDER agrees to report, and to require each subcontractor at any tier receiving more than \$100,000 from this AGREEMENT to report, any violation of these requirements resulting from any project implementation activity to CITY. CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

- D. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the SERVICE PROVIDER agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The SERVICE PROVIDER also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

6. FEDERAL REQUIREMENTS

- A. **Changes.** SERVICE PROVIDER shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the AGREEMENT, as they may be amended or promulgated from time to time during the term of this AGREEMENT. SERVICE PROVIDERS’ failure to so comply shall constitute a material breach of this AGREEMENT.

B. Debarment and Suspension Certification.

1. The SERVICE PROVIDER, its principals and any affiliates, shall certify that it is not included in the “U.S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs,” as defined in 2 CFR Part 200, Subpart C. The SERVICE PROVIDER must apply DOT’s debarment and suspension requirements to itself and each third party contractor at every tier to the extent required by DOT’s regulations that incorporate the requirements of Office of Management and Budget (OMB), “Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” 2 CFR Part 180.
2. The SERVICE PROVIDER agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
3. The SERVICE PROVIDER agrees to provide CITY a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

4. The SERVICE PROVIDER agrees to collect a debarment and suspension certification from the prospective third party contractor, or include a clause in the third party contract requiring disclosure and check the Excluded Parties List System (EPLS) that is now a part of the System for Awards Management (SAM) located at www.sam.gov.
- C. **Disclaimer of Federal Government Obligation or Liability.** The SERVICE PROVIDER, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the SERVICE PROVIDER, or any other party (whether or not a party to this AGREEMENT) pertaining to any matter resulting from this AGREEMENT. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.
- D. **Incorporation of Federal Transit Administration (FTA) Terms.** The provisions in this AGREEMENT include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the AGREEMENT. SERVICE PROVIDER shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests that would cause CITY to be in violation of the FTA terms and conditions. The SERVICE PROVIDER agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.
- E. **ANNUAL AUDITS:** The SERVICE PROVIDER agrees to have an annual audit conducted in accordance with 2 CFR 200 (previously referred to as OMB Circular A-133) if Federal award expenditures are \$750,000 or more in the past fiscal year. A copy of the 2 CFR 200 required audit is to be submitted to the CITY within thirty (30) days of receiving the audit report or nine (9) months after the end of the audit period, whichever occurs earlier.
- (A) The SERVICE PROVIDER shall permit the CITY and the FTA, or any of their representatives or designees, to inspect all vehicles, facilities and equipment purchased by the SERVICE PROVIDER as part of the project, all transportation services rendered by the SERVICE PROVIDER by the use of such vehicles, facilities and equipment, and all relevant project data and records.
 - (B) In addition, the CITY and the FTA, or any of their representatives or designees, shall have full access to and the right to examine, during normal

business hours and as often as the CITY or the FTA deems necessary, all of the SERVICE PROVIDER's records with respect to all matters covered by this Agreement. Such rights shall last for three (3) years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this Agreement is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the SERVICE PROVIDER retains ownership or possession of such property. All documents, papers, accounting records and other material pertaining to costs incurred in connection with the project shall be retained by the SERVICE PROVIDER for three (3) years from the date of final payment to facilitate any audits or inspections.

F. Federal Funding Accountability and Transparency Act of 2006: The Grantee shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

G. National Intelligent Transportation Systems Architecture and Standards. The SERVICE PROVIDER agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and SERVICE PROVIDER agrees to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *Fed. Reg.* 1455, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

7. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. The SERVICE PROVIDER acknowledges that the provisions of 49 U.S.C. Section 5323(l) extends the criminal fraud provisions of 18 U.S.C. Section 1001 to all certificates, submissions, or statements made in connection with any program financed under the Federal transit program. In addition, the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sections 3801 *et seq.*, and DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to any false or fraudulent statement or claim made under the Federal transit program.

B. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying AGREEMENT, the SERVICE PROVIDER certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this AGREEMENT. In addition to other penalties that may be applicable, the SERVICE PROVIDER further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SERVICE PROVIDER to the extent the Federal Government deems appropriate.

