

Packet Information

File #: BILL NO. 19-128, **Version:** 1

An Ordinance authorizing execution of Modification No. 7 to On-Call Agreement for Environmental Professional Engineering Services Yearly Contract with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. DBA SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R2) for annual tasks associated with the Resource Recovery Park for a not to exceed cost of \$183,800.00, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An ordinance authorizing execution of Modification No. 7 to On-Call Agreement for Environmental Professional Engineering Services Yearly Contract with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. DBA SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R2) for annual tasks associated with the Resource Recovery Park for a not to exceed cost of \$183,800.00, and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- The City has entered into an On-Call Agreement with SCS Engineers to provide environmental professional engineering services (Renewal 2017-307/R2)
- The City is currently required to submit regular regulatory reports to the Missouri Department of Natural Resources (MDNR).
- The tasks specified in this Modification are required of the City for FY20 as owner of the Resource Recovery Park.

Proposed City Council Motion:

I move for second reading of an Ordinance authorizing execution of Modification No. 7 to On-Call Agreement for Environmental Professional Engineering Services Yearly Contract with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. DBA SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R2) for annual tasks associated with the Resource Recovery Park for a not to exceed cost of \$183,800.00, and authorizing the City Manager to enter into an agreement for the same.

Background:

The landfill closure and post-closure operations are controlled by Missouri Department of Natural Resources regulations that require extensive sampling efforts, data analysis, and engineering reports. The purpose of this agreement is to obtain engineering services to perform the tasks needed to comply with the state regulatory requirements.

Tasks from year to year change as needed based on the anticipated scope of services needed to support resource recovery park activities for the upcoming year. As the landfill progresses through closure and into post closure, many tasks are still required by MDNR. Tasks are related to landfill closure and post-closure engineering support, permit review, permit submittals, utility support, and air and groundwater monitoring.

Impact/Analysis:

Services are required to meet MDNR requirements.

Timeline:

Start: July 1, 2019

Finish: June 30, 2020

Other Information/Unique Characteristics:

Dena Mezger, Director of Public Works

Recommendation: Staff recommends approval of an ordinance authorizing execution of Modification No. 7 to On-Call Agreement for Environmental Professional Engineering Services Yearly Contract with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. DBA SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R2) for annual tasks associated with the Resource Recovery Park for a not to exceed cost of \$183,800.00, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: The May 28, 2019 Public Works Committee meeting was cancelled due to inclement weather.

BILL NO. 19-128

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 7 TO ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS (ORIGINAL RFQ NO. 2017-307, RENEWAL 2017-307/R2), FOR ANNUAL TASKS ASSOCIATED WITH THE RESOURCE RECOVERY PARK FOR A NOT TO EXCEED COST OF \$183,800.00, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, City and Engineer entered into an agreement for on-call environmental engineering services with SCS Engineers (RFQ No. 2017-307)(Base Agreement) and renewed in 2018 and 2019; and,

WHEREAS, Environmental tasks are required to be completed for FY20; and,

WHEREAS, City and Engineer desire to modify Articles I and IV of the Base Agreement to provide specific services required for the landfill and establish a not to exceed rate for those tasks and services.

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, Missouri hereby approves Modification No. 7 to the On-Call engineering services with SCS Engineers, for a not to exceed amount of \$183,800.00.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with SCS Engineers for the services contained in Modification No. 7, for a not to exceed amount of \$183,800.00. Said contract is on file with the City of Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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 _____, 2019.

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-128

APPROVED by the Mayor of said city this _____ day of _____, 2019

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Nancy K. Yendes

**MODIFICATION NO. 7 TO ON-CALL AGREEMENT FOR
ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT
(ORIGINAL RFQ NO. 2017-307, RENEWAL 2017-307/R2)
FOR THE RESOURCE RECOVERY PARK**

THIS MODIFICATION NO. 7 is made to the On Call Agreement for Environmental Professional Engineering Services Yearly Contract (RFQ No. 2017-307) (“Agreement”) by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter “City”), and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereinafter “Engineer”) to authorize performance of the following On-Call Services:

Task 1: Closure and Post-Closure Cost Estimate Updates

Engineer will prepare the 2019 update to the closure and post-closure cost estimates for the LSRRP sanitary landfill. The cover letter will address the closure work that will be in progress. The updated cost estimates will be completed in August 2019 per 10 CSR 80-2.030(f)(B) 2.D. of the Missouri Solid Waste Management Law.

Task 2: Progress and Regulatory Meetings

Engineer will attend monthly and other meetings at City request that may not be specifically related to other scope items.

Task 3: Engineering Contract Support

Engineer will assist the City in managing contracts with third-party contractors by providing review or input as needed and requested.

Task 4: Flow Meter Maintenance

Engineer will coordinate calibration, cleaning, and servicing of two Teledyne Iso 2160 Laserflow surface velocity meters at the site on a quarterly basis. A report will be provided to summarize the activities completed on a semiannual basis.

Task 5: Update Closure/Post-Closure Financial Model

Engineer will meet with the City up to two times and provide input and data to update the post-closure financial model.

Task 6: Semiannual Groundwater Monitoring and Reporting

Engineer will provide services associated with the semi-annual groundwater detection monitoring and reporting at the LSRRP. Sampling and reporting will be completed for the November 2019 and May 2020 events including collection of groundwater samples, data management, statistical analysis, and reporting as required by the MDNR.

Engineer will coordinate with the selected laboratory to supply appropriate bottles and sample preservatives, as necessary, and to receive samples collected by Engineer. Services provided by Engineer include subcontracting with a laboratory to perform analysis. Laboratory analytical results will be validated

based upon quality assurance/quality control (QA/QC) samples collected with the standard groundwater samples during each sampling event.

Engineer will also perform statistical analyses on the laboratory data and report findings in a semi-annual report. These reports will include a summary of the sampling event, laboratory analytical results, a contour map showing the piezometric surface of the groundwater, flow rate calculations, statistical analyses, and results of the data validation. Monitoring and reporting activities will include sampling, testing, and analysis for Missouri Appendix I parameters.

Task 7: Semi-Annual Leachate Sampling and Reporting

Engineer will provide services associated with the semi-annual leachate sampling and reporting at the LSRRP during the November 2019 and May 2020 events. Activities will be in accordance with Little Blue Valley Sewer District Discharge Permit No. LB-0912-LS219, or applicable replacement permit. Where appropriate, Engineer will coordinate with the selected laboratory to supply appropriate bottles and sample preservatives, as necessary, and to receive samples collected by Engineer. Services provided by Engineer include subcontracting with a laboratory to perform analysis. Laboratory analytical results will be validated based upon QA/QC samples collected with the leachate samples during each sampling event.

Engineer will complete a semi-annual report for each sampling event. These reports will include a summary of the sampling event, laboratory analytical results, chain of custody, and results of the data validation.

Task 8: Quarterly Surface Water Sampling and Reporting

Engineer will provide services associated with the quarterly surface water sampling and reporting at the LSRRP for Quarter 3 and 4 2019 and Quarters 1 and 2 2020. This task includes the collection of surface water samples, data management, and reporting as required by the MDNR for Outfall #001 and #002 at the landfill detention basin.

Engineer will coordinate with the laboratory to supply appropriate bottles and sample preservatives, as necessary, and to receive samples collected by Engineer. Services provided by Engineer include subcontracting with a laboratory to perform analysis. Laboratory analytical results will be validated based upon quality assurance/quality control samples collected with the surface water samples during each sampling event.

Task 9: Air Compliance

Engineer will complete the Emissions Inventory Questionnaire (EIQ) (due April 1, 2020). Engineer will be responsible for completing applicable forms relating to the EIQ and determining the resulting fee to be paid to the MDNR. Engineer is not responsible for paying the resulting fee.

Engineer will submit Annual Compliance Certification (ACC) and Semi-Annual Monitoring (SAM) Reports. The ACC and SAM Report will be submitted by April 1, 2020 for the annual period January through December 2019 as well as the semi-annual period July 1, 2019 through December 31, 2019.

Engineer will submit by March 31, 2020 Greenhouse Gas (GHG) calculations for the period January 1, 2019 through December 31, 2019. Data including background data and assumptions will be uploaded into eGRRT, the EPA's online program.

If necessary, Engineer will submit the annual report documenting compliance with applicable regulations for the internal combustion engine associated with the rock crusher.

Task 10: Gas Well Monitoring, Minor Maintenance, and Other Support

Engineer will complete the landfill gas (LFG) system monitoring at the LSRRP. Activities will include monthly well field balancing of up to 55 LFG extraction wells and minor monthly maintenance. Engineer will upload data into a data management program and maintain an electronic database accessible by City staff for landfill gas system operational data and liquid data. On an as-needed basis, Engineer will also provide flare and LFG system troubleshooting when problems occur, and will complete system repairs as practical. In addition to as-needed repairs or maintenance, Engineer will conduct two 3-day events for the purpose of cleaning and maintaining the pneumatic pumps installed in various gas wells.

Task 11: Annual Gas and Leachate Activities Summary Report

Engineer will prepare an annual report documenting landfill gas control and leachate extraction efforts at the site, and prepare an updated site map documenting any changes to piping or other infrastructure at the site to document tasks completed and modifications that occurred during the previous calendar year.

Task 12: NPDES Renewal

Engineer will prepare a permit application for renewal of the Operating Permit allowing surface water discharge from the landfill storm water pond. The City will cover permit renewal fees (if any). The permit renewal will be submitted no later than April 3, 2020 (180 days prior to existing permit expiration).

Task 13: On-Call Services

Engineer will provide services for projects and reports pertaining to the LSRRP sanitary landfill operation on an as needed during the contract period. This work may include providing assistance for meetings with MDNR, the City Council, or the public.

The total fees (hourly fees and expenses) for the On-Call Services added by this Modification No. 7 shall not exceed the total sum of one hundred eighty-three thousand eight hundred dollars (\$183,800.00) without a modification to the contract. The estimated budget for the work under this Modification No. 7 is identified in the table below:

On-Call Services added by this Modification No. 7 will be billed hourly at the rates set forth in Attachment A of Modification No. 6 to the Agreement. Expenses incurred to provide such On-Call Services shall also be billed as set forth in Attachment A of Modification No. 6.

Task 1	Closure/Post-Closure Cost Estimate Updates	\$3,700.00
Task 2	Progress and Regulatory Meetings	\$8,000.00
Task 3	Engineering Contract Support	\$5,000.00
Task 4	Flow Meter Maintenance	\$7,000.00
Task 5	Update Closure/Post-Closure Financial Model	\$3,500.00
Task 6	Semiannual Groundwater Monitoring and Reporting	\$49,200.00
Task 7	Semi-Annual Leachate Sampling and Reporting	\$8,200.00
Task 8	Quarterly Surface Water Sampling and Reporting	\$6,500.00
Task 9	Air Compliance	\$8,000.00
Task 10	Gas Well Monitoring, Minor Maintenance, and Other Support	\$57,700.00
Task 11	Annual Gas and Leachate Activities Summary Report	\$7,000.00
Task 12	NPDES Renewal	\$5,000.00
Task 13	On-Call Services	\$15,000.00
	Tasks 1 through 13	\$183,800.00

Individual task budgets for information purposes. Budget is an overall number for all tasks.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____ 2019.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy K. Yendes, Chief Council of Infrastructure and Planning,
Office of City Attorney

SCS ENGINEERS:

Anastasia Welch

BY: Anastasia Welch

TITLE: Vice President

ATTEST:

**ON-CALL AGREEMENT FOR
ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT
(RFQ NO. 2017-307)**

THIS ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT (RFQ NO. 2017-307) ("Agreement") is made and entered into this 12 day of June, 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City"), and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City desires to have an on-call professional engineer for environmental professional engineering services; and

WHEREAS, Engineer has submitted a proposal for the on-call environmental professional engineering services and standard hourly rates and expenses to perform said services; and

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

WHEREAS, Engineer 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 ENGINEER**

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

1. Environmental services specific to the Lee's Summit Resource Recovery Park (LSRRP) sanitary landfill where the City is responsible for this service;
2. Environmental services specific to the Municipal Airport where the City is responsible for this service; and
3. Environmental services specific to the City's Missouri Department of Natural Resources (MDNR) issued National Pollutant Discharge Elimination System (NPDES) Permit where the City is responsible for this service.

All such On-Call Services shall be authorized in a written modification to this Agreement or Memorandum of Authorization, as further set forth in Article II.

