



The City of Lee's Summit

Final Agenda

City Council - Regular Session

Tuesday, October 15, 2019

6:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 40

Preliminaries:

- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order
- D. Roll Call

1. Approval of Agenda

2. Approval of Consent Agenda:

Items on the Consent Agenda are routine business matters or proposed ordinances approved unanimously by the Council on First Reading. Consent agenda items may be removed by any Councilmember for discussion as part of the regular agenda.

- A. [2019-3089](#) Approval of Liquor Licenses G3 and S for Martin City Brewing Company, 354 SW Blue Pkwy, Lee's Summit, MO 64063
- B. [BILL NO. 19-218](#) An Ordinance annexing property located east of Smart Road approximately one mile south of Highway 50 (Woodland Elementary School property) into the City of Lee's Summit, Jackson County, Missouri.
(Note: First read by Council on October 1, 2019. Passed by unanimous vote.)

Presenter: Mark Dunning, Assistant City Manager

3. Council Roundtable

Council Roundtable is reserved for items of general interest, community announcements and other such information. Council may ask for clarification or give direction about agenda items or discuss items of an emerging nature.

4. Proclamations:

- A. [2019-2938](#) Feed Lee's Summit Month

Presenter: David Gale, LS Sunrise Rotary

5. Resolutions:

- A. [RES NO. 19-13](#) A Resolution adopting the City Council schedule of meetings for 2020.

Presenter: Trisha Fowler Arcuri, City Clerk

6. Public Hearings:

Proposed ordinances considered after a public hearing will be read for the first time and forwarded to a future City Council meeting for second reading, unless deemed to be an emergency as defined in Sec. 3.13(f) of the Lee's Summit Charter. Five affirmative votes are required for approval of second reading.

- A. [2019-3007](#) Public Hearing: Meridian at View High Amendments to Chapter 100 Industrial Development Project

Presenter: Curt Peterson, Polsinelli Law Firm
Mark Dunning, Assistant City Manager
David Bushek, Chief Counsel of Economic Development & Planning

- 1) [BILL NO. 19-223](#) An Ordinance approving an amended and restated plan for an Industrial Development Project for Village at View High, approving the issuance of an additional \$6,500,000 of Industrial Development Revenue Bonds for the Project, and approving the amendment of certain documents in connection therewith.

Presenter: Mark Dunning, Assistant City Manager
David Bushek, Chief Counsel of Economic Development & Planning

7. Public Comments:

Anyone wishing to address the Mayor and Council during Public Comments will be limited to 3 minutes. Each speaker must fill out a Public Comment Card. The Public Comment Cards are located at the entrance of Council Chambers. After completion, the card is to be given to the City Clerk. Please be concise with comments and respect the 3 minute time limit.

8. Proposed Ordinances Forwarded from Committee:

The following proposed ordinances were considered by a Council Committee and are presented to the Council for two readings and adoption.

- A. [BILL NO. 19-224](#) An Ordinance approving Change Order #2 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, for an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion. (PWC 10/07/19)

Presenter: Dena Mezger, Director of Public Works

- B. [BILL NO. 19-225](#) An Ordinance authorizing the City Manager to execute an agreement transferring a snow plow and providing for snow removal on certain residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association. (PWC 10/07/19)

Presenter: Dena Mezger, Director of Public Works

- C. [BILL NO. 19-226](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible preliminary project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport. (BOAC 9/30/19) (PWC 10/07/19)
- Presenter:** Dena Mezger, Director of Public Works
- D. [BILL NO. 19-227](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport. (BOAC 9/30/19) (PWC 10/07/19)
- Presenter:** Dena Mezger, Director of Public Works
- E. [BILL NO. 19-228](#) An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1. (BOAC 9/30/19) (PWC 10/07/19)
- Presenter:** Dena Mezger, Director of Public Works
- F. [BILL NO. 19-229](#) An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update. (BOAC 9/30/19) (PWC 10/07/19)
- Presenter:** Dena Mezger, Director of Public Works
- G. [BILL NO. 19-230](#) An Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services for one-year contracts with four possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same. (PWC 10/07/19)
- Presenter:** Dena Mezger, Director of Public Works
- H. [BILL NO- 19-231](#) An Ordinance approving Change Order #2 to the contract with Vance Brothers, Inc. for the Surface Seal 19/20 project, for an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion. (PWC 10/07/19)
- Presenter:** Dena Mezger, Director of Public Works

- I. [BILL NO. 19-232](#) An Ordinance approving the execution of two grant agreements by and between the State of Missouri, Department of Transportation Traffic and Highway Safety Division and the City of Lee's Summit, Missouri for the Missouri Highway Safety Program. (F&BC 10/14/19)
- Presenter: Travis Forbes, Police Chief
- J. [BILL NO. 19-233](#) An Ordinance authorizing the execution of all necessary intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including its HealthNet Division to permit the City to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program. (F&BC 10/14/19)
- Presenter: Dan Manley, Assistant Fire Chief
- K. [BILL NO. 19-234](#) An Ordinance approving an amendment to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit. (F&BC 10/14/19)
- Presenter: Brian Austerman, Assistant Fire Chief
- L. [BILL NO. 19-235](#) An Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City. (F&BC 10/14/19)
- Presenter: Brian Austerman, Assistant Fire Chief
- M. [BILL NO. 19-236](#) An Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same. (F&BC 10/14/19)
- Presenter: Ryan A. Elam, Director of Development Services
- N. [BILL NO. 19-237](#) An Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri. (F&BC 10/14/19)
- Presenter: Anita Dickey, Director of Human Resources

- O. [BILL NO. 19-238](#) An Ordinance approving the award of Bid No. 2019-076 for the purchase, and installation, maintenance, and repair services of heating, ventilation and air-conditioning systems for a one-year term with up to four, one-year renewals to ACS Building Services, LLC (Contract No. 2019-076-1), Todco Mechanical, LLC (Contract No. 2019-076-2), and The Waldinger Corporation (Contract No. 2019-076-3), and authorizing the City Manager to the same by and on behalf of the City of Lee's Summit, Missouri. (F&BC 10/14/19)

Presenter: Rick Gentry, Purchasing Manager for Procurement and Contract Services Division

- P. [BILL NO. 19-239](#) An Ordinance approving the use of a Cooperative Contract between the State of Missouri and Environmental Systems Research Institute for GIS software and maintenance and authorizing the City Manager to execute the same by and on behalf of the City of Lee's Summit, Missouri. (F&BC 10/14/19)

Presenter: Rick Gentry, Procurement and Contract Services Manager

10. Proposed Ordinances - First Reading:

The proposed ordinances presented for first reading may include items with a previous hearing; an item brought directly to the City Council without a recommendation from a Council Committee; or, items forwarded from citizen Boards or Commissions. Five affirmative votes are required for approval of second reading.

- A. [BILL NO. 19-240](#) An Ordinance accepting Final Plat entitled Summit View Farms 3rd Plat, Lots 51-74 and Tract C, as a subdivision to the City of Lee's Summit, Missouri.

Presenter: Josh Johnson, AICP, Assistant Director of Plan Services

- B. [BILL NO. 19-241](#) An Ordinance vacating a certain utility and cross access easement located at 3924 & 3930 SW Raintree Drive in the City of Lee's Summit, Missouri.

Presenter: Josh Johnson, AICP, Assistant Director Plan Services
Weyen Burnam, applicant

11. Committee Reports

Committee chairs report on matters held in Committee.

Historic Preservation Commission – Oct. 21 – 6:00 p.m.

Livable Streets Advisory Board – Oct. 22 – 6:30 p.m.

Parks and Recreation Board – Oct. 23 – 6:00 p.m.

Planning Commission – Oct. 24 – 5:00 p.m.

Health Education Advisory Board – Oct. 24 – 6:30 p.m.

Velocity – Oct. 28 – 2:30 p.m.

Human Relations Commission – Oct. 28 – 6:30 p.m.

Arts Council – Oct. 28 – 6:30 p.m.

Public Works Committee – Nov. 4 – 5:30 p.m.

12. Council Comments:

(NOTE: Total time for Council Comments will be limited to 5 minutes.)

13. Staff Roundtable

Staff Roundtable is reserved for items of general interest, community announcements and other such information; however, staff may ask for clarification or direction from the council related to items on the agenda or for items of an emergency nature for which insufficient time exists for adding to the agenda.

14. Adjournment

Unless determined otherwise by the Mayor and City Council, no new agenda items shall be considered after 11:00 p.m.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

Packet Information

File #: 2019-3089, **Version:** 1

Approval of Liquor Licenses G3 and S for Martin City Brewing Company, 354 SW Blue Pkwy, Lee's Summit, MO 64063

Key Issues:

The approval of Liquor Licenses G3 and S for Martin City Brewing Company, 354 SW Blue Pkwy, Lee's Summit, MO 64063.

Background:

A background check was conducted on the managing officer with no negative information found.

Staff Recommendations:

The director of liquor control recommends the approval of the Liquor Licenses G3 and S for Martin City Brewing Company.



CITY OF LEE'S SUMMIT

LIQUOR LICENSE APPLICATION PROCESS

General Information: (Please keep this information for your records)

- ✓ ➤ Completed applications are to be returned to Administration at the Lee's Summit Police Department, 10 NE Tudor Rd., Lee's Summit, MO 64086. Please call Joshua Ward at 816-969-1747 (or e-mail joshua.ward@cityofls.net) with any questions regarding liquor license applications or the Lee's Summit Alcoholic Beverages Ordinance. **Please call to make an appointment for liquor license matters.**
- ✓ ➤ Any reference to "applicant" on the applications refers to the owner and/or managing officer. The person who completes and signs the application shall have it notarized. Notary service is available free of charge for liquor license applications at the Lee's Summit Police Department.
- ✓ ➤ Print legibly or type answers on liquor license applications. Use additional sheets, if necessary.
- ✓ ➤ For newly constructed or remodeled businesses, a certificate of occupancy permit shall be obtained *prior* to the actual issuance of a city liquor license. To obtain this permit, contact Codes Administration at 816-969-1200. For zoning approval, contact Planning and Development at 816-969-1600. For business licenses, contact the Treasury Department at 816-969-1139.
- ✓ ➤ Fingerprints may be obtained at the Lee's Summit Police Department. The applicant and managing officer, if different, as well as all officers, directors, and any shareholder holding more than a ten percent (10%) interest in the business shall be fingerprinted.
- ✓ ➤ The Lee's Summit City Council meets in Regular Session two times a month. You must submit your application to the Police Department two weeks prior to the Council meeting where the license will be presented for vote. All applications will be forwarded to the City Clerk for City Council approval.
- After City Council approval, all further business transactions will be conducted at City Hall, 200 SE Green Street, Lee's Summit, MO 64063. A Letter of Approval and Liquor License can be picked up at the City Hall Clerk's Office (816-969-1005) the day after City Council approval. Otherwise, they will be mailed to your business. Please contact the Missouri Department of Public Safety-Alcohol and Tobacco control (816-743-8888) at 8800 E. 63rd Street, Raytown, MO 64133 for information on obtaining your MO State Liquor license.
- **No alcohol sales will be allowed until a valid City Liquor License is issued.**



CITY OF LEE'S SUMMIT, MISSOURI

APPLICATION FOR BUSINESS LIQUOR LICENSE

Please mark ("x") which one of the following licenses you will need for a Lee's Summit, Missouri establishment. Sunday licenses are a separate application.