- C. The SERVICE PROVIDER also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this AGREEMENT, the Government reserves the right to impose on the SERVICE PROVIDER the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n) (1), to the extent the Federal Government deems appropriate.
- D. The SERVICE PROVIDER agrees to include these clauses in each subcontract under this AGREEMENT, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. GOVERNING LAW

This AGREEMENT shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this AGREEMENT, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

9. HEADINGS

The headings included in this AGREEMENT are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

10. INDEMNIFICATION

- A. To the fullest extent permitted by law, SERVICE PROVIDER agrees to and shall indemnify, defend and hold harmless CITY, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of SERVICE PROVIDER, SERVICE PROVIDER'S subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this AGREEMENT, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

- B. In claims against any person or entity indemnified under this section, by an employee or SERVICE PROVIDER, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the SERVICE PROVIDER, SERVICE PROVIDER'S subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against SERVICE PROVIDER arising out of or resulting from the acts of SERVICE PROVIDER in performing work under this AGREEMENT, SERVICE PROVIDER shall promptly notify CITY of such suit.
- C. If any action at law or suit in equity is instituted by any third party against CITY or its commissioners, officers or employees arising out of or resulting from the acts of SERVICE PROVIDER, SERVICE PROVIDER'S subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this AGREEMENT, and if SERVICE PROVIDER has failed to provide insurance coverage to CITY against such action as required herein or otherwise refuses to defend such action, CITY shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that CITY shall give the SERVICE PROVIDER advance notice of any proposed compromise or settlement.
- D. CITY shall permit SERVICE PROVIDER to participate in the defense of any such action or suit through counsel chosen by the SERVICE PROVIDER, provided that the fees and expenses of such counsel shall be borne by SERVICE PROVIDER. If CITY permits SERVICE PROVIDER to undertake, conduct and control the conduct and settlement of such action or suit, SERVICE PROVIDER shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to CITY. SERVICE PROVIDER shall promptly reimburse CITY for the full amount of any damages, including fees and expenses of counsel for CITY, incurred in connection with any such action.

11. LOBBYING

- A. The SERVICE PROVIDER is bound by its certification to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, and 49 CFR Part 20. The SERVICE PROVIDER agrees to comply with this requirement throughout the term of the AGREEMENT.
- B. The SERVICE PROVIDER agrees to include these requirements in all

subcontracts at all tiers exceeding \$100,000, under this AGREEMENT and to obtain the same certification and disclosure from all subcontractors (at all tiers).

12. TRANSIT ASSET MANAGEMENT

Unless FTA determines otherwise in writing, the SERVICE PROVIDER agrees to develop a Transit Asset Management Plan that complies with the Federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), as amended by MAP-21, Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. § 5326(d), as amended by MAP-21, and Performance Measures and Targets required to be issued by 49 U.S.C. § 5326(c)(1), as amended by MAP-21, other applicable Federal laws and regulations.

13. INSURANCE

- A. In addition to other insurance requirements that may apply, the SERVICE PROVIDER agrees to comply with the flood insurance purchase provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction having an insurable cost of \$10,000 or more, or an acquisition having an insurable cost of \$10,000 or more. It will comply with the insurance requirements normally imposed by its State and local laws, regulations, and ordinances, except as the Federal Government determines otherwise in writing.
- B. The SERVICE PROVIDER agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000, under this AGREEMENT and to obtain the same certification and disclosure from all subcontractors (at all tiers).

14. PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of SERVICE PROVIDER, CITY or of a local public body who has participated or will participate in the selection, award, or administration of this AGREEMENT, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof, to any share or part of this AGREEMENT, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the AGREEMENT, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly-owned corporation.

15. RECORD RETENTION AND ACCESS

- A. The SERVICE PROVIDER agrees that, during the course of this AGREEMENT and any

extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this AGREEMENT. In the event of litigation or settlement of claims arising from the performance of this AGREEMENT, the SERVICE PROVIDER agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.

- B. The SERVICE PROVIDER shall, in accordance with 49 U.S.C. Section 5325(g), permit CITY, the Federal Transit Administration and Department of Transportation officials, the Comptroller General of the United States, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the SERVICE PROVIDER relating to its performance under this AGREEMENT.
- C. The SERVICE PROVIDER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16. PROCUREMENT

- A. The SERVICE PROVIDER agrees to comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements.
- B. The SERVICE PROVIDER agrees to comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third party procurements in effect now and as may be later amended and to follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” and amendments thereto, to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing

17. SEAT BELT USE POLICY

The SERVICE PROVIDER is encouraged to comply with terms of Executive Order No. 13043 “Increasing Seat Belt Use in the United States” and is encouraged to include those requirements in each subcontract awarded for work relating to this Contract.