**ARTICLE II
SERVICES TO BE PROVIDED BY ENGINEER BY MODIFICATION OR
MEMORANDUM OF AUTHORIZATION**

By entering into this Agreement, City is not obligated to select Engineer to provide environmental professional engineering services beyond those services authorized in Article I above. City may, however, engage Engineer to provide additional services beyond the On-Call Services ("Additional Services"). For all On-Call Services and Additional Services, City and Engineer shall enter into a written modification to this Agreement or Memorandum of Authorization describing (a) the scope of services to be provided by Engineer and City, (b) compensation to the Engineer for services to be provided, (c) required deliverables or products from the Engineer to the City, and (d) completion times for said services. The compensation to be paid Engineer pursuant to any modification or Memorandum of Authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference, unless otherwise set forth in the modification or Memorandum of Authorization. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Engineer first entering into a written modification or Memorandum of Authorization.

**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 Engineer shall provide a monthly written statement of all On-Call Services provided in the preceding month to the Department of Public Works Supervisory Engineer.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, or any modifications thereto or Memoranda of Authorization issued thereunder, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, or any modifications thereto or Memoranda of Authorization issued thereunder, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer 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 Engineer pursuant to Article II above shall be set forth in the applicable modification or Memorandum of Authorization, and shall be at the rates set forth in the attached Exhibit A, or as otherwise set forth in the modification or Memorandum of Authorization.

C. If so requested by Engineer, City will make payment monthly for On-Call Services that have been satisfactorily completed. The City shall make payment to Engineer 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. Purchase Order Number issued by the City.
4. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
5. Report of monthly progress describing the services completed to date and projected completion time for the work.
6. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that 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 July 1, 2017 through June 30, 2018. City shall have the option to renew this Agreement at its discretion, 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, Engineer 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. Engineer 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 Engineer shall secure and maintain, throughout the duration of this Agreement, insurance of such types and in at least the amounts that are required herein. Engineer 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 Engineer's contract price.

B. NOTICE OF CLAIM

The Engineer shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer 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 Agreement. If the City shall subsequently determine that the Engineer'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 Engineer 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 Engineer.

D. SUB-CONSULTANT'S INSURANCE

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

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

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

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

Any Engineer 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 Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.

F. PROFESSIONAL LIABILITY

Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer 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 Engineer 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 Engineer against all claims under applicable state Workers' Compensation laws. The Engineer 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 Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer'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 Engineer.
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 Engineer 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:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer 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 ENGINEERING DOCUMENTS:** Payment by City to Engineer 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 Engineer 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 Engineer.
- 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 Engineer shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Engineer 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 Engineer 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 Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer 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 Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer 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:** Engineer 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 Engineer 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 Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- H. **ENGINEER'S ENDORSEMENT:** Engineer shall endorse all final and complete plans, specifications, estimates, and engineering data furnished by him/her.
- I. **INSPECTION OF DOCUMENTS:** Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer'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:** Engineer 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 Engineer, or its employees, or sub consultants, in the performance of Engineer'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 Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- L. **PROFESSIONAL RESPONSIBILITY:** Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer'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. **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.
- Q. **SAFETY:** In the performance of its services, Engineer 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.
- R. **ANTI-DISCRIMINATION CLAUSE:** Engineer 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.
- S. **DELAY IN PERFORMANCE:** Neither City nor Engineer 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 Engineer under this Agreement. Engineer 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.
- T. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.
- U. **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:

Director of Public Works
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

SCS Engineers
7311 West 130th Street, Suite 100
Overland Park, Kansas 66213

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**

Reserved.

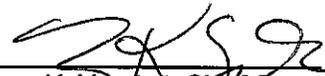
THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 12 day of June, 2017.

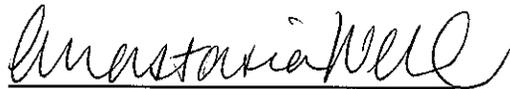
CITY OF LEE'S SUMMIT


Stephen A. Arbo, City Manager

APPROVED AS TO FORM:


Nancy K. Yendes, Chief Council of Infrastructure and Planning,
Office of City Attorney

SCS ENGINEERS



BY: Anastasia Welch

TITLE: Vice President

ATTEST:



Exhibit A

SCS ENGINEERS

FY 2018 STANDARD FEE SCHEDULE

Labor Category	Rate
Senior Project Advisor	\$210
Senior Project Director	\$185
Project Director	\$170
Project Advisor	\$160
Senior Project Manager	\$150
Project Manager	\$135
Senior Project Professional	\$125
Project Professional	\$110
Staff Professional	\$95
Associate Professional	\$85
Designer	\$75
CADD/Graphics	\$65
Senior Technician	\$75
Technician	\$60
Project Administrator	\$75
Administrative Assistant	\$55

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through June 30, 2018. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 5 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.



SCS ENGINEERS

FY 2018 STANDARD FEE SCHEDULE

Printing Services

24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report)	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 5%

Per Diem and Travel

Hotel, Airfare	Cost plus 5%
Full-Day Meal Allowance.....	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Geoprobe®	\$750.00 per day
All Terrain Vehicle (ATV/UTV)	\$75.00 per day
Field Sampling Trailer	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment.....	\$120.00 per day
Misc. Survey Tools/Equipment	\$10.00 per day
Nuclear Density Gauge	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot).....	\$30.00 per day
Oil/Water Interface Probe	\$60.00 per day
pH/Temperature/Conductivity Meter (for water)	\$20.00 per day
Peristaltic Pump	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel.....	\$5.00 per day
Hand-held GPS Unit	\$25.00 per day
Generator.....	\$75.00 per day
Air Compressor (5 gallon)	\$25.00 per day
Electro fusion Machine	\$120.00 per day
Flow-Thru Multi-Parameter Meter	\$150.00 per day
Turbidimeter	\$35 per day
Composite Sampler.....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera.....	\$10 per day
Expendable Equipment, Supplies & Rentals	Cost + 5%

Note: The rates shown above are effective through June 30, 2018 and are subject to revision thereafter.

**ONE-YEAR RENEWAL FOR
ON-CALL AGREEMENT FOR ENVIRONMENTAL
PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT
(ORIGINAL RFQ NO. 2017-307) (RENEWAL 2017-307/R2) AND
MODIFICATION NO. 6 TO AGREEMENT**

THIS RENEWAL OF ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES and MODIFICATION NO. 6 TO AGREEMENT is hereby made by the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City").and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City entered into the above referenced On Call Agreement dated June 12, 2017, for Environmental Professional Engineering Services Yearly Contract (RFQ NO. 2017-307) (the "Agreement"); and

WHEREAS, the Agreement was for a term of one year, from July 1, 2017 to June 30, 2018, with two one-year renewal options; and

WHEREAS, City renewed the Agreement for a term of one year, from July 1, 2018 to June 30, 2019 (2017-307/R1);

WHEREAS, City and Engineer desire to renew the Agreement for a period of one year as stated below;

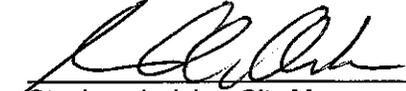
NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

1. City hereby exercises its option to renew the Agreement for a period commencing on July 1, 2019, and ending on June 30, 2020;
2. In accordance with Article V of the Agreement the City authorizes an increase in billing rates aligned with the Employment Cost Index, Wages and Salaries for Professional, Scientific and Technical Services published by the U.S. Department of Labor, Bureau of Labor Statistics for the period ending December 2018, and which is reflected in the attached Fee Schedule (Attachment A), and
3. Both parties agree that all terms of the Agreement and Modification No. 6 shall continue in full force and effect for the term of this renewal period.

THIS RENEWAL OF AGREEMENT and MODIFICATION NO. 6 TO AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 14 day of May, 2019.

CITY OF LEE'S SUMMIT



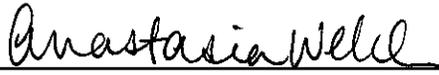
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:



Nancy K. Yendes, Chief Council of Infrastructure and Planning,
Office of City Attorney

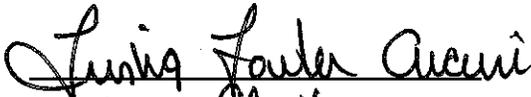
SCS ENGINEERS



BY: Anastasia Welch

TITLE: Vice President

ATTEST:



Lusia Fowler Arcuni
City Clerk

Attachment A

SCS ENGINEERS

FY 2020 STANDARD FEE SCHEDULE

Labor Category	Rate
Senior Project Advisor	\$222
Senior Project Director	\$196
Project Director	\$180
Project Advisor	\$170
Senior Project Manager	\$159
Project Manager	\$143
Senior Project Professional	\$132
Project Professional	\$116
Staff Professional	\$100
Associate Professional	\$90
Designer	\$79
CADD/Graphics	\$69
Senior Technician	\$79
Technician	\$64
Project Administrator	\$79
Administrative Assistant	\$58

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through June 30, 2020. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 5 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.



SCS ENGINEERS

FY 2020 STANDARD FEE SCHEDULE

Printing Services

24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report)	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck	\$60.00 per day plus \$0.70 per mile
Rental Vehicle	Cost plus 5%

Per Diem and Travel

Hotel, Airfare	Cost plus 5%
Full-Day Meal Allowance	\$46.00 per day
Half-Day Meal Allowance	\$23.00 per day

Field Equipment and Supplies

Track-mounted Geoprobe®	\$750.00 per day
All Terrain Vehicle (ATV/UTV)	\$75.00 per day
Field Sampling Trailer	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment	\$120.00 per day
Misc. Survey Tools/Equipment	\$10.00 per day
Nuclear Density Gauge	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot)	\$30.00 per day
Oil/Water Interface Probe	\$60.00 per day
pH/Temperature/Conductivity Meter (for water)	\$20.00 per day
Peristaltic Pump	\$40.00 per day
Hand Augers (10-foot)	\$15.00 per day
Measuring Tape/Wheel	\$5.00 per day
Hand-held GPS Unit	\$25.00 per day
Generator	\$75.00 per day
Air Compressor (5 gallon)	\$25.00 per day
Electro fusion Machine	\$120.00 per day
Flow-Thru Multi-Parameter Meter	\$150.00 per day
Turbidimeter	\$35 per day
Composite Sampler	\$75 per day
QED Pump Controller	\$100 per day
GEM 2000	\$150 per day
Flow Probe (15-foot)	\$15 per day
Digital Camera	\$10 per day
Expendable Equipment, Supplies & Rentals	Cost + 5%

Note: The rates shown above are effective through June 30, 2020 and are subject to revision thereafter.

Packet Information

File #: BILL NO. 19-129, Version: 1

An Ordinance authorizing the execution of Modification No. 1 to agreement dated December 27, 2017 (RFQ No. 2017-142) for professional engineering services for Facilities Asset Management Plan with HDR Engineering, Inc., for an increase of \$81,315.00 with an amended not to exceed amount of \$233,680, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

The City contracted with HDR for the development of an Asset Management Plan for the vertical assets related to its pumping, storage and metering operations. The report from this work is complete and acceptable by the City. Data was created in this process as to the current condition of all of the major assets at these sites and recommended process changes. This data needs to be added to our Computerized Maintenance Management Software (CMMS) CityWorks so that we can track the improvements and changes recommended in this report. ITS manages CityWorks for the City and is involved in this work with us. ITS will take the information and files created by HDR and integrate them into the City's CityWorks environment to maintain our security.

Key Points:

- The Utility maintains 22 wastewater pump stations, 10 Excess Flow Holding Basins, 4 odor control stations, 4 water towers, 4 ground storage reservoirs, and a stand pipe in addition to the nearly 1200 miles sanitary sewer collection and water distribution piping it maintains.
- Each of these sites has many components that are monitored and maintained by the Utility's Facility Division.
- This study has reviewed the operation and maintenance of the 45 facilities listed above, the major components of each site and provided a priority list for the Utility to follow based on likelihood and consequence of failure of each item and a Condition Assessment Action Plan.
- HDR has provided projected asset life cycles and a recommended financial plan for the rehabilitation or replacement of the equipment at the end of those projected life cycles.
- This modification will provide for the aggregation of this data in CityWorks and allow us to better track our work progress and facility health.

Proposed Council Motion:

I move to for second reading of an Ordinance authorizing the execution of Modification No. 1 to agreement dated December 27,2017 (RFQ No. 2017-142) for professional engineering services for Facilities Asset Management Plan with HDR Engineering, Inc., for an increase of \$81,315.00 with an amended not to exceed amount of \$233,680, and authorizing the City Manager to enter into an agreement for the same.