- _____ A1 - Manufacturing, brewing malt liquor (\$300.00)
- _____ A3 - Wholesale selling of malt liquor (\$75.00)
- _____ B1 - Manufacturing 22% or less alcohol content intoxicating liquor (\$150.00)
- _____ B2 - Manufacturing, distilling, blending intoxicating liquor of all kinds (\$300.00)
- _____ B3 - Wholesale selling of 22% or less alcohol-content intoxicating liquor (\$150.00)
- _____ B4 - Wholesale selling of intoxicating liquor of all kinds (\$375.00)
- _____ C1 - General retail selling of malt liquors, or wine, or both, by the drink **and** in the original package (\$52.50)
- _____ C2 - Hotel retail selling of malt liquor by the drink and in the original package \$52.50)
- _____ C3 - Restaurant retail selling of malt liquor by the drink **and also** in the original package, **including Sunday sales** (\$75.00)
- _____ D - Retail selling of malt liquor only in the original package, **including Sunday** (22.50)
- _____ G1 - General retail selling of intoxicating liquor of all kinds by the drink **and** in the original package (\$450.00)
- _____ G2 - Hotel retail selling of intoxicating liquor of all kinds by the drink **and also** in the original package (\$450.00)
- xxx _____ G3 - Restaurant retail selling of intoxicating liquor of all kinds by the drink **and** in the original package (\$450.00)
- _____ H - Retail selling of intoxicating liquor of all kinds only in the original package (\$150.00)
- _____ I - **Consuming** intoxicating liquor on premises not licensed to sell (C.O.L.) (\$90.00)
- _____ J - Resort retail selling of intoxicating liquor by the drink (\$450.00)
- _____ J (temp) – Resort temporary retail selling of intoxicating liquor by the drink (\$75.00 in addition to Type J)
- _____ M – Caterer temporary location (7-day) for retail selling of intoxicating liquor by the drink (\$15.00/day)
- _____ N – Caterer temporary location (50-day) for retail selling of intoxicating liquor by the drink (\$500.00)
- _____ O – Caterer temporary location (unlimited) for retail selling of intoxicating liquor by the drink (\$1,000.00)
- _____ P – Fourth of July temporary 7-day selling of wine and malt liquor by the drink (church, school, etc.) (\$150.00)
- _____ Q – Temporary (7-day) picnic retail selling of intoxicating malt liquor by the drink (church, school, etc.) (\$15.00/day)
- _____ R – Temporary (7-day) picnic retail selling of intoxicating liquor by the drink (\$37.50/day)
- xxx _____ S - **Sunday** license retail selling intoxicating liquor of all kinds (\$300.00 in addition to specific type)
- _____ Tasting – yearly fee in addition to specific type (\$25.00)

(Any reference to "Applicant" in this document refers to the Owner/Managing Officer.)

To be completed by applicant as (check one):

Sole Owner & Operator ☐

Corporation ☐

Partnership ☐

LLC ☒

Corporation/LLC Name: MARTIN CITY BREWING COMPANY AT BLUE PARKWAY LLC

Business Name: MARTIN CITY Phone: 816-918-1550

Business Address: 354 SW BLUE PARKWAY Lee's Summit, MO 64063

(I), (We), the undersigned, hereby apply to the City of Lee's Summit, MO, for the following described license:

Type G3 & S for the premises described above.

Applicant's Name: MATTHEW M MOORE Phone: 816-918-1550

Home Address: 5123 SW SANDPIPER DRIVE, LEE'S SUMMIT, MO 64082

Place of Birth _____ Date of Birth: _____

Place of Employment (other than business): MARTIN CITY BREWING COMPANY

Employment Address: 13440 HOLMES ROAD, KANSAS CITY, MO Phone: 816-918-1550

1. List all previous addresses, if less than five years at current address: _____
5123 SW SANDPIPER DRIVE, LEE'S SUMMIT, MO 64082

2. Are you a citizen of the United States of America? Yes. If naturalized, give date and place of naturalization: NA
3. Will you be the person in active control and/or management (managing officer) of this business full-time? Yes. If not, give complete details on the planned management and persons involved.
NA

4. Have you or any person employed by you ever held any type of liquor license issued by the City of Lee's Summit or by the licensing authority of any state, county or city? Yes.
Provide details: I HOLD SEVERAL MISSOURI LICENSES--MARTIN CITY BREWING COMPANY AND THE MARTIN ALL LOCATED NEAR 135TH AND HOLMES, KANSAS CITY, MO

5. Has any such license listed in question #4 ever been suspended or revoked? NO If so, please give complete details: NA
-
6. Have you ever made application for a liquor license that was denied by the City of Lee's Summit or by the licensing authority of any state, county or city? NO If so, please give complete details: NA
-
7. Have you or anyone interested either directly or indirectly in the premises to be licensed hereunder or the operation thereon ever been convicted of a felony? NO If so, please give complete details: NA
-
8. If not a corporation/LLC, give names and business addresses of employers for the past five years. (If self-employed, state nature of business and location.): NA
-
9. Is the proposed location within 300 feet of a church or school? NO
-
10. If existing business, from whom and when was the business purchased? NA
-
- Effective date of possession: 8/1/19. Name of mortgage holder, if any: NA
-
11. Will any distiller, wholesaler, wine maker, brewer, or supplier, or coin operated, commercial, manual or mechanical amusement devices or the employees, officers or agents thereof, have any financial interest in the retail business of the applicant for the sale of alcoholic beverages, or "C.O.L.", and will the applicant directly or indirectly borrow or accept from any such persons equipment, money, credit, or property of any kind except ordinary commercial credit for liquor sold? NO If so, please explain: NA
-
12. Will applicant either directly or indirectly borrow or accept from any person identified in #11 either equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? NO If so, please explain: NA
-

13. Will you at all times permit the entry of any officer or investigator who may have legal supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the ordinances of Lee's Summit, Missouri, and the laws of the State of Missouri; and do you promise and agree not to violate any of the ordinances of Lee's Summit, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which the license is sought? YES

IF BUSINESS IS OWNED BY A CORPORATION. COMPLETE THIS SECTION:

Name of corporation/LLC: MARTIN CITY BREWING COMPANY AT BLUE PARKWAY LLC

State in which incorporated: MISSOURI Date of incorporation: 03/27/2019

If not a Missouri corporation/LLC, date authorized to do business in Missouri: NA

Full name, complete residential address, date of birth and Social Security Number of the President, Vice President, Treasurer and Secretary of the corporation (or Members of the LLC):
SEE ATTACHED SCHEDULE

If stock is not publicly held, give names and residential addresses of all stockholders who hold 10% or more of the capital stock: SEE ATTACHED SCHEDULE

(County of Jackson)

SS

(State of Missouri)

I, MATTHEW M MOORE, being of lawful age and dulysworn upon my oath,
(Print Applicant's Name)
do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

Matthew M Moore

Applicant's Signature

Subscribed and sworn to before me this 26TH day of June, 2019

RICHARD TODD BRYANT
Notary Public - Notary Seal
State of Missouri, Jackson County
Commission # 15544717
My Commission Expires Jul 21, 2019

[Signature]
Notary Public

My commission expires

SHAREHOLDER - MEMBER - OFFICER INFORMATION

LAST NAME MOORE		FIRST NAME MATTHEW		MIDDLE INITIAL M	DATE OF BIRTH	PLACE OF BIRTH KANSAS
SOCIAL SECURITY NUMBER	SEX <input checked="" type="checkbox"/> M <input type="checkbox"/> F	POSITION* MANAGER			NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST 40%	
ADDRESS 5123 SW SANDPIPER DR		CITY LEE'S SUMMIT		STATE & ZIP CODE MO 64082		TELEPHONE NUMBER (816) 268-2222
LAST NAME ADAMS		FIRST NAME CHANCIE		MIDDLE INITIAL C	DATE OF BIRTH	PLACE OF BIRTH WHITESBURG KY
SOCIAL SECURITY NUMBER	SEX <input checked="" type="checkbox"/> M <input type="checkbox"/> F	POSITION* MEMBER			NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST 40%	
ADDRESS 2055 W 162ND STREET		CITY STILWELL		STATE & ZIP CODE KS 66085		TELEPHONE NUMBER (816) 268-2222
LAST NAME CLARK		FIRST NAME DANIEL		MIDDLE INITIAL L	DATE OF BIRTH	PLACE OF BIRTH MISSOURI
SOCIAL SECURITY NUMBER	SEX <input checked="" type="checkbox"/> M <input type="checkbox"/> F	POSITION* MEMBER			NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST 20%	
ADDRESS 100 EAST 118TH STREET		CITY KANSAS CITY		STATE & ZIP CODE MO 64114		TELEPHONE NUMBER (816) 804-4469
LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH
SOCIAL SECURITY NUMBER	SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*			NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST	
ADDRESS		CITY		STATE & ZIP CODE		TELEPHONE NUMBER
LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH
SOCIAL SECURITY NUMBER	SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*			NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST	
ADDRESS		CITY		STATE & ZIP CODE		TELEPHONE NUMBER
LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH
SOCIAL SECURITY NUMBER	SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*			NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST	
ADDRESS		CITY		STATE & ZIP CODE		TELEPHONE NUMBER
LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH
SOCIAL SECURITY NUMBER	SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*			NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST	
ADDRESS		CITY		STATE & ZIP CODE		TELEPHONE NUMBER
LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH
SOCIAL SECURITY NUMBER	SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*			NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST	
ADDRESS		CITY		STATE & ZIP CODE		TELEPHONE NUMBER
LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH	PLACE OF BIRTH
SOCIAL SECURITY NUMBER	SEX <input type="checkbox"/> M <input type="checkbox"/> F	POSITION*			NUMBER OF SHARES OWNED/% MEMBERSHIP INTEREST	
ADDRESS		CITY		STATE & ZIP CODE		TELEPHONE NUMBER

*POSITION = PRESIDENT, VICE-PRESIDENT, EXECUTIVE VICE-PRESIDENT, SECRETARY, TREASURER, MEMBER, SHAREHOLDER, CHAIRMAN, TRUSTEE, CEO, DIRECTOR

To Be Provided By Applicant:

1) The Applicant and/or Managing Officer (if different) shall provide:

- a) Recent photograph;
- b) Copy of Missouri voter registration card;
- c) Copy of paid Missouri personal property tax receipt for year immediately preceding date of application
- d) Fingerprints (obtained at the Lee's Summit Police Department, Main Lobby, 10 NE Tudor Rd., Lee's Summit, MO). The Applicant and/or Managing Officer (if different) will be fingerprinted as will all officers, directors and any shareholder holding more than a ten percent (10%) interest in the business.

2) Copy of Business License (contact Treasury Department at 816-969-1139).

3) Copy of Zoning Approval (contact Planning & Development at 816-969-1600).

4) If existing business location:

- a) Copy of lease or mortgage showing Proof of Occupancy.
- b) Recent photographs of the interior and exterior of the premises to be licensed.

5) For newly constructed or remodeled businesses:

- a) Certificate of Occupancy Permit shall be obtained prior to the actual issuance of a city liquor license (contact Codes Administration at 816-969-1200).
- b) Complete description of the plans, specifications, and fixtures of the proposed place of business.

6) Package Liquor Only: Inventory Affidavit, notarized by the applicant, stating the type of business presently engaged in, or in conjunction with, which the license shall be used; **AND** stating that in his place of business the applicant has, and at all times keeps, a stock of goods having an invoice of at least \$1,000, exclusive of fixtures and intoxicating liquors.

7) Appropriate license fee: Make checks and money orders payable to the City of Lee's Summit.

8) Estimated date of opening? AUGUST 1, 2019

For Office Use Only:

It is recommended this application be APPROVED ~~DISAPPROVED~~ this 7th day of October, 2019.



Director of Liquor Control

City Council Action: ☐ Approved ☐ Disapproved Date: _____



APPLICATION FOR LIQUOR LICENSE

TYPE "S" - SUNDAY RETAIL (\$300)

The following is to be completed by the owner or managing officer:

Sole Owner & Operator ☐

Corporation ☒

Partnership ☐

Applicant's Name: MATTHEW M MOORE

Business Name: MARTIN CITY Phone: 816-918-1550

Business Address: 354 SW BLUE PARKWAY Lee's Summit, MO _

I, the undersigned, hereby make application to the City of Lee's Summit, Missouri, for a Type "S" liquor license in accordance with Chapter 4, "Alcoholic Beverages" Ordinance of the City of Lee's Summit, Missouri.