18. SEVERABILITY

If any clause or provision of this AGREEMENT is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect. In lieu of each clause or provision of this AGREEMENT that is illegal, invalid, or unenforceable, there shall be added as a part of this AGREEMENT, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

19. TERMINATION

- A. **Termination for Convenience.** The CITY may terminate this AGREEMENT, in whole or in part, at any time by written notice to the SERVICE PROVIDER when it is in CITY's best interest. Upon such termination the SERVICE PROVIDER shall be entitled to compensation for PROJECT activities in accordance with this AGREEMENT which were incurred prior to the effective date of the termination, but not exceeding the federal funds ceiling set forth in the AGREEMENT.
- B. **Termination for Default.** If the SERVICE PROVIDER fails to perform in the manner called for in the AGREEMENT, or if the SERVICE PROVIDER fails to comply with any other provisions of the AGREEMENT, CITY may terminate this AGREEMENT for default. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in the AGREEMENT.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.

- C. **Funding Contingency.** This AGREEMENT is subject to financial assistance provided by the U.S. Department of Transportation; the SERVICE PROVIDER agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require CITY to terminate the Agreement.
- D. **Opportunity to Cure.** CITY in its sole discretion may, in the case of a termination for breach or default, allow the SERVICE PROVIDER an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If SERVICE PROVIDER fails to remedy to CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within the time period permitted, CITY shall have the right to terminate the AGREEMENT without any further obligation to SERVICE PROVIDER. Any such termination for default shall not in any way operate to preclude CITY from also pursuing all available remedies against SERVICE PROVIDER and its sureties for said breach or default.
- E. **Waiver of Remedies for any Breach.** In the event that CITY elects to waive its remedies for any breach by SERVICE PROVIDER of any covenant, term or condition of this AGREEMENT, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

20. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, CITY encourages its SERVICE PROVIDERS to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

21. TRANSIT OPERATION RESTRICTIONS

- A. **Charter Service Operation.** The SERVICE PROVIDER agrees to comply with 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, which provide that SERVICE PROVIDERS and SERVICE PROVIDERS of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service agreement required by these regulations is incorporated by reference and made part of this AGREEMENT.
- B. **Buy America** – The Grantee agrees to abide by the provisions of the Buy America requirements in 49 CFR Subtitle B, Part 661.
- C. **Drug Use and Testing and Alcohol Misuse and Testing.*** SERVICE PROVIDERS providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR Part 655.
1. The SERVICE PROVIDER agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations.
 2. The SERVICE PROVIDER agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655, and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or CITY, to inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 CFR Part 40 and Part 655.
 3. If the SERVICE PROVIDER is unwilling or unable to comply with the regulations, CITY reserves the right to discontinue using the SERVICE PROVIDER for safety-sensitive duties. SERVICE PROVIDERS that bid on safety-sensitive work will be considered non-responsive if they do not have or are not able to supply documentation that a DOT/FTA compliant drug and alcohol-testing program has been established.

- D. **Substance Abuse/Drug-Free Workplace.** The SERVICE PROVIDER to agrees to comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103 *et seq.*, the U.S. DOT regulations, “Government-wide Requirements for Drug-Free Workplace (Financial Assistance),” 49 C.F.R. part 32, and any amendments to those regulations when they are issued, and follow and facilitate compliance with U.S. OMB guidance, “Government-wide Federal Transit Laws,” specifically 49 U.S.C. § 5331, as amended by MAP-21.
- E. **School Bus Operations.** The SERVICE PROVIDER will not use FTA assisted facilities or equipment to support exclusive school bus operations except as permitted by 49 U.S.C. § 5323(f) or (g) and FTA regulations “School Bus Operations,” 49 CFR Part 605, to the extent consistent with 49 U.S.C § 5323 (f) or (g).
- F. **Protection of Animals.** A third party contractor providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 *et seq.*, and Department of Agriculture regulations, “Animal Welfare,” 9 CFR Subchapter A, Parts 1, 2, 3, and 4
- G. **Reporting Requirements.**
1. The SERVICE PROVIDER agrees to provide quarterly reports specified in paragraph 5 of this AGREEMENT. In addition, CITY is required to report to the FTA annually program performance measures and activities. Accordingly, the SERVICE PROVIDER agrees to provide CITY with any additional or follow-up information reasonably requested by CITY, in order to meet CITY’s FTA reporting requirements
 2. The SERVICE PROVIDER agrees to collect and maintain all data, using proper procedures, requested by CITY for compliance with the "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630, which includes various reports required for FTA's national transit database. The SERVICE PROVIDER shall submit the requested information to CITY no later than April 1st for the previous calendar year.
 3. SERVICE PROVIDER's failure to properly collect, maintain, and submit the data will be considered a breach of contract. In addition, the SERVICE PROVIDER shall be liable to CITY for any federal funds not allocated to CITY due to a lack of, or deficient data, or improper procedures **used by the SERVICE PROVIDER.**