Impact/Analysis:

The implementation of this program will help automate our programs and processes in our Facilities Section which will lead to improved maintenance and efficiency.

Timeline:

Start: 7/2019

Finish: 12/2019

Jeff Thorn PE, Assistant Director of Engineering, Water Utilities

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of Modification No. 1 to agreement dated December 27, 2017 (RFQ No. 2017-142) for professional engineering services for Facilities Asset Management Plan with HDR Engineering, Inc., for an increase of \$81,315.00 with an amended not to exceed amount of \$233,680, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: The May 28, 2019 Public Works Committee meeting was cancelled due to inclement weather.

BILL NO. 19-129

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO AGREEMENT DATED DECEMBER 27, 2017 (RFQ NO. 2017-142) FOR PROFESSIONAL ENGINEERING SERVICES FOR FACILITIES ASSET MANAGEMENT PLAN WITH HDR ENGINEERING, INC., FOR AN INCREASE OF \$81,315.00 WITH AN AMENDED NOT TO EXCEED AMOUNT OF \$233,680, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City and HDR Engineering, Inc. (hereinafter "Engineer") entered into an agreement dated December 27, 2017 (RFQ No. 2017-142) for professional engineering services; and,

WHEREAS, the City desires to modify the base agreement with Engineer to provide additional scope of engineering services during design; and,

WHEREAS, the Engineer has submitted a proposal for the amended engineering services and an estimate of the engineering costs to perform these services; and,

WHEREAS, the City Manager is authorized and empowered by the City to execute contracts providing for professional engineering services; and,

WHEREAS, the City desires to enter into a modified agreement with Engineer to perform the work.

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

SECTION 1. That the modification No. 1 of the agreement for professional engineering services contract by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc. generally for the purpose of professional engineering services for the Facility Asset Management Plan (RFQ No. 2017-142), a true and accurate copy being attached hereto and incorporated herein by reference, 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 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 _____, 2019.

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-129

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

*Nancy K. Yendes, Chief Council of Infrastructure and Planning
Office of City Attorney*

**MODIFICATION NO. 1 TO AGREEMENT
DATED 12/27/2017 (RFQ NO. 2017-142)
FOR PROFESSIONAL ENGINEERING SERVICES
FOR Facility Asset Management Plan**

THIS MODIFICATION TO AGREEMENT made and entered into this ____ day of _____, 2019, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and HDR Engineering, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated 12/27/2017 (RFQ No. 2017-142) for professional engineering services for Facility Asset Management Plan (hereinafter "Base Agreement"); and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement as provided herein; and

WHEREAS, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for professional engineering services.

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

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

Article I of the Base Agreement, as amended, is hereby amended as shown in Exhibit A, entitled "CityWorks Enhancements Phase1", attached hereto and incorporated herein by reference.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

Article IV of the Base Agreement, as amended, is hereby amended to provide additional compensation to Engineer as follows:

- A. The additional compensation to be paid to Engineer for the amended Basic Services described in Article I, of this Modification No. 1, above shall not exceed the total sum of Eighty One Thousand Three Hundred and Fifteen Dollars (\$81,315). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Two Hundred Thirty-three Thousand Six Hundred Eighty Dollars (\$233,680).

**ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT**

All other terms of the Base Agreement not amended by this Modification to Agreement shall remain in full force and effect.

This Modification No. 1 to Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Modification to Agreement to be executed on the day of _____, 20____.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

ATTEST:

City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

Nancy K. Yendes,
Chief Counsel of Infrastructure and Planning
Office of City Attorney

ENGINEER: HDR Engineering, Inc

BY: _____

TITLE: _____

ATTEST:

SCOPE
FACILITIES ASSET MANAGEMENT PROGRAM SUPPORT
CITYWORKS ENHANCEMENTS PHASE 1
CITY OF LEE'S SUMMIT
5/14/19

SCOPE OF SERVICES

This scope of services describes the work to be performed by HDR on behalf of the City of Lee's Summit, to add vertical asset types to CityWorks CMMS. This task is intended to aid the City in implementing Facilities Asset Management Program (FAMP) Initiative CityWorks Enhancements, Phase 1.

TASK 1 – Review Design of Asset and Condition Data for Readiness for Migration

This task will include an assessment of current vertical asset data sets for suitability for migrating into CityWorks CMMS. The primary concern is to what extent the source data may need restructuring in order to be adequate for the new purpose.

It is assumed that:

1. Prior work by City and HDR has resulted in a substantially complete asset inventory, including appropriate attributes.
2. A feature class already exists for the primary asset types, or at a minimum that an X,Y coordinate is available to build a point feature within a new geodatabase feature class.

The outcome of this task will be a conceptual data model for vertical asset management within the geodatabase asset registry of CityWorks. The model will document:

1. The recommended set of primary asset types that will become feature classes within the geodatabase. These will (a) provide a graphic feature that will generate the map representation of asset types participating in the asset hierarchy, and (b) become the base feature class upon which geodatabase relationships will be built to implement hierarchical associations.
2. The recommended set of subordinate asset types to be associated with each primary feature class.
3. The distribution of attribute data within each hierarchy.
4. Placeholder for data to be imported in future from SCADA (such as run times)
5. Architectural decisions regarding structure of relationship classes to be utilized for implementation of vertical asset registry, and the corresponding GIS system requirements.

The data model will also flag remaining gaps in data availability, for possible data collection before initial load into CityWorks or for future tasks.

Services Provided by HDR:

- Review existing vertical asset data, in spreadsheets and AMTools.
- Develop data model for implementation in geodatabase.
- Identify potential issues regarding consolidation of source data sets in preparation for loading into the geodatabase.
- Identify concerns about the graphic representations of primary asset types
- Identify program data to include in initial CityWorks asset information to capture asset and facility information, e.g. consequence of failure, equipment condition, useful life estimates, etc.
- Identify recommended future enhancements to support programmatic activity that would not be included in initial implementation
- Producing recommendations for restructuring existing elements of the City geodatabase, for review and approval by City data governance processes
- Facilitate and conduct review meeting

Deliverables:

Data Model

Memo documenting concerns about current data inventory

Recommendations for changes to existing geodatabase contents

Meetings:

Workshop -- 1 Review Meeting

TASK 2 – Prepare Source Data for Migration

This task will include consolidation of current vertical asset data into a series of Comma-Separated Values (CSV) files, ready for loading into geodatabase. Data will be restructured as identified in Task 1, as part of the restructuring. Work will be performed using utilities within Excel or Access.

If necessary, existing geodatabase classes will also be modified so as to support the vertical asset data model. NOTE: Changes to the existing elements within the City geodatabase must have been approved in advance by the City.

The outcome will be a set of CSV flat files ready for import into Esri's geodatabase. (This may be thought of as equivalent to a staging area for the Extract, Transform, and Load process.)

Services Provided by HDR:

- Create CVS files corresponding to data model
- Extract data from sources into CVS files
- Reconcile conflicts in source data (for example, duplicate assets or conflicting attribution in different source data sets) in collaboration with City staff

Deliverables:

Set of CVS files (These are HDR working files and not formal deliverables. However, they will be made available to City for their files if desired.)

Meetings:

None

TASK 3 – Create Vertical Asset Registry in City Geodatabase

This task will include loading vertical asset data from CSV files into geodatabase, then setting up geodatabase relationships among the resulting geodatabase classes. Existing preventative maintenance Work Order types will be modified to work with the new asset registry contents.

One representative facility will be chosen for a pilot project. This facility will be set up using the vertical asset registry approach, in a TEST environment. It will be reviewed with City staff by (a) linking up existing preventative maintenance Work Orders to the new asset registry structure, (b) exercising the Cityworks vertical asset extension against the pilot project data, and (c) documenting lessons learned.

When approved, the approach to creating the vertical asset registry will be utilized to create the production geodatabase contents.

The outcome will be a set of populated data structures within Esri's geodatabase. This will correspond to the data model produced in Task 1.

Services Provided by HDR:

- Import CVS files and modified geodatabase elements into temporary geodatabase using ArcTools and ArcCatalog functionality.
- Define geodatabase relationships among these feature and object classes
- Supplementing database administration efforts such as generating and loading domains for specific attributes, based on the source data we collected
- Collaborate with City technical staff in loading the additional geodatabase contents and integration with CityWorks.
- Modify existing preventative maintenance Work Orders to work with new geodatabase contents
- Validate resulting geodatabase for valid structure
- Confirm geodatabase corresponds to data model

Deliverables:

Export of geodatabase contents representing vertical assets, ready for loading into City production geodatabase by City staff.

Memo providing documentation of how these contents were developed.

Meetings:

One meeting to review pilot project.

TASK 4 – Project Management

Services Provided by HDR:

- Project management and administration (project setup)
- Budget and invoice management

Deliverables:

Project invoices

Monthly status reports

Meetings:

None

**Lee's Summit FAMP CityWorks Vertical Implementation
Scope and Fee (05/14/2019)**

		<i>Eisele, Ryan L</i>	<i>Bagwell, Amanda B</i>	<i>Leipard, Amanda R</i>	<i>Walls, Mike</i>	<i>Lloyd, Bill</i>	<i>Davies, Anne E</i>	<i>Mynatt, Andrea B</i>	HDR Expenses	Total
	<i>Rate Schedule Code</i>	<i>Senior Project Manager I</i>	<i>Engineer III</i>	<i>Engineer II</i>	<i>Technical Specialist</i>	<i>Senior Technical Specialist</i>	<i>Project Accountant II</i>	<i>Project Assistant</i>		
	Billing Rate	\$210.00	\$155.00	\$125.00	\$250.00	\$275.00	\$110.00	\$95.00		
	TASKS									
A.	<i>Task 1 - Review Design of Asset and Condition Data for Readiness for Migration</i>									
1	Review existing vertical asset data, in spreadsheets and AMTools.	1		2	4					\$1,460
2	Develop data model for implementation in geodatabase.				8					\$2,000
3	Identify any potential issues regarding consolidation of source data sets in preparation for loading into the geodatabase.				2					\$500
4	Identify any concerns about the graphic representations of primary asset types				1					\$250
5	Identify program data to include in initial CityWorks asset information to capture asset and facility information, e.g. consequence of failure, equipment condition, useful life estimates, etc.	2	2	4	4					\$2,230
6	Identify recommended future enhancements to support programmatic activity that would not be included in initial implementation			4	2					\$1,000
7	Producing recommendations for restructuring existing elements of the City geodatabase, for review and approval by City data governance processes		2		4					\$1,310
8	Facilitate and conduct review meeting	2	2		8				\$1,200	\$3,930
	Subtotal Hours	5	6	10	33	0	0	0		
	Subtotal Dollars	1050	930	1250	8250	0	0	0	1200	\$12,680
	Total Task 1									\$12,680
B.	<i>Task 2 - Prepare Source Data for Migration</i>									
1	Create CSV files corresponding to data model				8					\$2,000
2	Extract data from sources into CSV files			32	8					\$6,000
3	Reconcile any conflicts in source data (for example, duplicate assets or conflicting attribution in different source data sets) in collaboration with City staff	2	4	40	16				\$1,200	\$11,240
	Subtotal Hours	2	4	72	32	0	0	0		
	Subtotal Dollars	420	620	9000	8000	0	0	0	1200	\$19,240
	Total Task 2									\$19,240

**Lee's Summit FAMP CityWorks Vertical Implementation
Scope and Fee (05/14/2019)**

		<i>Eisele, Ryan L</i>	<i>Bagwell, Amanda B</i>	<i>Leipard, Amanda R</i>	<i>Walls, Mike</i>	<i>Lloyd, Bill</i>	<i>Davies, Anne E</i>	<i>Mynatt, Andrea B</i>	HDR Expenses	Total
	<i>Rate Schedule Code</i>	<i>Senior Project Manager I</i>	<i>Engineer III</i>	<i>Engineer II</i>	<i>Technical Specialist</i>	<i>Senior Technical Specialist</i>	<i>Project Accountant II</i>	<i>Project Assistant</i>		
	Billing Rate	\$210.00	\$155.00	\$125.00	\$250.00	\$275.00	\$110.00	\$95.00		
	TASKS									
C.	Task 3 - Create Vertical Asset Registry in City Geodatabase									
1	Conduct Pilot Project for one vertical facility			24	24				\$1,500	\$10,500
2	Import CVS files and any modified geodatabase elements into temporary geodatabase using ArcTools and ArcCatalog functionality.			24	24					\$9,000
3	Define geodatabase relationships among these feature and object classes			16	24					\$8,000
4	Supplement database administration (e.g. loading domains)			24	16				\$1,200	\$8,200
5	Collaborate in loading geodatabase contents			24	8					\$5,000
6	Validate resulting geodatabase for valid structure			8						\$1,000
7	Confirm geodatabase corresponds to data model	2		2		2				\$1,220
8	Submit Final Report	1			4	1				\$1,485
	Subtotal Hours	3	0	122	100	3	0	0		
	Subtotal Dollars	630	0	15250	25000	825	0	0	2700	\$44,405
	Total Task 3									\$44,405
D.	Task 4 - Project Management									
1	Project Management and Administration	8						10		\$2,630
2	Budget and Invoice Management	6					10			\$2,360
	Subtotal Hours	14	0	0	0	0	10	10		
	Subtotal Dollars	2940	0	0	0	0	1100	950	0	\$4,990
	Total Task 4									\$4,990
	Total Hours	24	10	204	165	3	10	10		426
	Total Billing Amount	\$5,040	\$1,550	\$25,500	\$41,250	\$825	\$1,100	\$950	\$5,100	\$81,315

Estimated Project Fee

\$81,315

Packet Information

File #: BILL NO. 19-130, **Version:** 1

An Ordinance approving the award of Bid No. 324-19/20 (curb) for the Curb Repair 19/20 program to Freeman Concrete Construction, LLC in the amount of \$2,853,707.75, and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- The annual Curb Program replaces damaged and deteriorated curb on some of the streets scheduled for overlay in the following fiscal year.
- The annual Curb Program updates sidewalk approaches to current specifications required by Federal Americans with Disability Act (A.D.A.).