County of Jackson)

SS

State of Missouri)

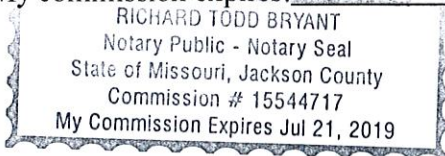
I, (please print) MATTHEW M MOORE, being of lawful age and duly sworn upon my oath, do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

Matthew M Moore

Applicant's Signature

Subscribed and sworn to before me this 26TH day of JUNE 2019

My commission expires: _____



[Signature]

Notary Public

It is recommended this application be APPROVED / ~~DISAPPROVED~~ this 7th day of October, 2019.

[Signature]

Director of Liquor Control

City Council Action: ☐ Approved ☐ Disapproved Date: _____

LSPD FORM #446 (New, 08/91, Revised 03/00, 09/12)

Packet Information

File #: BILL NO. 19-218, **Version:** 1

An Ordinance annexing property located east of Smart Road approximately one mile south of Highway 50 (Woodland Elementary School property) into the City of Lee's Summit, Jackson County, Missouri.

(Note: First read by Council on October 1, 2019. Passed by unanimous vote.)

Issue/Request:

The Lee's Summit R-VII School District is requesting approval of an annexation of the Woodland Elementary School property for connection to the City's sewer system.

Proposed City Council Motion:

I move for adoption of an Ordinance annexing property located east of Smart Road approximately one mile south of Highway 50 (Woodland Elementary School property) into the City of Lee's Summit, Jackson County, Missouri.

Mark Dunning, Assistant City Manager

BILL NO. 19-218

AN ORDINANCE ANNEXING PROPERTY LOCATED EAST OF SMART ROAD APPROXIMATELY ONE MILE SOUTH OF HIGHWAY 50 (WOODLAND ELEMENTARY SCHOOL PROPERTY) INTO THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.

WHEREAS, pursuant to section 71.012 of the Revised Statutes of Missouri, a verified petition requesting voluntary annexation of real estate (the "**Petition**"), which is attached hereto as **Exhibit A** and incorporated herein by reference, was presented to the governing body of the City of Lee's Summit, Missouri, on October 1, 2019, by the owners of the fee interests of record in the tracts of real property which contains the Woodland Elementary School; and,

WHEREAS, due public notice in the manner prescribed by law was given in the *Lee's Summit Tribune* on September 21, 2019, for a public hearing concerning this matter before the Lee's Summit City Council for October 1, 2019; and,

WHEREAS, the City Council did hold a public hearing regarding the proposed annexation on October 1, 2019, which public hearing was held not less than fourteen (14) nor more than sixty (60) days after the petition was presented to the City Council; and,

WHEREAS, at the public hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and,

WHEREAS, no written objections to the proposed annexation were filed with the City within fourteen (14) days after the public hearing pursuant to section 71.012 of the Revised Statutes of Missouri; and,

WHEREAS, the area to be annexed is contiguous and compact to the existing corporate limits of the City, said annexation is reasonable and necessary to the proper development of the City and the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, the City Council now desires to make a determination regarding annexation of the property.

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

SECTION 1. That the Lee's Summit City Council finds that the area to be annexed as stated in the Petition is contiguous and compact to the existing corporate limits of the City, that said annexation is reasonable and necessary to the proper development of the City and that the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time.

BILL NO. 19-218

SECTION 2. That the following described tract of real estate is annexed to the City of Lee's Summit, Missouri, and the city limits of Lee's Summit are hereby extended to include such territory:

A tract of land being in the north one-half of the northwest quarter of the southwest quarter of Section 13, Township 47 North, Range 31 West of the fifth principal meridian, Jackson County, Missouri.

SECTION 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 5. That the City Clerk is hereby instructed to cause three (3) certified copies of this ordinance to be filed with the County Clerk of Jackson County, Missouri, to cause one (1) certified copy of this ordinance to be recorded in the Office of the Director of Records of Jackson County, Missouri, at Independence, to cause one (1) certified copy of this ordinance to be filed with the election authority of Jackson County, Missouri, and, pursuant to section 66.620.7., of the Revised Statutes of Missouri, to cause, by registered mail, one (1) certified copy of this ordinance, accompanied by the map which is attached hereto as **Exhibit B** and incorporated herein by reference, clearly showing the territory added, to be forwarded to the Missouri Director of Revenue.

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-218

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

**VERIFIED PETITION TO THE CITY OF LEE'S SUMMIT
FOR VOLUNTARY ANNEXATION OF PROPERTY**

To the City of Lee's Summit, Missouri:

In accordance with the provisions of Section 71.012 of the Revised Statutes of Missouri, as amended, the undersigned, being owners of all fee interest of record with respect to the real property described below (the "**Property**"), hereby petition and request that the Property be annexed by the City of Lee's Summit, Missouri (the "**City**").

PROPERTY TO BE ANNEXED:

The Property is located in Jackson County, Missouri, is contiguous and compact to the existing corporate limits of the City and is generally located 1 mile South of US Highway 50 on Smart Road that is the site of Woodland Elementary School. The legal description of the Property is as follows:

A TRACT OF LAND BEING IN THE NORTH ONE-HALF OF
THE NORTHWEST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 13, TOWNSHIP 47 NORTH, RANGE
31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, JACKSON
COUNTY, MISSOURI

PROPERTY OWNERS AND ADDRESSES:

Lee's Summit R-VII School District
301 NE Tudor Road
Lee's Summit MO 64086

REQUEST FOR PUBLICATION HEARING:

The undersigned owners respectfully request that the governing body of the City hold a public hearing concerning this request for voluntary annexation of the Property, such public hearing to be held not less than 14 days nor more than 60 days after receipt of this Petition, as required by Section 71.012 of the Revised Statutes of Missouri, as amended.

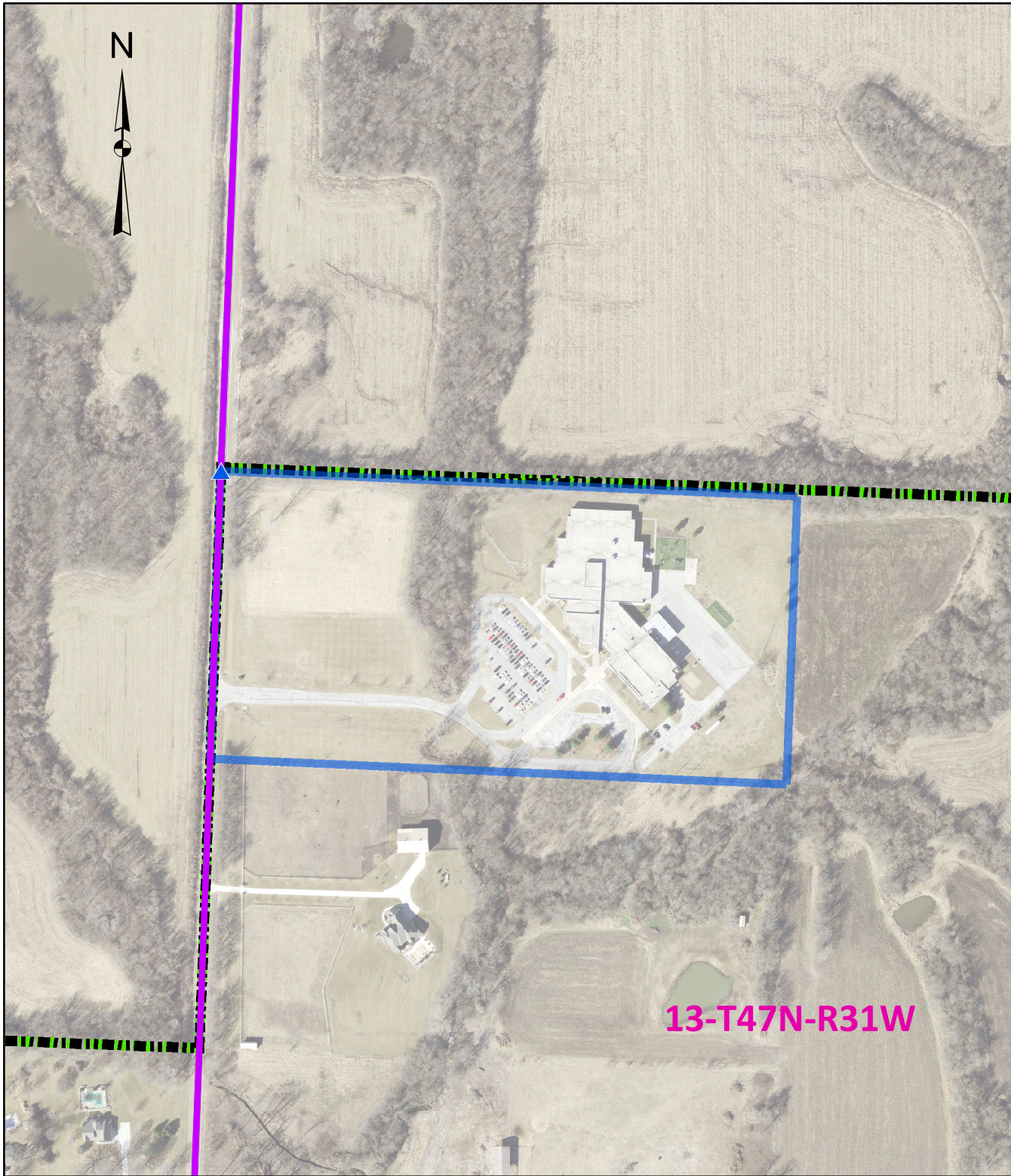
Verification

The undersigned owners, constituting the owners of all fee interest of record in the Property have executed this Petition on the 25th day of July, 2019, and being first duly sworn upon their oath, being of

**CITY OF LEE'S SUMMIT, MO
RECEIVED IN THE OFFICE OF
THE CITY CLERK**

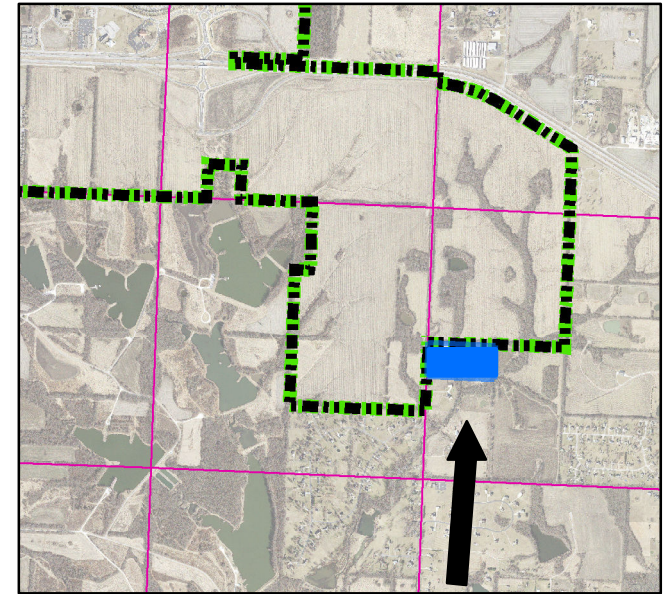
DATE: 8-6-19
TIME: 4:50 p.m.
INITIALS: TFA





13-T47N-R31W

LOCATION MAP



City Boundary



Section Grid



R7 Annexation Area

Property Description:

The north half of the northwest quarter
of the southwest quarter
of section 13, township 47 north, range 31 west.

Packet Information

File #: 2019-2938, **Version:** 1

Feed Lee's Summit Month

Issue/Request:

To raise community awareness about providing food for families in need, Mayor Baird is proclaiming November 2019 as Feed Lee's Summit Month.

David Gale, LS Sunrise Rotary

PROCLAMATION



WHEREAS, hunger is a universal social problem increasing in cities across the country and throughout the world; and,

WHEREAS, children, senior citizens, veterans, the disabled, the unemployed, the poor and the homeless are all affected by hunger; and,

WHEREAS, finding solutions to end hunger is an on-going challenge and providing food for individuals and families is a top priority for local non-profit organizations in the City of Lee's Summit; and,

WHEREAS, our community is comprised of compassionate, philanthropic people who desire to help their neighbors and fellow citizens by supporting and contributing to local non-profit organizations; and,

WHEREAS, to help alleviate hunger in our community on November 14, 2019, the Lee's Summit Sunrise Rotary is sponsoring the "Feed Lee's Summit" fundraising event and will donate proceeds to Coldwater, Lee's Summit Social Services, Meals on Wheels and One Good Meal benefiting over 4,700 residents.