* **Drug and Alcohol Testing.** SERVICE PROVIDERS that receive only Section 5310 program assistance are not subject to FTA’s drug and alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver’s licenses (49 CFR Part 382).

Appendix B

Federal Transit Administration

FY 2016 Master Agreement

Link to agreement:

<https://www.fta.dot.gov/funding/grantee-resources/sample-fta-agreements/sample-fta-agreements>

Appendix C –

KANSAS CITY AREA TRANSPORTATION AUTHORITY

FINANCIAL CERTIFICATION OF MATCHING FUNDS

This is to ensure sufficient funds are available to pay the non-federal share of project expenditures for the following project to be under the provisions of the Fixing America's Surface Transportation Act (FAST Act).

This certification is required for each capital equipment project, as necessary.

Project Title: _____

Non-Federal Amount: _____

Source of Non-Federal: _____

Sponsoring Agency: _____

Chief Elected Official (or Chief Executive Officer):

Name (print): _____

Signature: _____

Date: _____

Chief Financial Officer:

Name (print): _____

Signature: _____

Date: _____

DUNS Number: _____

Central Contractor Registry
(CCR) Expiration Date: _____

Packet Information

File #: 2016-0804, **Version:** 1

Final Recommendations on CIP Sales Tax Renewal

Recommendations for the CIP Sales Tax Renewal need to be finalized and forwarded to City Council in January in order to place this item on the ballot in April. Decisions required to finalize the recommendations include the list of projects and programs to be included as well as the term of the renewal. A list of potential projects and programs was previously distributed to all council members for consideration and input to the Public Works Committee members. The proposed ballot language prepared by Law Department will also be considered and forwarded to Council.

Presenter: Dena Mezger, Director of Public Works

Potential Future CIP Sales Tax Projects	Project Benefits	Cost Estimate	Project Source
Road Projects			
Colbern Rd Reconstruction - M350 to Douglas	Capacity; safety; ED of annexed area	\$ 10,000,000	Thoroughfare Master Plan (TMP)
Pryor Rd Widening - Longview to M150	Capacity; ED in south LS	\$ 15,000,000	TMP
Scherer Rd. Reconstruction - Sampson to Jefferson	Safety	\$ 12,000,000	TMP
3rd St. (East) - Green to M291	DT gateway (ED)- livable streets	\$ 4,000,000	TMP
3rd St. (West) - Jefferson to US50	DT gateway (ED)- livable streets	\$ 3,000,000	DT Big Five
Independence - Chipman to 5th	Livable streets	\$ 5,000,000	TMP
Douglas - Chipman to 2nd	Livable streets; capacity	\$ 5,500,000	TMP
Ward Rd - Chipman to 2nd/Blue Parkway	Livable streets- ped access to school	\$ 4,000,000	TMP
	Subtotal	\$ 58,500,000	TMP
Transportation-related			
Sidewalks - gap program	Ped access and connectivity	\$ 2,500,000	Citizen requests; sidewalk plan
Curbs - collector and residential streets	Safety; reduced future maintenance	\$ 5,000,000	Citizen requests
Downtown Parking Garage	ED- future parking demand	\$ 8,000,000	DT Parking Plan
Street lights - additional corridors & upgrades	Safety; reduced future energy costs	\$ 1,500,000	Streetlight policy
Greenwood Gap trail project	Connect LS to Katy Trail	\$ 500,000	Amt. suggested by CM Binney
Set aside funding for MoDOT system projects	Help address state issues affecting LS	???	
	Subtotal	\$ 17,500,000	
Stormwater			
Structure flooding - approx. 35 locations	Health and safety	\$ 12,000,000	Citizen requests; policy priority
Streambank erosion	Threat to public infrastructure	\$ 2,500,000	maintenance requirements
Replace deteriorated CMP	System function; reduce maintenance	\$ 10,000,000	maintenance requirements
	Subtotal	\$ 24,500,000	
	Total Estimated Cost	\$ 100,500,000	