Proposed City Council Motion:

I move for second reading of an Ordinance approving the award of Bid No. 324-19/20(curb) for the Curb Repair 19/20 program to Freeman Concrete Construction, LLC in the amount of \$2,853,707.75, and authorizing the City Manager to enter into an agreement for the same.

Background:

Much of the curb and gutter placed in the KC Metro between 1985 and 2008 was installed using local limestone aggregate that was of poor quality because it was relatively soft compared to previous sources of limestone rock. The aggregate still met local specifications, and worked well for buildings, foundations and most structures. However, when used for paving, curb and sidewalks, the aggregate was prone to fail within 10 years. The frequent and harsh freeze-thaw cycling, combined with wet conditions, accelerated the concrete failure process "D-cracking" that disintegrates concrete from the inside out. The soft limestone absorbs water. As the water freezes, it expands and cracks the aggregate and concrete from the inside out. This process took several years to surface, and then time for the concrete industry and builders to adopt new codes, etc.

The purpose of the annual Curb Repair Program is to replace deteriorating curb and gutter on streets that are scheduled to be part of the City Overlay program in the following year. This year's Curb Repair Program will be focused in residential neighborhoods and will replace 95,615 lineal feet of curb and includes the renovating of 163 sidewalk ramps to comply with the Americans with Disabilities Act.

Timeline:

Start: July 2019

Finish: November 2019

Other Information/Unique Characteristics:

The Public Works Department issued Bid No. 324-19/20 (curb) Curb Repair 19/20 program on April 19, 2019. This project's Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. A Pre-bid conference was held May 7, 2019. Two (2) companies attended the Pre-Bid Conference. Two (2) bids were received by the May 15, 2019 bid opening date. The bids were evaluated, and City staff determined Freeman Concrete Construction, LLC to be the lowest and best bidder.

Dena Mezger, Director of Public Works

Recommendation: Staff recommends approval.

Committee Recommendation: The May 28, 2019 Public Works Committee meeting was cancelled due to inclement weather.

BILL NO. 19-130

AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-19/20 (CURB) FOR THE CURB REPAIR 19/20 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, LLC IN THE AMOUNT OF \$2,853,707.75, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, curb replacement includes, but is not limited to, removal and replacement of concrete curb and gutter, concrete sidewalks, driveway approaches, and placement of ADA compliant curb ramps; and,

WHEREAS, the annual Curb program is focused on streets scheduled for an overlay the following fiscal year; and,

WHEREAS, the City publicly advertised an invitation to bid this project; and,

WHEREAS, Freeman Concrete Construction, LLC was found to be the lowest and best responsible bidder.

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 award of Bid No. 324-19/20 (curb) for the Curb Repair 19/20 Program, to Freeman Concrete Construction, LLC in the amount of \$2,853,707.75.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution by the City Manager of an agreement with Freeman Concrete Construction, LLC for services contained in Bid No. 324-19/20 (curb), generally for the Curb Repair 19/20 Program, in the amount of \$2,853,707.75 said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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 _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-130

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Nancy K. Yendes

Curb Repair 19/20 (#6145454)
 Owner: Lee's Summit MO, City of
 Solicitor: Lee's Summit MO, City of
 05/15/2019 02:00 PM CDT

Unofficial

					Engineer Estimate		Freeman Concrete Construction, LLC		Phoenix Concrete & Underground	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2.01	Curb & Gutter (remove & replace)	LF	95615	\$21.76	\$2,080,582.40	\$21.99	\$2,102,573.85	\$23.25	\$2,223,048.75
2	2.02	Residential Driveway (remove & replace)	SF	3367	\$10.00	\$33,670.00	\$14.20	\$47,811.40	\$10.76	\$36,228.92
3	2.03	Commercial Driveway (remove & replace)	SF	11575	\$16.00	\$185,200.00	\$10.20	\$118,065.00	\$11.94	\$138,205.50
4	2.04	Sidewalks (4 inch) (remove & replace)	SF	19600	\$7.90	\$154,840.00	\$9.50	\$186,200.00	\$10.01	\$196,196.00
5	2.05	Sidewalk Ramp Type A	EA	81	\$1,210.00	\$98,010.00	\$1,650.00	\$133,650.00	\$1,598.57	\$129,484.17
6	2.06	Sidewalk Ramp Type M	EA	82	\$1,200.00	\$98,400.00	\$1,850.00	\$151,700.00	\$1,590.38	\$130,411.16
7	2.07	Stamped Colored	SF	7825	\$12.00	\$93,900.00	\$13.10	\$102,507.50	\$12.18	\$95,308.50
8	2.08	Median Transition	EA	8	\$1,200.00	\$9,600.00	\$1,400.00	\$11,200.00	\$2,048.28	\$16,386.24
Base Bid Total:						\$2,754,202.40		\$2,853,707.75		\$2,965,269.24

Bids Opened By: Vince Schmoeger, Mike Friedrich

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Lee's Summit, Missouri ("Owner") and
Freeman Concrete Construction, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removal and replacement of concrete curb and gutter, concrete sidewalks, stamped colored concrete medians, driveway approaches, placement of ADA compliant curb ramps, removal of asphalt pavement, provide traffic control, restore landscaping, asphalt patching and other subsidiary work as specified herein, including all materials, labor, equipment, supervision, and any and all other items necessary to complete the work.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project No. 324-19/20 (curb)
Curb Repair 19/20

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by the City of Lee's Summit Public Works Department (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The Work will be substantially completed within 135 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General

Conditions within 165 days after the date when the Contract Times commence to run. Refer to Paragraph 1.02 of the General Conditions for the definition of a Day.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.01 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,225 for each day that expires after the time specified in Paragraph 4.01 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$700 for each day that expires after the time specified in Paragraph 4.01 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Total Bid Price
2.01	Curb & Gutter (remove & replace)	LF	95,615	\$21.99	\$2,102,573.85
2.02	Residential Driveway (remove & replace)	SF	3,367	\$14.20	\$47,811.40
2.03	Commercial Driveway (remove & replace)	SF	11,575	\$10.20	\$118,065.00
2.04	Sidewalks (4 inch) (remove & replace)	SF	19,600	\$9.50	\$186,200.00
2.05	Sidewalk Ramp Type A	EA	81	\$1,650.00	\$133,650.00
2.06	Sidewalk Ramp Type M	EA	82	\$1,850.00	\$151,700.00
2.07	Stamped Colored Concrete	SF	7,825	\$13.10	\$102,507.50

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Total Bid Price
2.08	Median Transition	EA	8	\$1,400.00	\$11,200.00
Total of All Bid Prices (Unit Price Work)				\$2,853,707.75	

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of monthly Payment Applications monthly during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on

the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate as specified by Missouri State Statute, RSMo 34-057.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 66, inclusive).
 - 5. Supplementary Conditions (pages 1 to 5, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings and Details consisting of 19 sheets as listed in the table of contents of the Project Manual.
 - 8. Addenda (numbers N/A to _____, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).

- b. Work Change Directives.
- c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Lee's Summit, Missouri

Freeman Concrete Construction, LLC

By: _____

By: _____

Stephen A. Arbo

Title: City Manager

Title: _____

Attest: _____

City Clerk

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority)

Approved as
to Form: _____

Attest: _____

Nancy K. Yendes

Chief Council of Infrastructure and
Planning

Title: _____

Address for giving notices:

Address for giving notices:

220 SE Green Street

Lee's Summit., MO 64063

License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution)

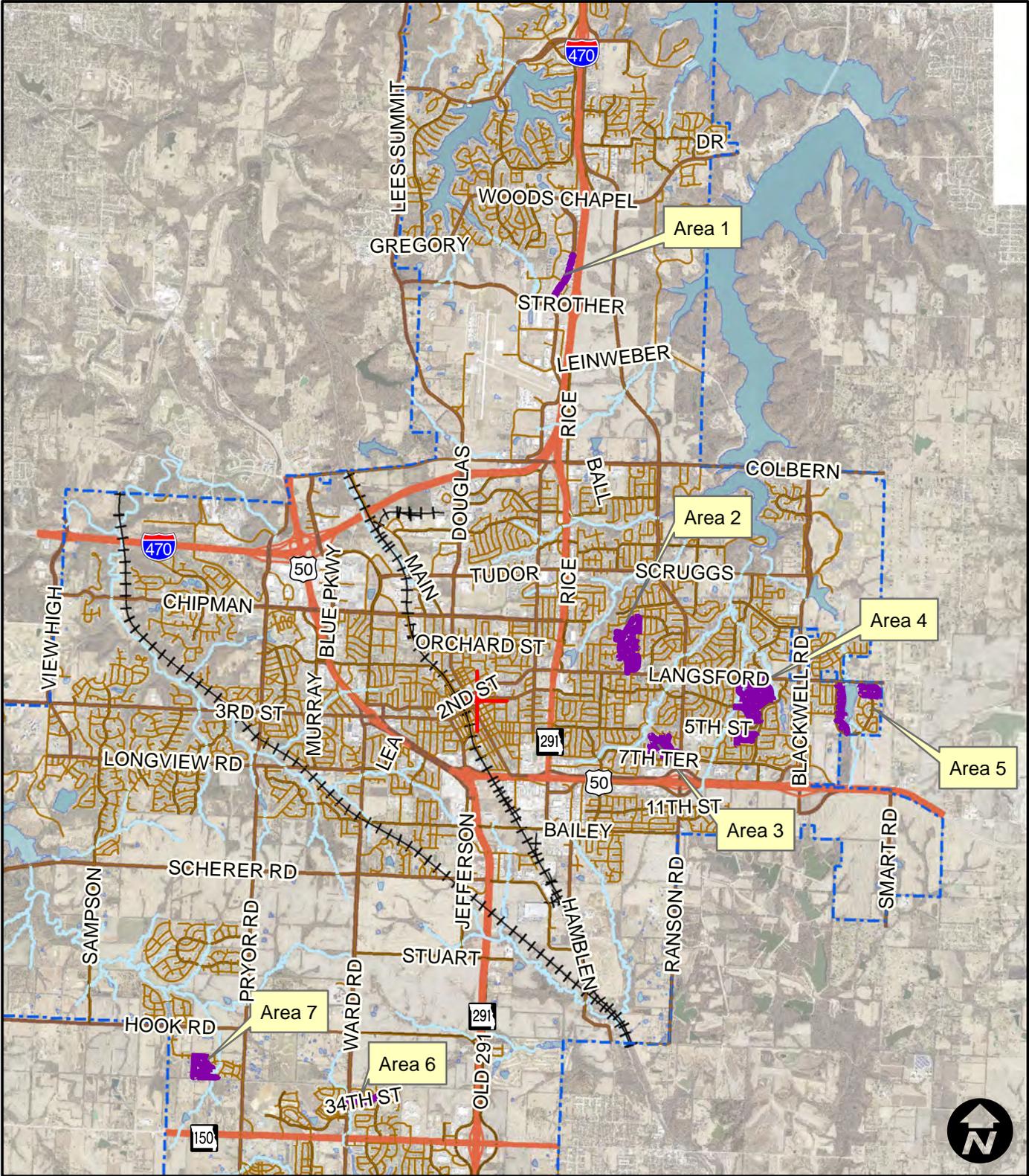
(Where applicable)

Agent for service of process:

of this Agreement.)