NOW, THEREFORE, I, William A. Baird, by virtue of the authority vested in me as Mayor of the City of Lee's Summit, Missouri, do hereby proclaim November 2019 as

FEED LEE'S SUMMIT MONTH

to bring awareness of hunger in the Lee's Summit community and to encourage our citizens and businesses help diminish hunger in our hometown.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Lee's Summit, Missouri, this 15th day of October 2019.

MAYOR WILLIAM A. BAIRD

Packet Information

File #: RES NO. 19-13, **Version:** 1

A Resolution adopting the City Council schedule of meetings for 2020.

Proposed City Council Motion:

I move for adoption of a Resolution adopting the City Council schedule of meetings for 2020.

Trisha Fowler Arcuri, City Clerk

Staff recommends approval.

]

RESOLUTION NO. 19-

A RESOLUTION ADOPTING THE CITY COUNCIL SCHEDULE OF MEETINGS FOR 2020.

WHEREAS, Section 3.13, Legislative Proceedings, of the Charter for the City of Lee's Summit, Missouri, provides that, "The City Council shall meet regularly at least once each month at such times and places as the City Council may prescribe"; and,

WHEREAS, said section of the Charter also provides that special meetings of the Council may be called upon the Mayor's own motion or at the request of four members of the Council but never earlier than twenty-four hours after notice is given to all members of the Council; and,

WHEREAS, pursuant to Section 3.13, Legislative Proceedings, of the Charter, the City Council desires to establish a schedule of City Council meetings for the 2020 calendar year, which includes any identified conflicts with the regular dates of the meetings.

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

SECTION 1. That the City Council hereby approves and adopts the 2020 City Council Schedule of Meetings, attached hereto.

SECTION 2. That this Resolution shall be in full force and effect immediately upon its passage and adoption, and approval by the Mayor.

PASSED and ADOPTED by the City Council for the City of Lee's Summit, Missouri, and 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*

**2020
LEE'S SUMMIT CITY COUNCIL
MEETING AND CUT-OFF DATES**

Tuesday Meeting Dates	Anticipated Council Activities	Items in Review By 12:00pm (NOON)
January 7 *January 14 January 21	January 28 – Final Certification due to Counties	December 31 January 8 January 15
February 4 No Meeting February 11 February 18	February 11 – 12 MML Legislative Conference <i>Jefferson City, MO</i>	January 29 February 12
March 3 March 17 *March 24	March 8 - 11 NLC Annual Congressional City Conference <i>Washington, DC</i>	February 26 March 4 March 11
April 14 *April 21 April 28	April 7 – Election Day April 14 & 21 – New Council Orientation April 28 – Sine Die	April 1 April 8 April 15
May 5 *May 12 May 19	May 12 – New Council Orientation	April 29 May 6 May 13
June 2 *June 9 June 16	June 4 – 5 Elected Officials Training <i>Columbia, MO</i>	May 27 June 3 June 10
July 7 *July 14 July 21	July 23 MML West Gate Civic Leadership Banquet	July 1 July 8 July 15
August 4 *August 11 August 18		July 29 August 5 August 12
September 1 No Meeting September 8 September 15	September 6-9 MML Annual Conference <i>St. Charles, MO</i> <i>9/22/19 – Mayor's State of the City</i>	August 26 September 9
October 6 *October 13 October 20		September 30 October 7 October 14
November 3 *November 10 November 17	November 18-21 NLC City Summit <i>Tampa, FL</i>	October 28 November 4 November 11
December 1 *December 8 December 15		November 23 December 2 December 9

* - Tentative Work Session

Packet Information

File #: 2019-3007, **Version:** 1

Public Hearing: Meridian at View High Amendments to Chapter 100 Industrial Development Project

Issue/Request:

Meridian View High, LLC is the developer of the 312 unit multi-family Meridian at View High project currently under construction near the intersection of View High and 3rd Street. Meridian View High, LLC is requesting to amend the Chapter 100 Industrial Development Project to amend the Payment In Lieu of Tax (PILOT) schedule and authorize additional bond capacity in the amount of \$6,500,000 for a total maximum principal amount not to exceed \$46,000,000 to complete the project. The request to amend the approved Chapter 100 Industrial Development Project is due to unanticipated project delays and increased construction costs and cost overruns related to the project.

Key Issues:

Meridian View High, LLC is requesting to amend the current PILOT schedule to allow for one additional year for construction completion. The current approved PILOT schedule allows for the first two year PILOTS to be nominal amounts to allow for project completion during 2017 - 2018 with 2019 PILOTS established for project completion and occupancy. The PILOT structure for the completed project is approved to be in place through 2028 (ten year period). As the project is not fully completed, Meridian View High, LLC is requesting one additional year of nominal PILOTS to allow for project completion and occupancy prior to triggering the "full" PILOT payment for the completed project. In summary, this would adjust the PILOT schedule by deferring the "full" PILOT Payment by one year. Provided below is a comparison of the Approved PILOT Schedule and the Proposed/Requested PILOT Schedule:

Approved PILOT Schedule

<u>Year</u>	<u>PILOT Amount</u>
2017	\$1,149.00
2018	\$1,149.00
2019	\$327,912.00
2020	\$327,912.00
2021	\$327,912.00
2022	\$336,110.00
2023	\$336,110.00
2024	\$336,110.00
2025	\$336,110.00
2026	\$336,110.00
2027	\$344,513.00
2028	\$344,513.00

Proposed/Requested PILOT Schedule

<u>Year</u>	<u>PILOT Amount</u>
2017	\$1,149.00
2018	\$1,149.00
2019	\$1,149.00
2020	\$199,099.00
2021	\$327,912.00
2022	\$327,912.00
2023	\$336,110.00
2023	\$336,110.00
2025	\$336,110.00
2026	\$336,110.00
2027	\$336,110.00
2028	\$344,513.00
2029	\$344,513.00

In addition to adjusting the PILOT schedule to allow for completion of the project, Meridian View High, LLC is

requesting to authorize an increase in bond capacity of \$6,500,000 for a total maximum principal amount not to exceed \$46,000,000. This does not change the risk of the project for the City, this only adjusts the bond amount to match the actual project costs.

In making these adjustments, the maturity of the bonds would be extended for one year to December 1, 2029; the term of the Lease would be extended by one year to December 1, 2029; and the term of the PILOT schedule extended by a period of one year through 2029.

This public hearing is required in order to make such requested adjustments, and notices for the public hearing have been provided to taxing jurisdictions in accordance with regulatory requirements.

Proposed City Council Motion:

No motion necessary - a proposed ordinance has been placed on the October 15th agenda for consideration.

Background:

On February 2, 2017, The City Council passed Ordinance No. 8082 authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Village at View High Project), Series 2017, in the maximum principal amount of \$39,500,000 (the "Bonds"), for the purpose of acquiring and improving certain real property located generally in the vicinity of the northeast intersection of 3rd Street and View High Drive in the City (the "Project Site"), including the construction and improvement of a commercial facility on the Project Site (the "Project Improvements," together with the Project Site, the "Project"). The project consists of the design and construction of the Meridian at View High, a 312-unit high-end multi-family complex in the vicinity of the northeast intersection of 3rd Street and View High Drive. The Company receives tax abatement under the Chapter 100 structure on the real property included in the project. However, the Company makes fixed Payments in Lieu of Taxes in accordance with the approved PILOT schedule. The PILOT schedule was set based on information provided to the Council by City staff regarding the tax payments on comparable properties. The PILOT amount was based on \$1,051 per unit beginning in 2019.

Curt Peterson, Polsinelli Law Firm

Mark Dunning, Assistant City Manager

David Bushek, Chief Counsel of Economic Development & Planning

From: [Curtis Petersen](#)
To: [David Bushek](#)
Subject: Meridian View High, LLC - Request for Adjustment of Ch. 100 PILOT Schedule
Date: Thursday, August 15, 2019 1:14:33 PM

***** This email is from an external source, use caution before clicking on links or opening attachments. *****

David:

As you know, the City issued Ch. 100 bonds for the Meridian View High project in 2017. A PILOT schedule in the Performance Agreement set forth 12 years of PILOTs (2017 – 2028), which is pasted below. The first two years – 2017 and 2018 – were nominal amounts, while the subsequent 10 years, starting with tax year 2019, had significant PILOT amounts. So, in short, as is typical in many cities, you could say loosely that a 10-year fixed PILOT deal was granted with two additional initial years of nominal base value PILOTs during construction.

The PILOT schedule was structure this way because it was anticipated that the project's construction would be completed during 2017 and 2018. Unfortunately, the project has faced significant delays and now will not be completed until 2020. The reason for the project delays stem from the master developer's (not related to Cityscape) delays in completing the public infrastructure required for the Meridian View High project. Since I know you have been intimately involved with that issue on behalf of the City, I will not elaborate here.

Given the new construction completion schedule, we would respectfully request the City's adjustment of the PILOT schedule to ensure the core 10-year fixed PILOT deal + nominal PILOTs during construction remains in place. This would require adjusting the PILOT schedule so that the 2019 PILOT payment would be the same nominal payment as was applicable in 2017 and 2018 -- \$1,149.00. After that, the 2020 payment would be the payment originally scheduled for 2019 and so on. I have pasted the requested new schedule below.

Since the delays discussed above are very much related to the substance of the settlement agreement related to the master developer's View High public infrastructure, as we've discussed, we would hope this request could be considered by the City Council at the same meeting.

Thanks,
Curt

CURRENT:

EXHIBIT B

PILOT SCHEDULE

<u>Year</u>	<u>Amount</u>
2017	\$ 1,149.00
2018	1,149.00
2019	327,912.00
2020	327,912.00
2021	327,912.00
2022	336,110.00
2023	336,110.00
2024	336,110.00
2025	336,110.00
2026	336,110.00
2027	344,513.00
2028	344,513.00

PROPOSED:

YEAR	AMOUNT
2017	\$ 1,149
2018	\$ 1,149
2019	\$ 1,149
2020	\$ 327,912
2021	\$ 327,912
2022	\$ 327,912
2023	\$ 336,110
2024	\$ 336,110
2025	\$ 336,110
2026	\$ 336,110
2027	\$ 336,110
2028	\$ 344,513
2029	\$ 344,513

Curtis J. Petersen

Shareholder

cpetersen@polsinelli.com

913.234.7458

900 W. 48th Place, Suite 900
Kansas City, MO 64112

polsinelli.com



Polsinelli PC, Polsinelli LLP in California

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NOTICE TO TAXING JURISDICTIONS

On behalf of the City of Lee's Summit, Missouri (the "City"), please find enclosed a copy of the proposed Amended and Restated Plan for an Industrial Development Project and Cost-Benefit Analysis for Village at View High (the "Amended and Restated Plan").

The City Council will consider an ordinance to approve the Amended and Restated Plan during the City Council's meeting on October 15, 2019, at 6:00 p.m. in the City Council Chambers at the Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, Missouri.

The City invites you to submit comments to the Council on the proposed Amended and Restated Plan. All comments will be fairly and duly considered by the City.