LS

Final Recommendations for CIP Sales Tax Renewal

Public Works Committee

December 19, 2016



Essential Questions

- Renew the CIP Sales Tax – yes or no?
- Types of projects to be funded – more than transportation?
- Specific projects and/or programs to fund?
- Term of renewal – 10 or 15 years?

Potential Projects

- Term of renewal will dictate how many projects can be funded
- Total of potential projects list: \$100.5M
- Potential Revenues
 - 10 years \approx \$ 75M (w/no growth)
 - 15 years \approx \$ 112.5M (w/no growth)



Potential Future CIP Sales Tax Projects	Project Benefits	Cost Estimate
Road Projects		
Colbern Rd Reconstruction - M350 to Douglas	Capacity; safety; ED of annexed area	\$ 10,000,000
Pryor Rd Widening - Longview to M150	Capacity; ED in south LS	\$ 15,000,000
Scherer Rd. Reconstruction - Sampson to Jefferson	Safety	\$ 12,000,000
3rd St. (East) - Green to M291	DT gateway (ED)- livable streets	\$ 4,000,000
3rd St. (West) - Jefferson to US50	DT gateway (ED)- livable streets	\$ 3,000,000
Independence - Chipman to 5th	Livable streets	\$ 5,000,000
Douglas - Chipman to 2nd	Livable streets; capacity	\$ 5,500,000
Ward Rd - Chipman to 2nd/Blue Parkway	Livable streets- ped access to school	\$ 4,000,000
	Subtotal	\$ 58,500,000

LS

Potential Future CIP Sales Tax Projects	Project Benefits	Cost Estimate
Transportation-related		
Sidewalks - gap program	Ped access and connectivity	\$ 2,500,000
Curbs - collector and residential streets	Safety; reduced future maintenance	\$ 5,000,000
Downtown Parking Garage	ED- future parking demand	\$ 8,000,000
Street lights - additional corridors & upgrades	Safety; reduced future energy costs	\$ 1,500,000
Greenwood Gap trail project	Connect LS to Katy Trail	\$ 500,000
Set aside funding for MoDOT system projects	Help address state issues affecting LS	???
	Subtotal	\$ 17,500,000

Potential Future CIP Sales Tax Projects	Project Benefits	Cost Estimate
Stormwater		
Structure flooding - approx. 35 locations	Health and safety	\$ 12,000,000
Streambank erosion	Threat to public infrastructure	\$ 2,500,000
Replace deteriorated CMP	System function; reduce maintenance	\$ 10,000,000
	Subtotal	\$ 24,500,000

Project Categories	Estimated Costs
Road Projects	\$ 58,500,000
Transportation Related	\$ 17,500,000
Stormwater	\$ 24,500,000
Total	\$ 100,500,000



Essential Questions

- Renew the CIP Sales Tax – yes or no?
- Types of projects to be funded – more than transportation?
- Specific projects and/or programs to fund?
- Term of renewal – 10 or 15 years?



LS

Proposed Ballot Language

“Shall the municipality of Lee’s Summit, Missouri continue to impose a capital improvement sales tax of one-half percent (1/2 of 1%) until March 31, 2033 for the purpose of funding capital improvements which may include the design, construction, repair and maintenance of streets, roads, bridges, and additional projects related to stormwater, transportation and transportation-related improvements and the acquisition of rights-of-way and other property interests therefore and which may include the retirement of debt under previously authorized bonded indebtedness.”

Next Steps

- Jan 5 – Present recommendations to City Council for discussion and decision
- By Jan 24, 2017 – Council decision on ordinance to place sales tax on ballot
- April 4, 2017 – Election

Questions?