City of Lee's Summit

Curb Repair 19/20 Proj. No. 324-19/20 (curb)



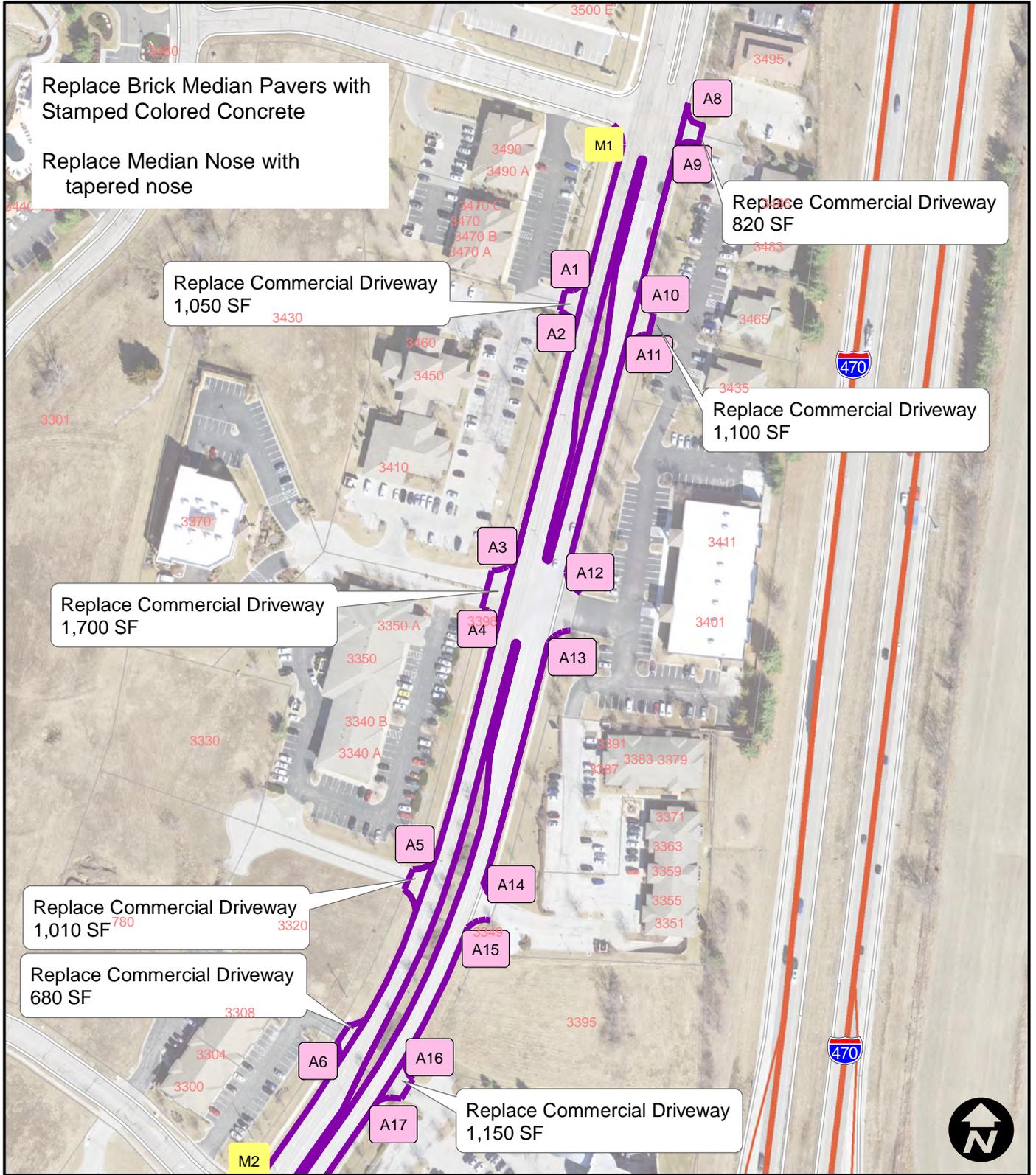
Overview

Legend

- Curb Replacement
- A# Type A Sidewalk Ramp
- M# Type M Sidewalk Ramp

City of Lee's Summit

Curb Repair 19/20 Proj. No. 324-19/20 (curb)



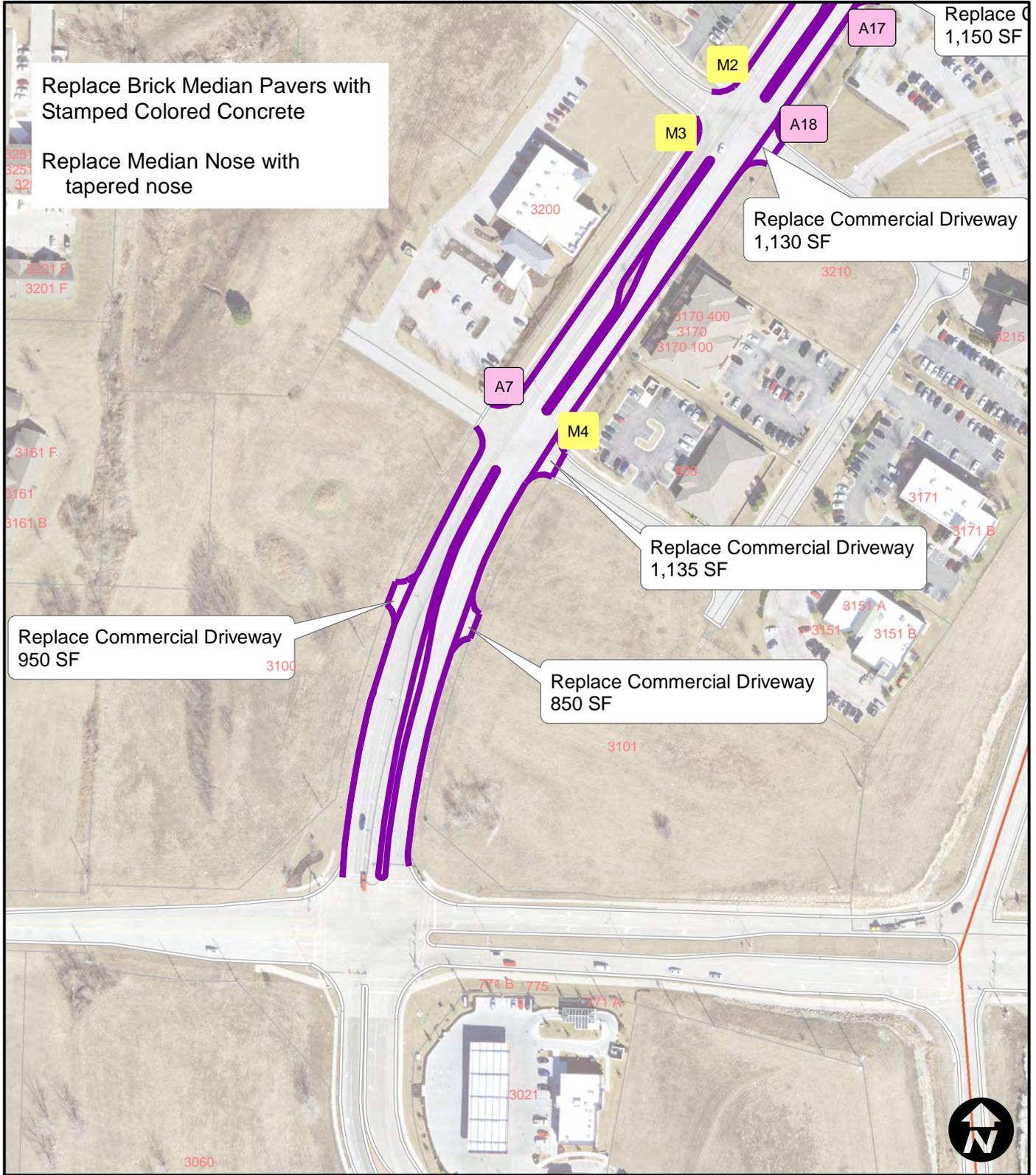
Area 1a -
Ralph Powell
Custer - Meadowview

Legend

- A# Type A Sidewalk Ramp
- M# Type M Sidewalk Ramp

City of Lee's Summit

Curb Repair 19/20 Proj. No. 324-19/20 (curb)



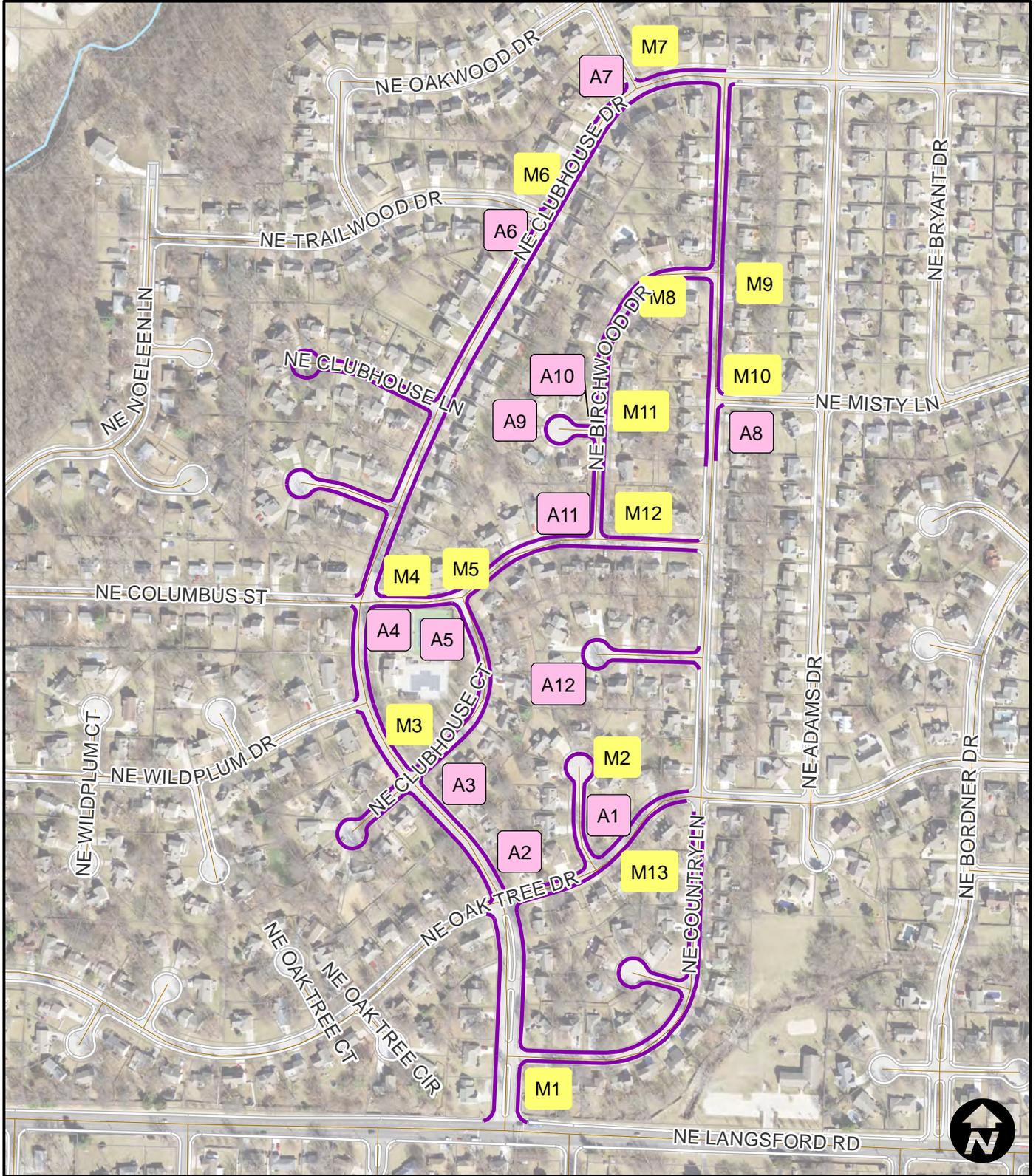
Area 1b -
Ralph Powell
Meadowview - Strother