A copy of the Amended and Restated Plan will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Dated: September 25, 2019

Trisha Fowler Arcuri
City Clerk
City of Lee's Summit, Missouri

Taxing Jurisdictions -- Distribution List

Lee's Summit R-7 School District
Superintendent
301 NE Tudor Road
Lee's Summit, MO 64086

Mid Continent Public Library
Director
15616 E. Highway 24
Independence, MO 64050-2057

Jackson County Board of Disabled Services
Executive Director
8511 Hillcrest Road, Suite 300
Kansas City, MO 64138

Jackson County
County Executive
415 E. 12th Street
Kansas City, MO 64106

Jackson County Health Department
Director
313 S. Liberty Street
Independence, MO 64050

Jackson County Assessment Department
Director
415 E. 12th Street, 1M
Kansas City, MO 64106

Department of Economic Development
Development Finance
Missouri Department of Economic Development
301 West High
Post Office Box 118 – Room 770
Jefferson City MO 65102

Missouri Department of Economic Development
Director
P O Box 118 – Room 770
301 West High Street
Jefferson City MO 65102

Metropolitan Community College
Chancellor
3200 Broadway
Kansas City, MO 64111

Jackson County Community Mental Health
Executive Director
1627 Main Street, Suite 500
Kansas City, MO 64108

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

Jackson County Collections Department
Director
415 E. 12th Street, 1st Floor
Kansas City, MO 64106

Missouri Department of Revenue
County Tax Section
State Blind Pension Fund
Post Office Box 453, 301 West High Street
Jefferson City MO 65101

CITY OF LEE'S SUMMIT, MISSOURI

**AMENDED AND RESTATED PLAN FOR AN
INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS**

FOR

VILLAGE AT VIEW HIGH

SEPTEMBER 25, 2019

CITY OF LEE'S SUMMIT, MISSOURI

AMENDED AND RESTATED PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFIT ANALYSIS FOR VILLAGE AT VIEW HIGH

I. PURPOSE OF THIS AMENDED AND RESTATED PLAN

On January 12, 2017, the City mailed a Plan for an Industrial Development Project and Cost-Benefit Analysis (the "Original Plan") to the taxing districts for proposal to authorize the issuance by the City of its taxable industrial development revenue bonds in the aggregate principal amount of not to exceed \$39,500,000 (the "Bonds"), to finance costs of an industrial development project (the "Project") for Archview Properties, LLC, an Indiana limited liability company, through its assignee Meridian View High, LLC, a Missouri limited liability company (the "Company") as more fully described and defined herein. The Bonds were issued on November 8, 2017 pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended and Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended (collectively, the "Act"). The Project is under construction but taking longer than expected due to certain unanticipated delays. This Amended and Restated Plan provides for a later termination date at the request of the Company, effectively extending the life of the Original Plan by one year by extending the construction period, provides for an updated schedule of payments in lieu of taxes (the "PILOTs"), and provides for additional bond capacity of \$6,500,000, for a total bond capacity not to exceed \$46,000,000. The City Council of the City of Lee's Summit, Missouri (the "City") will consider an ordinance approving this Amended Plan (defined below).

This Amended and Restated Plan for an Industrial Development Project and Cost-Benefit Analysis (the "Amended Plan") has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the Bonds, the Company conveyed to the City title to the property included in the Project. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At

the same time, the City leased the property, including the Project, back to the Company pursuant to a lease agreement. The lease agreement requires the Company, acting on behalf of the City, to use the Bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the Project, as applicable.

Under the lease agreement, the Company: (1) unconditionally agreed to make payments sufficient to pay the principal of and interest on the Bonds as they become due; (2) agreed, at its own expense, to maintain the Project, to pay all taxes and assessments with respect to the Project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the Project; (4) may assign its interests under the lease agreement or sublease the Project while remaining responsible for payments under the lease agreement; (5) agreed to maintain its corporate existence during the term of the Bond issue; and (6) agreed to indemnify the City for any liability the City might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company.

The company has agreed to make “payments in lieu of taxes” with respect to the Project, which agreement will be amended to reflect the payments in lieu of taxes shown below on Page 3. The payments in lieu of taxes are payable by December 31 of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the Project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

The Company. The Company is a limited liability company organized and existing under the laws of the State of Missouri.

City of Lee’s Summit, Missouri. The City is a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project being financed by the Bonds consists of (1) the design and construction of the Village at View High apartments, an approximately 312-unit high-end multi-family complex and (2) associated site work and infrastructure. The Project being financed by the Bonds will be constructed on approximately 21.34 acres in the vicinity of the northeast intersection of 3rd Street and View High Drive, which is referred to as the “Project Site.”

Estimate of the Costs of the Project. The Project is expected to cost approximately \$46,000,000 and to be constructed during the years 2017, 2018, 2019, and 2020.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed \$39,500,000, which have been issued by the City and purchased by the Company (the “Bondholder”) and, if needed, other available funds of the Company. If this Amended Plan is approved by the City Council, the City intends to authorize the additional bond capacity of \$6,500,000, for a total bond capacity not to exceed \$46,000,000. The Bonds are payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will continue to hold title to the Project Site under the Chapter 100 Transaction. The City will continue to lease the Project to the Company for lease payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement with the City, the Company has the option to purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease. The lease between the City and the Company will terminate in 2029, unless terminated sooner pursuant to the terms of the lease.

Affected Taxing Districts. The Lee’s Summit R-7 School District is the school district affected by the Project. Jackson County, Missouri is the county affected by the Project. Metropolitan Community College is the community college district affected by the Project. The City is the city affected by the Project. No emergency services districts are affected by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project.

Assessed Valuation. The most recent equalized assessed valuation of the Project Site is \$13,099 (due to ownership by the City, the Project Site currently has no assessed valuation).¹ The estimated total equalized assessed valuation of the Project Site after construction of the Project (2021) is \$ 3,832,874. This valuation was calculated based upon an assumed appraised value of \$20,173,023 for the Project Site in year 2021, multiplied by the assessment rate of 19%.

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¹ The Project Site consists of two separate parcels, both of which are currently part of larger tracts. The first parcel (Parcel I.D. No. 62-330-99-98-01-0-00-000), at the time of the original plan, was owned by Parrot Properties Inc. and is approximately 24.89 acres. The Company purchased approximately 18.46 acres from Parrot Properties Inc. Based on information received from Jackson County, it is assumed that the most recent equalized assessed valuation of the land for the larger 24.89 acres tract is \$17,416. The land that was already owned by the Company is approximately 74.47% of the acreage of the 24.89 acre site and it is therefore assumed that the most recent equalized assessed valuation of that land was \$12,969. The second parcel (Parcel I.D. No. 62-330-99-98-02-1-00-000) was owned by Mike’s Farm Inc. at the time of the original plan and is approximately 11.13 acres. The Company purchased approximately 3.29 acres from Mike’s Farm Inc. Based on information received from Jackson County, it is assumed that the most recent equalized assessed valuation of the land for the larger 11.13 acres is \$441. The land that was already owned by the Company is approximately 29.53% of the acreage of the approximately 11.13 acre site and it is therefore assumed that the most recent equalized assessed valuation of that land is \$130.

Payments in Lieu of Taxes. The City issued the Bonds in 2017 and, if this Amended Plan is approved by the City Council, the City intends to provide tax abatement to the Company for the Project for a period of ten years beginning in 2020. During years 2017, 2018, 2019, and 2020, the Project will be under construction and the Company will pay a partial payment in lieu of taxes as set forth below. For all the years that the Project Site is subject to tax abatement as provided herein, the Company will make a fixed PILOT payment in December of each year in accordance with the following schedule:

2017-19	\$ 1,149
2020	\$ 199,099
2021-22	\$ 327,912
2023-27	\$ 336,110
2028-29	\$ 344,513

Sales Tax Exemption on Construction Materials. It is anticipated that the construction materials used to construct the Project will be exempt from state and local sales taxes.

Cost-Benefit Analysis and Discussion of Exhibits. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Amended Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatements and exemptions of the Project. The following is a summary of the exhibits attached to this Amended Plan that show the direct tax impact the Project is expected to have on each taxing jurisdiction. This Amended Plan does not attempt to quantify the overall economic impact of the Project.

Project Assumptions. **Exhibit 1** presents a list of the assumptions related to the determination of assessed valuations and the tax formulas.

Summary of Cost-Benefit Analysis. **Exhibit 2** presents a summary for each affected taxing district of (1) the total estimated tax revenues that would be generated if the Project did not occur, (2) the total estimated tax revenues that would be generated if the Project occurred but no abatement was granted, (3) the total estimated value of the payments in lieu of taxes (“PILOT Amounts”) to be made by the Company for the proposed abatement period, and (4) the projected tax abatement based on this Amended Plan.

Real Property. **Exhibit 3** provides the projected tax revenues which would be paid on the Project Site without tax abatement and without the Project. **Exhibit 4** provides the projected tax revenues which would be paid on the completed Project without tax abatement. **Exhibit 5** provides the projected value of PILOT Amounts to be paid by the Company. **Exhibit 6** provides the anticipated tax abatement that results from differences between the anticipated tax revenues and the agreed-upon payments in lieu of taxes, which differences were caused by updated tax liability assumptions intended to reflect the real property reassessments occurring in Jackson County for tax year 2019.

V. ASSUMPTIONS AND BASIS OF AMENDED PLAN

In preparing this Amended Plan, key assumptions have been made to estimate the fiscal impact of the abatement and exemptions proposed for the Project. See **ATTACHMENT A** for a summary of these assumptions.

Information necessary to complete this Amended Plan, has been furnished by representatives of the City, representatives of the Company and its counsel, the Bondholder and other persons deemed appropriate and such information has not been independently verified for accuracy, completeness or fairness.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The cost of designing and constructing the Project is estimated to be approximately \$46,000,000.

2. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it will be exempt from ad valorem taxes.

3. The Project Site will be excluded from the calculation of ad valorem property taxes for a period of thirteen years beginning in 2017.

4. During the entire term of the Bonds through 2029, the Company will make payments in lieu of taxes in accordance with that portion of Section IV above in the Amended Plan entitled "Payments in Lieu of Taxes."

5. Real property taxes are calculated using the following formula:

$$(\text{Assessed Value} * \text{Tax Rate})/100$$

6. The assessed value of the Project Site is calculated using the following formula:

$$\text{Estimated Value} * \text{Assessment Ratio of 19\%}$$

7. The tax rates used in this Amended Plan reflect the rates in effect for the tax year 2018. The tax rates were held constant through the 2029 tax year.

* * *

**City of Lee's Summit, Missouri
(Village at View High)**

**COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT**

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VI	Projected Tax Abatement	6

Exhibit 1
Project Assumptions

♦ 2016 assessed value of project site		\$ 13,099
♦ Projected assessed value as a percentage of appraised value		19.0%
♦ Investment in the new project	2017-2020	\$46,000,000
♦ Projected appraised value (2021)		\$20,173,023
♦ Projected assessed value (2021)		\$ 3,832,874

- ♦ Fixed PILOT as described below:

Year(s)	Amount
2017-2019	\$1,149
2020	\$199,099
2021-2022	\$327,912
2023-2027	\$336,110
2028-2029	\$344,513

Exhibit 2
Summary of Cost Benefit Analysis

Tax Distribution	Tax Rate	Projected Tax Revenues on Project Site Without Project	Projected Tax Revenues on Project Without Abatement	Projected PILOT Amounts	Projected Tax Abatement
Board of Disabled Services	0.0720	\$ 125	\$ 27,166	\$ 26,659	\$ 506
City - Lees Summit	1.5154	2,622	571,762	561,108	10,653
Jackson County	0.4754	823	179,369	176,027	3,342
Lees Summit R-VII	5.8811	10,176	2,218,944	2,177,599	41,345
Mental Health	0.1171	203	44,182	43,359	823
Metro Junior College	0.2305	399	86,968	85,347	1,620
Mid-Continent Library	0.3963	686	149,524	146,738	2,786
State Blind Pension	0.0300	52	11,319	11,108	211
	8.7178	\$ 15,084	\$ 3,289,233	\$ 3,227,946	\$ 61,287

Exhibit 3
Projected Tax Revenues on Project Site Without Project (No Abatement)

Assessed Value of Project Site Without Project	\$ 13,099	\$ 13,099	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	
Taxing Jurisdiction	Tax Rate per \$100	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total	
Board of Disabled Services	0.0720	\$ 9	\$ 9	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 125	
City - Lees Summit	1.5154	199	199	202	202	202	202	202	202	202	202	202	202	202	2,622	
Jackson County	0.4754	62	62	63	63	63	63	63	63	63	63	63	63	63	823	
Lees Summit R-VII	5.8811	770	770	785	785	785	785	785	785	785	785	785	785	785	10,176	
Mental Health	0.1171	15	15	16	16	16	16	16	16	16	16	16	16	16	203	
Metro Junior College	0.2305	30	30	31	31	31	31	31	31	31	31	31	31	31	399	
Mid-Continent Library	0.3963	52	52	53	53	53	53	53	53	53	53	53	53	53	686	
State Blind Pension	0.0300	4	4	4	4	4	4	4	4	4	4	4	4	4	52	
	8.7178	\$ 1,142	\$ 1,142	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 15,084	