Legend

- A# Type A Sidewalk Ramp
- M# Type M Sidewalk Ramp

City of Lee's Summit

Curb Repair 19/20 Proj. No. 324-19/20 (curb)



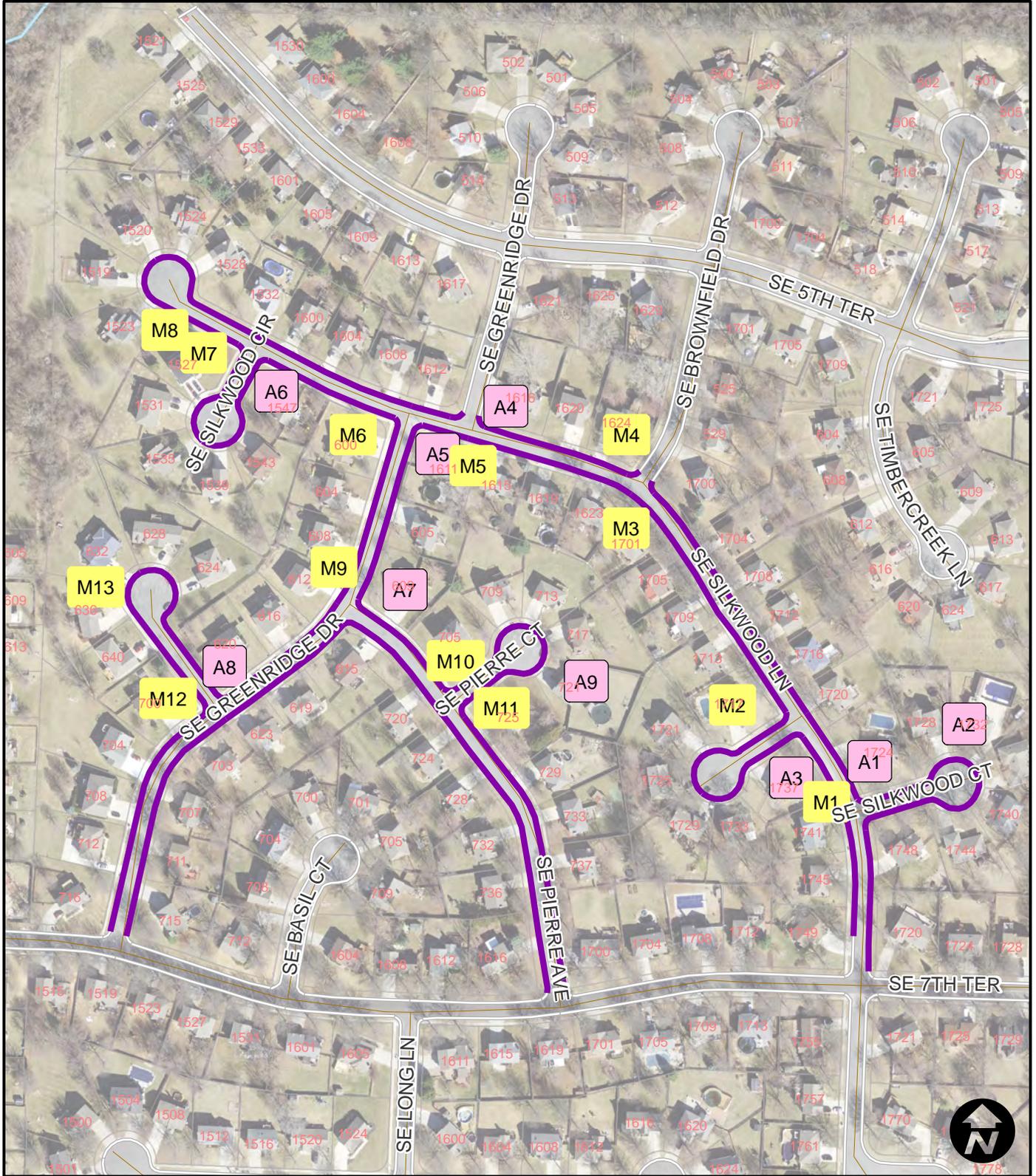
Area 2-
Oaktree

Legend

- Curb Replacement
- A# Type A Sidewalk Ramp
- M# Type M Sidewalk Ramp

City of Lee's Summit

Curb Repair 19/20 Proj. No. 324-19/20 (curb)



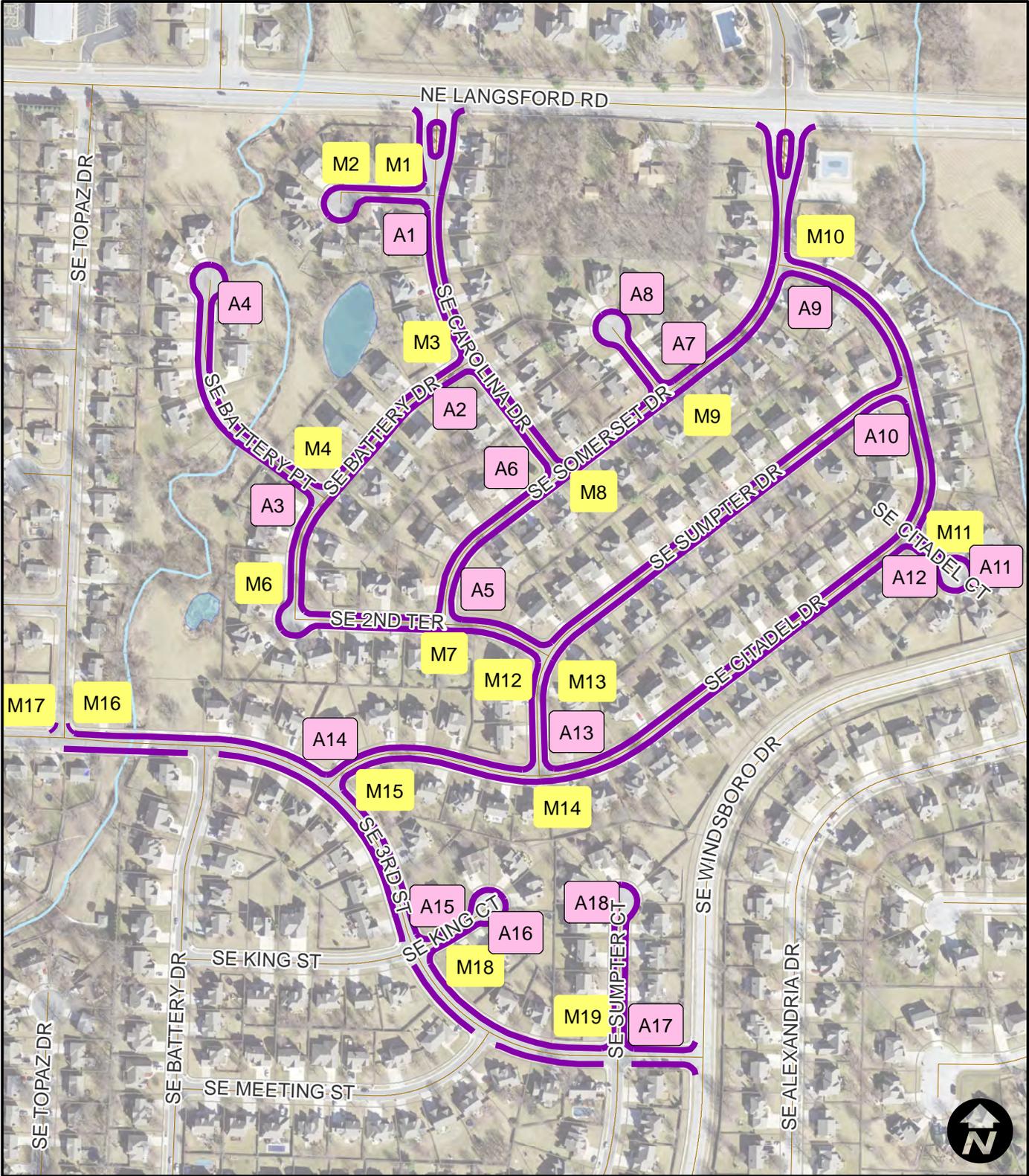
**Area 3-
Silkwood**

Legend

- Curb Replacement
- A# Type A Sidewalk Ramp
- M# Type M Sidewalk Ramp

City of Lee's Summit

Curb Repair 19/20 Proj. No. 324-19/20 (curb)



Area 4a -
Sommerset

Legend

- Curb Replacement
- A# Type A Sidewalk Ramp
- M# Type M Sidewalk Ramp

City of Lee's Summit

Curb Repair 19/20 Proj. No. 324-19/20 (curb)



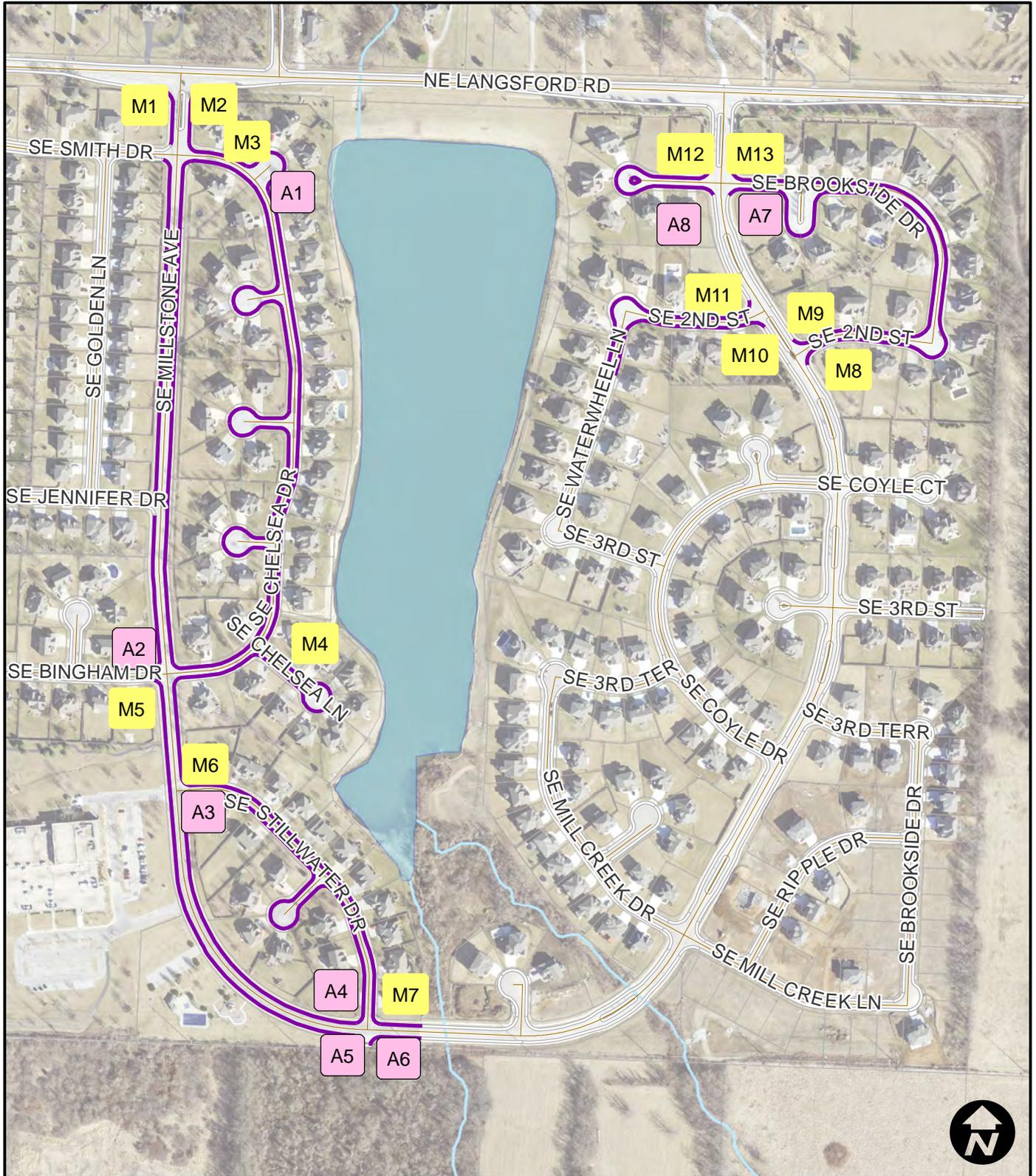
Area 4b -
Sommerset

Legend

- Curb Replacement
- A# Type A Sidewalk Ramp
- M# Type M Sidewalk Ramp

City of Lee's Summit

Curb Repair 19/20 Proj. No. 324-19/20 (curb)



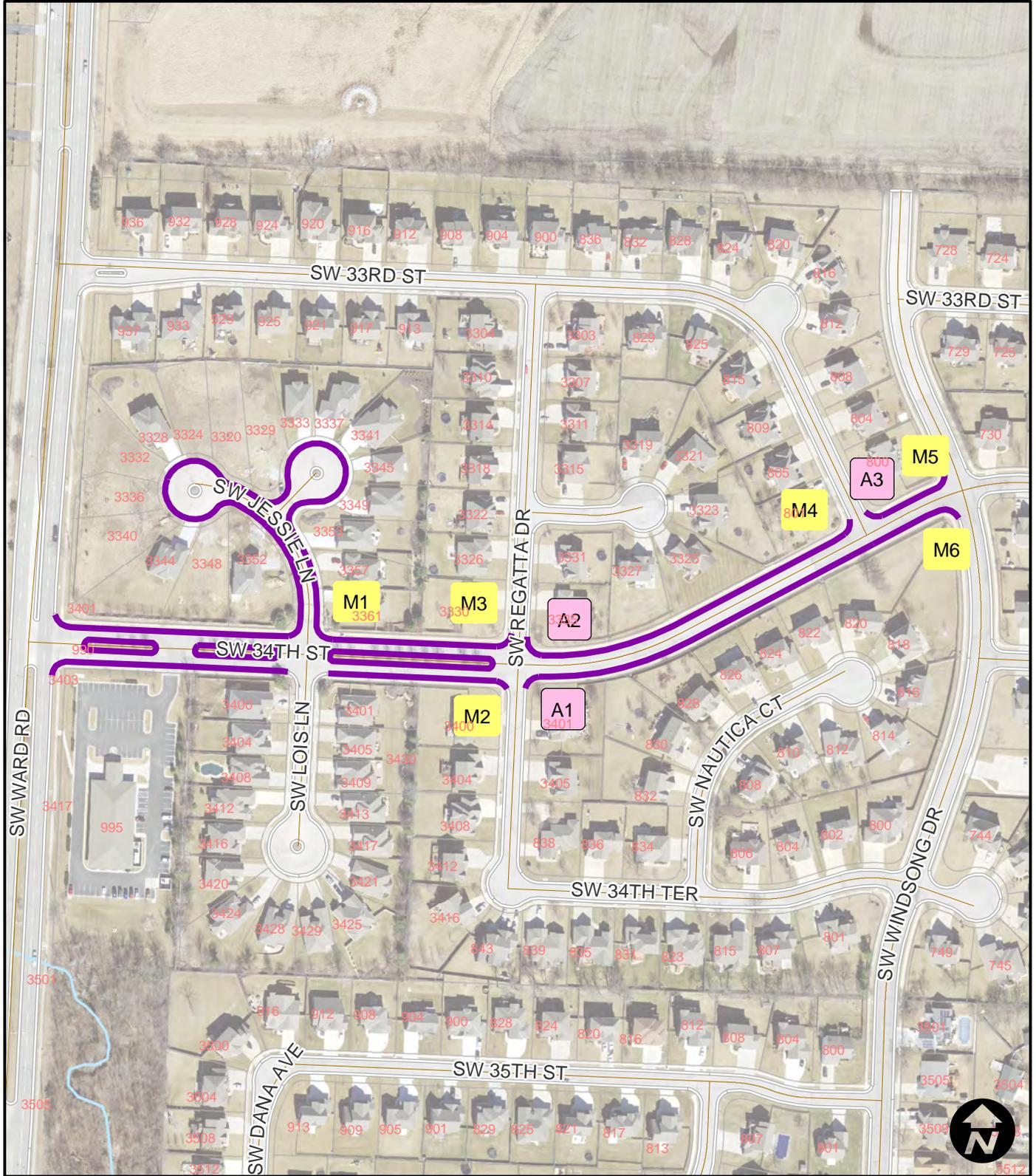
Area 5 -
Summit Mill

Legend

- Curb Replacement
- A# Type A Sidewalk Ramp
- M# Type M Sidewalk Ramp

City of Lee's Summit

Curb Repair 19/20 Proj. No. 324-19/20 (curb)



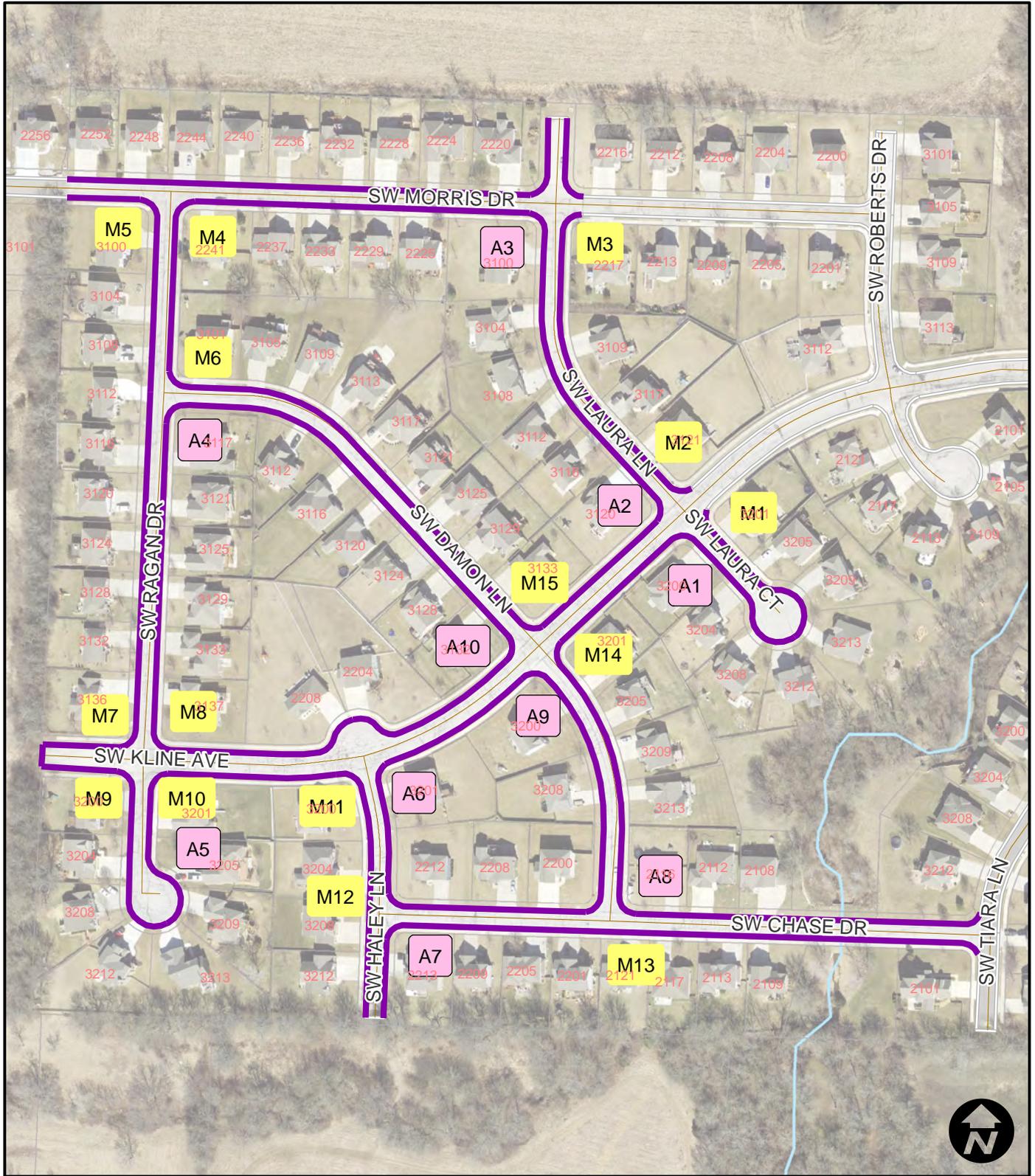
**Area 6 -
34th Street**

Legend

- Curb Replacement
- A# Type A Sidewalk Ramp
- M# Type M Sidewalk Ramp

City of Lee's Summit

Curb Repair 19/20 Proj. No. 324-19/20 (curb)



**Area 7 -
Pryor Meadows**

Legend

- Curb Replacement
- A# Type A Sidewalk Ramp
- M# Type M Sidewalk Ramp

Curb Repair 19/20

		Curb LF	Ramps EA		Sidewalk SF	Driveway Residential SF	Commercial Approach SF	Stamped Colored Concrete SF	Median Transition EA
			A	M					
Area 1ab	NE Ralph Powell	11,430	18	4	2,080		11,575	7,825	8
Area 2	Oak Tree	18,725	12	13	3,040	749			
Area 3	Silkwood	10,025	9	7	1,840	401			
Area 4ab	Somerset	26,470	21	22	5,200	1058.8			
Area 5	Summit Mill	11,535	8	15	3,040	461.4			
Area 6	34th Street	5,180	3	6	1,200	207.2			
Area 7	Pryor Meadows	12,250	10	15	3,200	490			
		95,615	81	82	19,600	3,367	11,575	7,825	8

Packet Information

File #: BILL NO. 19-131, **Version:** 1

An Ordinance approving the FY2020 Property And Liability Insurance Program, authorizing the City Manager to enter into Agreements with CNA Insurance, States Self-Insurers Risk Retention Group, Glatfelter Insurance Group, Chubb Limited, Physicians Professional Indemnity Association, and Traveler's Insurance for the procurement of property and liability insurance coverage and related services for FY2020, and authorizing the City Attorney to approve individual claim expenses and/or settlements in amounts not to exceed \$20,000.00 per claim.

Issue/Request:

An ordinance approving the FY2020 Property And Liability Insurance Program, authorizing the City Manager to enter into Agreements with CNA Insurance, States Self-Insurers Risk Retention Group, Glatfelter Insurance Group, Chubb Limited, Physicians Professional Indemnity Association, and Traveler's Insurance for the procurement of property and liability insurance coverage and related services for FY2020, and authorizing the City Attorney to approve individual claim expenses and/or settlements in amounts not to exceed \$20,000.00 per claim.

Key Issues:

- Each year the City Council considers and approves the City's property and liability insurance program.
- Overseen by the Law Department since 2012, the City has enjoyed reduced premium and claim expenses and has increased autonomy and flexibility in the claims management process.
- City's incumbent carrier since 2011 for liability insurance has been One Beacon Insurance.
- City is proposing carriers for its liability coverage from OneBeacon to States Self-Insurers Risk Retention Group, Inc. ("States") to reduce premium costs and give City more autonomy and involvement in claims management
- Based on FY2020 premium quotes, changing from OneBeacon to States insurance could result in a premium savings of approximately \$180,000 per year.
- States does not provide auto physical damage coverage, but the City received a proposal from Glatfelter Insurance Group to maintain the same amount of auto physical damage coverage the City had in FY2019 for a cost not to exceed \$40,000.
- City's incumbent carrier for property insurance, CNA, is being recommended for renewal with rate increase of 19%.
- Medical director coverage was only quoted by the incumbent provider, Physicians Professional Indemnity, and was quoted as a flat rate renewal.
- The City's incumbent carrier for crime insurance, Traveler's Insurance, and was quoted at a flat rate renewal.
- The total premium costs for FY2020 for all lines of relevant property and liability insurance would not exceed \$457,000.00, which is a total decrease of at least \$128,874.00 over FY2019 premiums. Continuing with OneBeacon would result in a total insurance premium of \$646,810.00, which is a total increase of \$60,936.00 over FY2019.
- Authority for the City Attorney to approve liability expenditures on a per claim basis in an amount not to exceed \$20,000.00. Expenditures for claims which exceed this amount would be taken to the City Council for approval.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an ordinance approving the FY2020 Property And Liability Insurance Program, authorizing the City Manager to enter into Agreements with CNA Insurance, States Self-Insurers Risk Retention Group, Glatfelter Insurance Group, Chubb Limited, Physicians Professional Indemnity Association, and Traveler's Insurance for the procurement of property and liability insurance coverage and related services for FY2020, and authorizing the City Attorney to approve individual claim expenses and/or settlements in amounts not to exceed \$20,000.00 per claim.