Exhibit 4
Projected Tax Revenues on Project (No Abatement)

Projected Tax Revenues		\$ 1,149	\$ 1,149	\$ 1,171	\$ 202,882	\$334,142	\$334,142	\$ 342,496	\$342,496	\$ 342,496	\$ 342,496	\$342,496	\$351,059	\$351,059	
Taxing Jurisdiction	Tax Rate per \$100	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Board of Disabled Services	0.0720	\$ 9	\$ 9	\$ 10	\$ 1,676	\$ 2,760	\$ 2,760	\$ 2,829	\$ 2,829	\$ 2,829	\$ 2,829	\$ 2,829	\$ 2,899	\$ 2,899	\$ 27,166
City - Lees Summit	1.5154	200	200	204	35,267	58,083	58,083	59,535	59,535	59,535	59,535	59,535	61,024	61,024	571,762
Jackson County	0.4754	63	63	64	11,064	18,221	18,221	18,677	18,677	18,677	18,677	18,677	19,144	19,144	179,369
Lees Summit R-VII	5.8811	775	775	790	136,866	225,415	225,415	231,051	231,051	231,051	231,051	231,051	236,827	236,827	2,218,944
Mental Health	0.1171	15	15	16	2,725	4,488	4,488	4,601	4,601	4,601	4,601	4,601	4,716	4,716	44,182
Metro Junior College	0.2305	30	30	31	5,364	8,835	8,835	9,056	9,056	9,056	9,056	9,056	9,282	9,282	86,968
Mid-Continent Library	0.3963	52	52	53	9,223	15,190	15,190	15,569	15,569	15,569	15,569	15,569	15,959	15,959	149,524
State Blind Pension	0.0300	4	4	4	698	1,150	1,150	1,179	1,179	1,179	1,179	1,179	1,208	1,208	11,319
	8.7178	\$ 1,149	\$ 1,149	\$ 1,171	\$ 202,882	\$334,142	\$334,142	\$ 342,496	\$342,496	\$ 342,496	\$ 342,496	\$342,496	\$351,059	\$351,059	\$3,289,233

Exhibit 5
Projected PILOT Amounts

PILOT Payment		\$1,149	\$1,149	\$1,149	\$199,099	\$327,912	\$327,912	\$336,110	\$336,110	\$336,110	\$336,110	\$336,110	\$344,513	\$344,513	
Taxing Jurisdiction	Tax Rate per \$100	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Board of Disabled Services	0.0720	\$ 9	\$ 9	\$ 9	\$ 1,644	\$ 2,708	\$ 2,708	\$ 2,776	\$ 2,776	\$ 2,776	\$ 2,776	\$ 2,776	\$ 2,845	\$ 2,845	\$ 26,659
City - Lees Summit	1.5154	200	200	200	34,609	57,000	57,000	58,425	58,425	58,425	58,425	58,425	59,886	59,886	561,108
Jackson County	0.4754	63	63	63	10,857	17,882	17,882	18,329	18,329	18,329	18,329	18,329	18,787	18,787	176,027
Lees Summit R-VII	5.8811	775	775	775	134,314	221,212	221,212	226,743	226,743	226,743	226,743	226,743	232,411	232,411	2,177,599
Mental Health	0.1171	15	15	15	2,674	4,405	4,405	4,515	4,515	4,515	4,515	4,515	4,628	4,628	43,359
Metro Junior College	0.2305	30	30	30	5,264	8,670	8,670	8,887	8,887	8,887	8,887	8,887	9,109	9,109	85,347
Mid-Continent Library	0.3963	52	52	52	9,051	14,906	14,906	15,279	15,279	15,279	15,279	15,279	15,661	15,661	146,738
State Blind Pension	0.0300	4	4	4	685	1,128	1,128	1,157	1,157	1,157	1,157	1,157	1,186	1,186	11,108
	8.7178	\$ 1,149	\$ 1,149	\$ 1,149	\$ 199,099	\$ 327,912	\$ 327,912	\$ 336,110	\$ 336,110	\$ 336,110	\$ 336,110	\$ 336,110	\$ 344,513	\$ 344,513	\$3,227,946

Exhibit 6
Projected Tax Abatement

Estimated Tax Revenues With Project		\$ 1,149	\$ 1,149	\$ 1,171	\$ 202,882	\$ 334,142	\$ 334,142	\$ 342,496	\$ 342,496	\$ 342,496	\$ 342,496	\$ 342,496	\$ 342,496	\$ 351,059	\$ 351,059	
Taxing Jurisdiction	Tax Rate per \$100	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total	
Board of Disabled Services	0.0720	\$ -	\$ -	\$ 0	\$ 31	\$ 51	\$ 51	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 54	\$ 54	\$ 506	
City - Lees Summit	1.5154	-	-	4	658	1,083	1,083	1,110	1,110	1,110	1,110	1,110	1,138	1,138	10,653	
Jackson County	0.4754	-	-	1	206	340	340	348	348	348	348	348	357	357	3,342	
Lees Summit R-VII	5.8811	-	-	15	2,552	4,203	4,203	4,308	4,308	4,308	4,308	4,308	4,416	4,416	41,345	
Mental Health	0.1171	-	-	0	51	84	84	86	86	86	86	86	88	88	823	
Metro Junior College	0.2305	-	-	1	100	165	165	169	169	169	169	169	173	173	1,620	
Mid-Continent Library	0.3963	-	-	1	172	283	283	290	290	290	290	290	298	298	2,786	
State Blind Pension	0.0300	-	-	0	13	21	21	22	22	22	22	22	23	23	211	
	8.7178	\$ -	\$ -	\$ 22	\$ 3,783	\$ 6,230	\$ 6,230	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,546	\$ 6,546	\$ 61,287	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made on and effective as of September 3, 2019 (“Effective Date”), by and among UMB Bank, N. A., a national banking association (“Bank”), the City of Lee’s Summit, Missouri, a municipal corporation (“City”), Cityscape Construction-View High, LLC, an Indiana limited liability company (“Contractor”), Parrot Properties, Inc., a Missouri corporation (“Developer”), John R. Bondon, individually and as trustee of the John R. Bondon Trust dated July 12, 2002 (together with Developer, the “Bondon Parties”), and James MacLaughlin as receiver (“Receiver”); and Meridian View High, LLC, a Missouri limited liability company (“Meridian”). Bank, City, Contractor, the Bondon Parties, Receiver, and Meridian shall be collectively referred to herein as the “Parties”.

WHEREAS, the Bondon Parties are obligated to Bank under that certain Amended and Restated Loan Agreement dated as of December 19, 2017, (as amended, the “Loan Agreement”) and all related loan documents (collectively, the “Loan Documents”);

WHEREAS, Developer and City entered into that certain Development Agreement Between Parrot Properties, Inc. and the City of Lee’s Summit, Missouri for the Village at View High Development (as amended, the “Development Agreement”) dated effective as of December 28, 2017. In the Development Agreement, City and the Developer agreed to certain rights and obligations related to the Village at View High Development (as described in the Development Agreement, the “Development”), including the construction of certain improvements for the Development;

WHEREAS, Developer engaged Contractor to complete certain public infrastructure improvements (the “Public Improvements”) in connection with the Development pursuant to that certain AIA Document 103-2017 Standard Form of Agreement between Owner and Contractor (where the basis of payment is the Cost of the Work plus a Fee without a Guaranteed Maximum Price) construction contract dated October 12, 2017 entered into between Developer and Contractor (the “General Contract”);

WHEREAS, in lieu of delivering bonds to secure the payment for and completion of the Public Improvements as required under the Development Agreement, Bondon applied for a letter of credit from Bank. On or about May 9, 2017, Bank issued Irrevocable Standby Letter of Credit No. SB50468 (as amended, the “Letter of Credit”) in the amount of \$1,960,817.20, with Bondon as the Obligee and City as the Beneficiary of the Letter of Credit. The Letter of Credit was amended on or about August 23, 2018 to reduce the amount by \$808,107.36 to \$1,152,709.84;

WHEREAS, Contractor has alleged that there is a shortage of funds necessary to complete the Phase 1 Public Infrastructure (as defined in the Development Agreement);

WHEREAS, the City may make a request to draw on the Letter of Credit as the City asserts certain conditions have been met, including a default by Bondon to develop certain improvements for the Development;

WHEREAS, on May 16, 2019, the District Court of Johnson County, Kansas entered an order (the “Receivership Order”) appointed the Receiver as receiver of certain of the Bondon Parties’ property (the “Receivership Property”) in the case styled *UMB Bank, N. A. v. Parrot*

Properties, Inc., et al., Case No. 19CV02666 (the “Litigation”). The Receivership Property includes, among other things, parcels of real property which abut the Public Improvements;

WHEREAS, Meridian purchased from Developer certain land (the “Apartment Land”) adjacent to the Public Improvements on which Meridian is currently constructing a multi-family residential project (the “Apartments”), and Developer is contractually obligated to extend a gas main to the Apartment Land (the “Gas Main Extension”); and

WHEREAS, the Parties wish to settle their disputes to avoid the expense and uncertainty of potential litigation.

NOW, THEREFORE, in exchange for the promises expressed in this Agreement and other valuable consideration, which the Parties each acknowledge to be sufficient, the Parties agree as follows:

1. Disbursement of Existing Escrow. The Bondon Parties have caused the remaining amounts escrowed with First American Title Company, which are subject to previously submitted draw requests from the Contractor, to be released from escrow.

2. Disbursement of Letter of Credit.

a. Within three (3) days of the of the City signing off on the Agreement, the Bank agrees to transfer \$825,000.00 (the “Escrowed Funds”) in immediately available funds to First American Title Company (the “Escrow Agent”), to be held in escrow and titled in the Escrow Agent’s name. Until disbursed by the Escrow Agent to Contractor under Section 3 hereof, the Escrowed Funds shall be the property of Bank and not the Receiver or the Bondon Parties, and in no event shall the Escrowed Funds be distributed to the Receiver or the Bondon Parties. The Receiver and the Bondon Parties agree that they have no right, title or interest in the Escrowed Funds.

b. The City has approved revised plans for the Phase 1 Public Infrastructure (as defined in the Development Agreement), which defers certain components of work that were originally included in the scope of the Phase 1 Public Infrastructure. Such deferred components of work are summarized and depicted on **Exhibit A** attached hereto (the “Infrastructure Deferrals”). All references hereafter to Phase 1 Public Infrastructure refer to the updated Phase 1 Public Infrastructure plans approved by the City, which exclude the Infrastructure Deferrals.

c. Contemporaneously with Developer’s execution of this Agreement, Developer shall execute the AIA Document A101-2017 Standard Form of Agreement between Owner and Contractor (where the basis of payment is a stipulated sum) (the “Stipulated Sum Contract”), the form of which is attached hereto as **Exhibit B**.

d. The Escrowed Funds, along with the existing escrow funds disbursed as referenced in Section 1 hereof, shall be used as set forth on the sources and uses attached hereto as **Exhibit C** (the “Sources and Uses”).

e. Upon confirmation that the Escrowed Funds have been transferred to the Escrow Agent, City acknowledges and agrees that Bank shall have fulfilled its obligations under the Letter of Credit, and the Letter of Credit shall be deemed terminated and cancelled, with no further liability or obligation of Bank to fund additional amounts thereunder.

f. The Bondon Parties acknowledge and agree that they are obligated to Bank for payment of the Escrowed Funds. The Bondon Parties further acknowledge and agree Bondon Parties' obligation to pay the Escrowed Funds to Bank is an "Obligation" as defined in the Loan Agreement and the other Loan Documents.

g. Contractor, Receiver, Developer, and Bank shall each execute the escrow agreement attached hereto as **Exhibit D** (the "Escrow Agreement") simultaneously with each party's execution of this Agreement.