Background:

Since 2012, the City of Lee's Summit has used risk management program for property and liability matters which is overseen by the Law Department. The program uses a broker relationship for the procurement of insurance products for the City, a defined methodology for requesting competitive quotes for insurance needs, and internal insurance claims management processes and procedures. In addition, the City has a self-insured retention program in lieu of a traditional deductible insurance program. This has resulted in both significant cost savings to the City as well as increased internal control of the City's risk and loss program, enabling broad internal handling and management of claims and claims processes, resulting in additional cost savings.

The City's property insurance carrier, CNA Insurance Companies, Inc., returned with an increase in premiums of approximately 19%, with no changes to the current terms and conditions of the insurance program. The total premium for FY2020 property insurance will be \$194,432.00, to insure the City owned property with a total reported value of \$180,602,601.00. The property insurance policy carries with it a \$50,000.00 deductible reimbursement amount.

Traveler's Insurance provides the City's crime policy, which is quoted for renewal at \$14,207.00. This is the same as the FY2019 premium. The Crime policy provides coverage for theft, dishonest acts, and similar incidents committed by employees and non-employees against the organization.

The City's cyber crime policy carrier, Chubb, provides coverage issues due to cyber crime, such as event management and mitigation costs, data recovery costs, cyber extortion costs, and business interruption costs. This coverage can be placed at any time and does not have to occur at renewal.

The carrier for the City's medical director liability policy, Physician's Professional Indemnity Association, which is coverage required in order for the Fire Department to maintain paramedic and EMT's has offered renewal at the current rate of \$5,780.00 for FY2020, this is the same as the previous year.

The City's incumbent carrier for liability insurance, One Beacon Insurance returned with a 9% increase in total premiums for FY2020 with no changes to the current terms and conditions of the insurance program. Currently, the City is under a \$100,000.00 per occurrence deductible reimbursement amount, with a Stop-Loss of \$500,000.00. The total premium cost for the general liability, automobile, umbrella, employment practices liability, public officials errors and omissions, and law enforcement legal coverage in FY2020 is quoted for renewal at \$428,204.00, which represents an increase of \$35,254.00 over last year's liability premiums. Over the past two fiscal years, the City's total premiums have increased by over \$80,000. The increase is due in part to price hardening in the overall market and the City's own adverse experience.

As such, the City looked at alternative insurance options for its public entity broad form liability that reduces its costs while still maintaining sufficient coverage to keep the City's risk management program financially viable. Public entity broad form liability encompasses general liability, employment practices liability, automobile liability, law enforcement liability and public officials error and omission liability. The City is proposing to change carriers from OneBeacon to States Self-Insurers Risk Retention Group, Inc. ("States").

States is a national insurance pool of public entities who self-insure a portion of their risk and supplement their limits of insurance offered with the purchase of reinsurance. States provides the City with nearly the same coverage at a savings of \$200,000.00 for FY2020. While this option is by far the best priced option and there are a number of benefits to entering into a risk pool like the one States offers, it comes with some additional exposures that do not exist with OneBeacon.

Some of the benefits to States is the member ownership, which allows the City to proactively mitigate risks by learning from and relying on other members in the pool who regularly deal with the same issues. The City also has much more control over litigation that may result in an insurance payout, such as selected legal counsel and determining whether to settle, then it does with OneBeacon. Unlike OneBeacon, however, because States is meant to be excess insurance, each year a member renews, the self-insured retention increases by \$50,000 each year until the self-insured retention is \$250,000. With the increase self-insured retention, the premiums also decrease by approximately \$6,000 per year. OneBeacon also allows the City to carry Stop-Loss coverage of \$500,000, whereas States insurance does not offer Stop-Loss coverage and such coverage is not otherwise available on the market. Finally, States does not provide automobile comp and collision coverage, but the City obtained a quote for such coverage through Glatfelter Insurance Group (“Glatfelter”) for an amount not to exceed \$40,000.00. The automobile coverage maintains the same deductible as the City had with OneBeacon.

City staff have discussed the States program with Lockton in detail, and reviewed States’ policy information. Lockton is prohibited from endorsing, because they are a non-rated “insurer” (as they would with MOPERM, or MPR)- but they have other large Missouri cities in the Pool- Independence, Springfield, and Columbia. The policy is non-assessable, financially viable, and supported by strong reinsurance. States collects over \$12 million in premiums annually and carry a surplus of \$9.6 million. We have contacted references from other entities who are currently members, such as the City of Springfield and the City of Columbia who both noted how well the program treats its members and actively seeks to reduce risk exposure and ensure that a member is taken care of when incidents occur. Transitioning to the States would further reduced the City’s risk management expenditures while maximizing autonomy and efficiency in the risk management process.

Lockton, the City’s insurance broker, believes the States program is designed to benefit entities, like the City, that take an active role in managing risk and claims. The City’s Law Department has actively managed third party claims since 2012 with success.

Finally, the City has used Thomas McGee to third party administrator services for the past year. Third party administrators frequently serve as claims processors and adjusters for organizations who maintain deductible reimbursement programs like the City’s program. They generally handle large and complex claims that cannot be easily administered by Law Department staff.

If the proposed coverage is accepted, the total premium costs for FY2020 for all lines of relevant property and liability insurance would not exceed \$457,000.00, which is a total decrease of at least \$128,874.00 over FY2019 premiums. Continuing with OneBeacon would result in a total insurance premium of \$646,810.00, which is a total increase of \$60,936.00 over FY2019. Transitioning from OneBeacon to States and Glatfelter would save the City almost \$190,000.00 in premiums alone without increasing the City’s deductible reimbursement amount which currently is \$100,000.00 for FY2020. Even when the deductible reimbursement amount increases to \$150,000.00 in FY2021, the City is still estimated to save approximately \$150,000.00 in premiums.

As with previous years, it is proposed that any savings realized between the budget and actual cost for premiums be re-allocated to the Claims and Damages Reserve Fund to continue to build the reserves so that the deductible reimbursement amount may be increased in the future, resulting in further cost savings and stabilizing the fund in the event of large claims.

Daniel White, Chief Counsel of Management & Operations

Recommendation: Staff recommends approval

Committee Recommendation: N/A

BILL NO. 19-131

AN ORDINANCE APPROVING THE FY2020 PROPERTY AND LIABILITY INSURANCE PROGRAM, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, STATES SELF-INSURERS RISK RETENTION GROUP, GLATFELTER INSURANCE GROUP, CHUBB, LIMITED, PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION, AND TRAVELER'S INSURANCE FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE AND RELATED SERVICES FOR FY2020, AND AUTHORIZING THE CITY ATTORNEY TO APPROVE INDIVIDUAL CLAIM EXPENSES AND/OR SETTLEMENTS IN AMOUNTS NOT TO EXCEED \$20,000.00 PER CLAIM.

WHEREAS, the City of Lee's Summit, Missouri is a constitutional charter City, organized and existing under the laws of the State of Missouri (hereinafter "City"); and,

WHEREAS, the City currently maintains a robust property and liability insurance program, wherein the City manages a self insured retention for claims, handling the majority of matters in-house and enjoys flexibility and autonomy in the claims management process; and,

WHEREAS, the City's current property and liability insurance broker, Lockton Companies, Inc., ("Lockton") conducted marketing efforts this spring on behalf of the City for its property and liability insurance; and,

WHEREAS, of the City's incumbent insurance carriers, CNA Insurance, Chubb Limited, Physician's Professional Indemnity Association, and Traveler's Insurance have provided desirable proposals and quotes for renewal of the City's current property and liability insurance programs for FY2020, and the City has enjoyed positive working relationships with them in the past; and,

WHEREAS, Lockton has reviewed the proposed policies from CNA Insurance, Chubb Limited, Physicians Professional Indemnity Association, and Travelers Insurance and recommends renewals with those carriers for FY2020; and,

WHEREAS, the City and Lockton have reviewed liability policy proposals from States Self-Insurers Risk Retention Group and Glatfelter Insurance Group and determined such policies are in the best interests of the City; and,

WHEREAS, the City has budgeted funds to account for the premium costs, brokerage fees, and anticipated claims expenses and losses for FY2020, which specifically includes budgeted funds to cover various losses to be determined through the claims process; and,

WHEREAS, the City desires to accept the quotes from CNA Insurance, States Self-Insurers Risk Retention Group, Glatfelter Insurance Group, Chubb Limited, Physicians Professional Indemnity Association, and Traveler's Insurance and enter into Agreements to procure insurance coverage and related services consistent with the property and liability insurance program presented by City staff for FY2020; and,

WHEREAS, the City desires to convey authority upon the City Attorney to approve individual settlements or claims expenses in amounts not to exceed \$20,000.00 per claim.

BILL NO. 19-131

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

SECTION 1. The FY2020 property and liability insurance program for the City of Lee's Summit be and hereby is accepted and the City Manager is authorized to execute any agreements and other documents necessary to effectuate the procurement of coverage for property and liability insurance and related services with CNA Insurance, States Self-Insurers Risk Retention Group, Glatfelter Insurance Group, Chubb Limited, Physicians Professional Indemnity Association, and Traveler's Insurance on behalf of the City of Lee's Summit.

SECTION 2. The City Attorney is hereby authorized to approve claims expenses, payments or settlements up to \$20,000.00 per claim, subject to the annually budgeted maximum of \$150,000.00 for all claims and expenses for FY2020.

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

SECTION 4. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of Lee's Summit, Missouri this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney
Brian W. Head

Yours Truly

City of Lee's Summit, Missouri Property & Liability Insurance

Insurance Options and
FY 2020 Projections

Savings Initiatives

- Starting 2012...
 - Law Department to oversee Property & Liability Insurance.
 - Convert from Agent to Broker Relationship for Insurance Procurement
 - Increased annual savings
 - Increased \$25,000 per occurrence deductible → \$50,000 per occurrence SIR → \$100,000 SIR with \$500,000 Stop Loss
 - Internally process and manage all claims
 - Managed various claims involving litigation in-house, reducing litigation expenses and deductible payments

Summary of States

- Operating since 1980s
- Member owned and operated, with broad coverage
- Increasing SIR
- Set up to benefit entities with good risk management plans and procedures
- Non-assessable
- Financing (as of 12/31/2017)
 - \$10M treaty limits
 - \$9.6M surplus
 - \$12.2M gross premium

Comparison

	States	OneBeacon
SIR/Premium	\$100,000/ \$179,316 \$150,000/ \$173,405	\$100,000/ \$428,204 \$150,000/ \$415,000
Type of Insurance	Risk-Pool	Traditional
Cliental	Only public entities	Private and Public Entities
Stop-Loss Coverage	Not Available	Available by endorsement
Auto Comp/Collision	Not Available*	\$5,000 deductible

*City has quote for Auto Comp/Collision from Glatfelter Insurance that has a \$5,000 deductible

Liability Insurance Premiums FY 2016 to Present

- FY2016: \$356,444
- FY2017: \$339,818
- FY2018: \$341,710
- FY2019: \$392,850
- FY2020: \$428,204

Liability Claims Processing

Fiscal Year	Internal	Insurance	TPA
2015-16	123	1	N/A
2016-17	125	2	N/A
2017-18	190	3	N/A
2018-19 (to date)	168	0	2

Historical Loss Data

- FY 2016 Historical Loss Data
 - Largest Claim Paid: \$200,000
 - Claims Paid over \$100K SIR: 1*; Claims over Paid \$250K SIR: 1
- FY 2017 Historical Loss Data
 - Largest Claim Paid: \$40,000
 - Claims Paid over \$100K SIR: 0; Claims Paid over \$250K SIR: 0
- FY 2018 Historical Loss Data
 - Largest Claim Paid: \$7,488.18
 - Claims Paid over \$100K SIR: 0*; Claims Paid over \$250K SIR: 0*
- FY 2019 (to date)– No liability claims submitted to insurance
 - Largest Claim Paid: \$76,756.11
 - Claims over \$100K SIR: 0; Claims over \$250K SIR: 0

Continued Cost Reduction Initiatives

- Resources readily available In-House to manage claims and litigation for a variety of matters
- Continued management and review of all claims internally
- Continued subrogation and restitution efforts for damage to City owned property and resources
- Use third-party administrator for complex claims