3. Disbursement of Escrowed Funds. The Escrow Agent will disburse the Escrowed Funds upon approval from the Receiver, as agent for Developer of draw requests submitted by the Contractor (each a "Disbursement"). Each Disbursement shall be subject to the terms and conditions set forth herein. Escrow Agent shall make all Disbursements of the Escrowed Funds to the Contractor, and each Disbursement made by Escrow Agent shall be subsequently disbursed by Contractor, as applicable, in order pay project costs for Phase I Public Infrastructure under the Development Agreement.

4. Permitting. The Bondon Parties agree and consent to the Receiver on behalf of Developer submitting, reviewing, approving, extending, and executing any applications, certificates, certifications, or other documents related to the permitting, completion, and public dedication of the Phase I Public Infrastructure and any related infrastructure improvements within the jurisdiction of Kansas City, Missouri (e.g., construction of turn lanes on View High Drive). The Bondon Parties shall cooperate with the Receiver to facilitate the immediate renewal/extension of any permits related to the completion of the Phase I Public Infrastructure through the estimated date of completion of the Phase I Public Infrastructure.

5. Receiver Authorization. To the extent not already authorized by the Receivership Order, the Bondon Parties hereby appoint the Receiver as its agent for the sole purpose of authorizing the Receiver to take all steps reasonably necessary to effectuate Sections 3 and 4 of this Agreement, and to administer the Stipulated Sum Contract on behalf of Developer as "Owner" under the Stipulated Sum Contract.

6. Mechanics' Liens; Indemnification. To the fullest extent permitted by law, Contractor hereby agrees to protect, indemnify, defend and hold harmless, Developer and the Bank, and their respective directors, officers, agents, contractors and employees (each, an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including legal fees and expenses on account of any matter or thing or action, whether or not in litigation, arising from the completion of the Phase I Public Improvements under the Development Agreement, except that Contractor shall have no obligations under this Section related to liability that arises related to the Indemnified Party's actions or failure of Contractor to be timely paid.

7. Excess Dirt. The Contractor agrees that it will move excess dirt and fill materials from the Phase I Public Improvements and the Apartment Land to the Phase 2 Land, which is estimated to be approximately 50,000 cubic yards. Contractor in its sole discretion will determine what dirt and fill materials constitutes “excess” dirt and fill materials and the Bondon Parties acknowledge and agree that all such dirt and fill materials is provided by Contractor in an as-is condition with no warranties as to its condition, means of placement, or suitability for any particular purpose.

8. TIF Assignment and Documentation. Any assignment of rights under the Tax Increment Financing Redevelopment Agreement between City and Developer dated April 11, 2018 (the “TIF Agreement”) to Bank shall be accompanied by a corresponding right of the City to review and approve any assignment of the TIF Agreement in its entirety, or assignment of any of the rights, duties and obligations under the TIF Agreement, to any party that would be a successor in interest to Developer (as defined in the TIF Agreement) for each of the Redevelopment Projects (as defined in the TIF Agreement). Further, upon the completion of the Phase 1 Public Infrastructure, Contractor agrees to provide any and all information required by the City under the TIF Agreement to certify the same as Redevelopment Project Costs under the TIF Agreement.

9. Additional Development Activities.

a. Gas Main Extension. Developer or its successors or assigns is required to complete the Gas Main Extension as part of the future development of that certain land bounded by View High Drive to the west, Kessler Drive to the north and east, and SW Village Park Drive to the south (the “Phase 2 Land”). Meridian hereby waives all contractual claims against Developer for failing to complete the Gas Main Extension as part of the Phase I Public Infrastructure, provided that Developer, Receiver, and the City acknowledge and agree that Developer or its successors or assigns is obligated to complete the Gas Main Extension to the Apartment Land upon development of the Phase 2 Land.

b. Lot 2 Restoration. The property that is designated as Lot 2 on **Exhibit A** (approximately 4.48 acres) shall be repaired and restored as follows:

i. Contractor shall smooth out all rock/dirt piles on Lot 2 and cover such smoothed piles, as necessary, with fill to allow for vegetation and mowing of Lot 2.

ii. Contractor shall construct the required curb and gutter improvements on the southern and eastern sides of Lot 2 in connection with completion of Kessler Drive and Village Park Drive, which will include grass seeding four feet into Lot 2 from the completed curbs.

iii. The remainder of Lot 2 that is not seeded shall be left in a maintainable state such that, in the judgment of the City, vegetation which can be mowed will grow on the remainder of the site to minimize soil erosion. The owner(s) of Lot 2 shall thereafter be responsible for maintaining Lot 2 in accordance with all applicable provisions of the City Code including the City’s Property Maintenance Code.

c. Village Park Drive. The sidewalk on the north side of the eastern dead-end of this street shall be extended to the end of the road by Contractor.

10. Releases of Contractor by Bondon Parties. Bondon Parties each fully, unconditionally, permanently, and irrevocably discharge, release, waive, and promise not to pursue any and all causes of action, claims, liabilities, and demands, both known and unknown, relating to the Public Improvements or the General Contract (collectively, "Bondon's Released Contractor Claims"), that the Bondon Parties had, have, or may have against Contractor and its parents, subsidiaries, affiliates, principals, shareholders, members, directors, officers, employees, agents, representatives, attorneys, insurers, predecessors, successors, and assigns. The Bondon Parties each represent and warrant that they have not assigned or otherwise divested themselves of any interest in Bondon's Released Contractor Claims.

11. Releases of Bondon Parties by Contractor. Contractor fully, unconditionally, permanently, and irrevocably discharges, releases, waives, and promises not to pursue any and all causes of action, claims, liabilities, and demands, both known and unknown, relating to the Public Improvements or the General Contract (collectively, "Contractor's Released Claims"), that Contractor had, has, or may have against the Bondon Parties and their parents, subsidiaries, affiliates, principals, shareholders, members, directors, officers, employees, agents, representatives, attorneys, insurers, predecessors, successors, and assigns. Contractor represents and warrants that it has not assigned or otherwise divested themselves of any interest in Contractor's Released Claims.

12. Releases of Bank by City. Subject to the condition precedent that Bank timely satisfy Section 1 of this Agreement, City grants the following releases: City shall fully, permanently, and irrevocably discharge, release, waive, and promise not to pursue any and all causes of action, claims, liabilities, and demands, both known and unknown, relating to the Letter of Credit (collectively, "City's Released Claims") that City had, has, or may have against Bank and its parents, subsidiaries, affiliates, principals, shareholders, members, directors, officers, employees, agents, representatives, attorneys, insurers, predecessors, successors, and assigns. City represents and warrants that it has not assigned or otherwise divested itself of any interest in City's Released Claims.

13. Releases of Bondon Parties by City. Subject to (1) the issuance of a final certificate of completion for the Phase 1 Public Infrastructure, which are subject to the Infrastructure Deferrals as contemplated in this Agreement, and (2) the ongoing requirement of to provide a maintenance bond in accordance with Section 26-212 of the City Code and Section 1025 of the City's Design and Construction Manual which guarantees the maintenance of the public improvements, which must be in the amount of 50% of the total cost of the improvements and shall remain in effect for a period of three years, City grants the following releases: after the City has issued a certificate of final completion for the Phase 1 improvements, City shall thereafter fully, permanently, and irrevocably discharge, release, waive, and promise not to pursue any and all causes of action, claims, liabilities, and demands, both known and unknown, relating to the Letter of Credit and the Phase I improvements (collectively, "City's Released Claims") that City had, has, or may have against the Bondon Parties and its parents, subsidiaries, affiliates, principals, shareholders, members, directors, officers, employees, agents, representatives, attorneys, insurers, predecessors, successors, and assigns, except as may be allowed through the maintenance bond.

City represents and warrants that it has not assigned or otherwise divested itself of any interest in City's Released Claims.

14. Releases of Bank by Bondon Parties. Bondon Parties each fully, unconditionally, permanently, and irrevocably discharge, release, waive, and promise not to pursue any and all causes of action, claims, liabilities, and demands, both known and unknown, relating to the Letter of Credit (collectively, "Bondon's Released Bank Claims"), that the Bondon Parties had, have, or may have against Bank and its parents, subsidiaries, affiliates, principals, shareholders, members, directors, officers, employees, agents, representatives, attorneys, insurers, predecessors, successors, and assigns. The Bondon Parties each represent and warrant that they have not assigned or otherwise divested themselves of any interest in Bondon's Released Bank Claims. The Bondon Parties each acknowledge that they do not have any legal or equitable defenses to Bank's right to enforce repayment by the Bondon Parties of the Escrowed Funds as an Obligation under the Loan Agreement and other Loan Documents, and the Bondon Parties each fully, unconditionally, permanently, and irrevocably waive any such defenses.

15. Releases of Bondon Parties by Bank. With the exception of the Bondon Parties' contractual repayment obligations with respect to the Escrowed Funds as set forth in paragraph 2(e), the Bank unconditionally, permanently, and irrevocably discharges, releases, waives, and promises not to pursue any and all additional causes of action, claims, liabilities, and demands, both known and unknown, other than for fraud or fraudulent misrepresentation, solely relating to the Letter of Credit (collectively, "Bank's Released Bondon Claims"), that the Bank had, have, or may have against the Bondon Parties and their parents, subsidiaries, affiliates, principals, shareholders, members, directors, officers, employees, agents, representatives, attorneys, insurers, predecessors, successors, and assigns. Bank represents and warrants that they have not assigned or otherwise divested themselves of any interest in Bank's Released Bondon Claims. Notwithstanding anything to the contrary contained in this Section 16, the releases set forth herein in no way discharge, release, waive or otherwise limit any of the claims (1) brought by the Bank under the Loan Documents or Note as defined in the petition (as the same may be amended or modified from time to time) default under which are the basis for the Litigation or (2) the Bondon Parties' responsibility to make repayment of the Escrowed Funds to the Bank, as agreed in Section 2(e). The release is solely with respect to any additional claims, other than contractual repayment obligations, which may exist under the Letter Credit that may exist.

16. Indemnity of Receiver. To the fullest extent permitted by law, Contractor and the Bondon Parties each hereby agree to protect, indemnify, defend, and save harmless, Receiver and its employees, agents, representatives, and attorneys (each, an "Indemnified Party," and collectively, the "Indemnified Parties") from and against any and all liability, expense, or damage of any kind or nature from any suits, claims, or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by Receiver, whether or not in litigation, arising out of this Agreement, or in connection herewith unless such suit, claim, or damage is caused solely by the gross negligence or willful malfeasance of the Indemnified Party.

17. Confidentiality. The Parties shall keep the existence and terms of this Agreement confidential and shall not disclose the existence or terms of this Agreement to any third party without the written notarized consent of the other Parties, except that each Party may disclose the existence and terms of this Agreement (a) to that Party's accountants, auditors, other professional

advisors, and lenders; (b) in any action or proceeding to enforce this Agreement; and (c) as otherwise required by law. For the avoidance of doubt, each Party may disclose the exhibits to this Agreement to the extent such exhibit(s) must be filed in the public record. The Parties acknowledge that the City is subject to the Sunshine Law and the City will be required to maintain this document in its entirety as an open public record after it is fully executed.

18. Enforcement; Venue. Nothing herein shall release any Party to this Agreement from any liability or obligation for any breach of the Agreement. The Parties consent that any action or other proceeding to enforce, or otherwise relating to, this Agreement may be brought in any court in Jackson County, Missouri or any federal court situated in such state. In any action to enforce this Agreement, the prevailing Party shall be entitled to an award of its costs and attorneys' fees.

19. Governing Law. This Agreement shall be governed by Missouri law, without applying any principles governing choice of law.

20. Third Parties. Except to the extent that it does so explicitly, this Agreement shall not be deemed to confer any benefit on any third party.

21. Notice. Each notice or other communication under this Agreement shall be in writing and delivered in person or sent by recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid at a Party's address set forth below each Party's signature block, or at such other address as any Party hereto may designate as its address for communications under this Agreement by notice so given.

22. Recitals. The recitals in this Agreement are true, an essential part of this Agreement, and incorporated fully in this Agreement.

23. Drafting. The Parties jointly drafted this Agreement, and it shall be interpreted without applying any canon of construction specifying that an agreement shall be construed against its drafter.

24. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be severed from this Agreement and shall not invalidate or otherwise affect any other provision of this Agreement, which shall remain in full force and shall be enforceable according to its remaining terms.

25. Complete Agreement. This Agreement constitutes the Parties' complete agreement about this settlement. This Agreement can be amended or modified only by a writing signed by all of the Parties.

26. Authority and Capacity. The Parties each are authorized to form this Agreement. The Parties each read this Agreement, understood its terms, and signed this Agreement voluntarily after consulting with legal counsel of their choosing.

27. Binding Effect. This Agreement shall bind and benefit the Parties and their respective successors, assigns, executors, and other representatives. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof

and acknowledge that the successful performance of this Agreement requires their continued cooperation.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be treated as an original, and together they shall constitute the Parties' agreement.

29. Titles and Headings. The titles and headings in this Agreement are used solely for convenience and shall not be deemed to diminish or otherwise limit any of the provisions in this Agreement.

30. Construction. Singular nouns and pronouns in this Agreement shall be deemed to include the plural, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender, except as the context of this Agreement plainly requires otherwise.

31. WAIVER OF JURY TRIAL. THE PARTIES, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR ARISING OUT OF THIS AGREEMENT.

[The remainder of this page is left blank intentionally. Signature pages follow.]

IN WITNESS WHEREOF, the Parties execute this Agreement.

UMB BANK, N. A., a national banking association

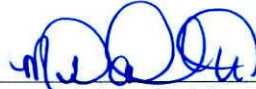

By:

Title:

Address:

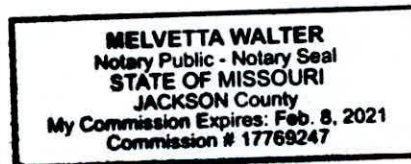
STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On August 29, 2019, Ned Smith personally appeared before me on behalf of UMB Bank, N. A. and acknowledged that he voluntarily executed the foregoing Confidential Settlement Agreement on behalf of UMB Bank, N. A.



Notary Public in and for said state

My commission expires: Feb. 8, 2021



CITY OF LEE'S SUMMIT, MISSOURI, a municipal corporation



Stephen A Arbo, City Manager

Attested:



Trisha Fowler Arcuri, City Clerk

Approved as to form:



David Bushek,
Chief Counsel of Economic Development & Planning

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On September 4, 2019, Stephen A. Arbo personally appeared before me on behalf of the City of Lee's Summit, Missouri and acknowledged that he voluntarily executed the foregoing Settlement Agreement on behalf of the City of Lee's Summit, Missouri.



DONNA L. LEE
My Commission Expires
February 9, 2021
Jackson County
Commission #17588841



Notary Public in and for said state

My commission expires:

02-09-2021

CITYSCAPE CONSTRUCTION-VIEW HIGH, LLC, an Indiana limited liability company


By: James E. Thomas, Jr.

Title: Manager

Address: 8335 Keystone Crossing, Suite 220, Indianapolis, IN 46240

STATE OF

INDIANA

)

COUNTY OF

MARION

)

ss.

On August **28** 2019, James E. Thomas, Jr. personally appeared before me on behalf of Cityscape Construction-View High, LLC and acknowledged that he voluntarily executed the foregoing Confidential Settlement Agreement on behalf of Cityscape Construction-View High, LLC.

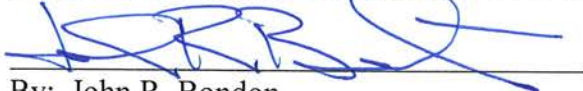


Notary Public in and for said state

My commission expires:



PARROT PROPERTIES, INC., a Missouri corporation



By: John R. Bondon

Title: President

Address: 11303 View High Drive
Kansas City, MO 64134

STATE OF Missouri)
COUNTY OF Jackson) ss.

On August 28th, 2019, John R. Bondon personally appeared before me on behalf of Parrot Properties, Inc. and acknowledged that he voluntarily executed the foregoing Confidential Settlement Agreement on behalf of Parrot Properties, Inc.



Notary Public in and for said state

My commission expires:

July 30, 2022






John R. Bondon

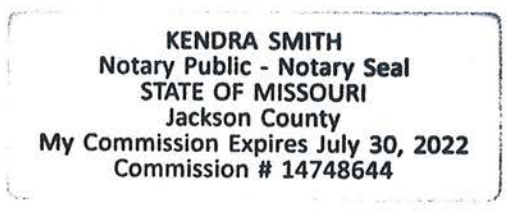
STATE OF Missouri)
COUNTY OF Jackson) ss.
)

On August 28th, 2019, John R. Bondon personally appeared before me and acknowledged that he voluntarily executed the foregoing Confidential Settlement Agreement.



Notary Public in and for said state

My commission expires:
July 30, 2022



James MacLaughlin
James MacLaughlin, as Receiver

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On ~~August 6~~ September 6, 2019, James MacLaughlin personally appeared before me and acknowledged that he voluntarily executed the foregoing Confidential Settlement Agreement in his capacity as receiver.

Cheryl J. Hass
Notary Public in and for said state

My commission expires:

CHERYL J. HASS
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County

My Commission Expires: 4/12/2021
Commission # 13446162

MERIDIAN VIEW HIGH, LLC, a Missouri limited liability company

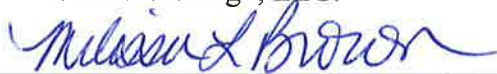

By: James E. Thomas, Jr

Title: Manager

Address: 8335 Keystone Crossing, Suite 220, Indianapolis, IN 46240

STATE OF INDIANA)
COUNTY OF MARION) ss.
)

On August 28 2019, James E. Thomas, Jr. personally appeared before me on behalf of Meridian View High, LLC and acknowledged that he voluntarily executed the foregoing Confidential Settlement Agreement on behalf of Meridian View High, LLC.



Notary Public in and for said state

My commission expires:



Exhibit A

Infrastructure Deferrals

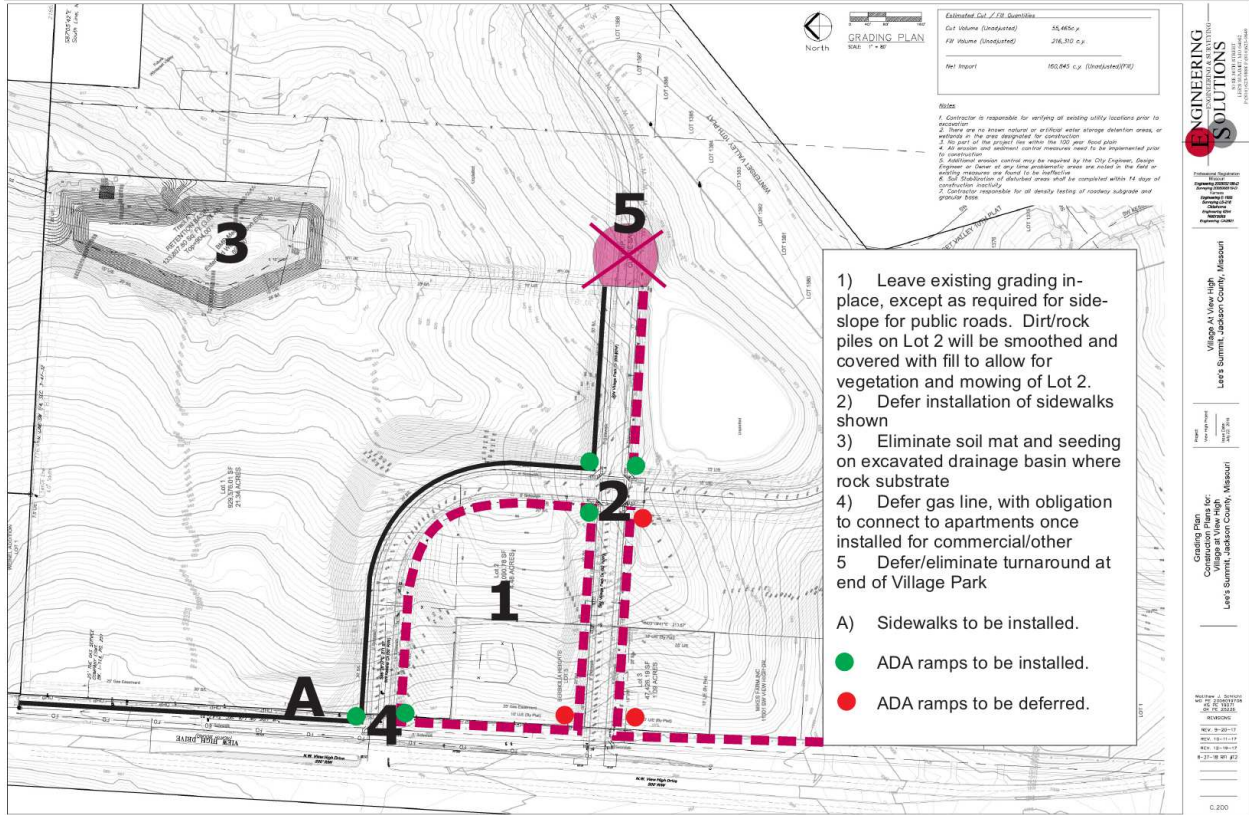


Exhibit B

Form of Stipulated Sum Contract

SEE ATTACHED

AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-ninth day of July in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Parrot Properties, Inc.

and the Contractor:
(Name, legal status, address and other information)

Cityscape Construction - View High, LLC, Limited Liability Company
8335 Keystone Xing, Suite 220
Indianapolis, IN 46240
Telephone Number: 317-574-1600

for the following Project:
(Name, location and detailed description)

Village at View High Infrastructure
Lee's Summit, MO
Completion of partially-installed public infrastructure improvements for The Village at View High

The Engineer:
(Name, legal status, address and other information)

Engineering Solutions
50 S.E. 30th Street
Lee's Summit, MO 64082
816-623-9888

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☒ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than one hundred twenty (120) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall have deposited in an escrow account available to Contractor at First American Title Insurance (the "Escrow") an amount which includes, among other amounts, the Contract Sum. The Contractor shall be entitled to draw from the Escrow the Contract Sum in current funds for the Contractor's performance of the Contract pursuant to this agreement. The Contract Sum shall be Four Hundred, Ninety-Six Thousand, Three Hundred Nineteen Dollars (\$ 496,319.00) distributed across the schedule of values in the attached Exhibit B.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)

None

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)

None

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

(Table deleted)

None

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

None

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

None

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment approved by the Engineer and Receiver, the Contractor shall be entitled to draw progress payments on account of the Contract Sum from the Escrow as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Draws shall be allowed at the rate of one draw per month.

Init.

§ 5.1.3 Provided that an Application for Payment is received by the Engineer not later than the 7th day of a month, the Engineer and Receiver shall review/adjust and sign the draw, and Contractor shall be able to draw from the Escrow the amount certified to the Contractor not later than the 14th day of the same month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be available for withdrawal from the escrow by the Contractor not later than seven (7) days after the Engineer receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may reasonably require, but shall not be more detailed than cost-code aggregations, summarized by scope of work in Exhibit B. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Engineer, suitably stored off the site at a location agreed upon in writing.
- .3

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously withdrawn from the Escrow by the Contractor;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10% retainage up to 50% completion of a scope

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Permits, general conditions, and all "Division 1" or "Owner Paid Costs"

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage shall be released on a sub-contractor by subcontractor basis upon approval of Engineer of final completion for said subcontractor. .

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except as is required for timely progression of the work, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

§ 5.2.2 The final payment to the Contractor shall be available for withdrawal from the Escrow no later than 30 days after the issuance of the Engineer’s final Certificate for Payment, or as follows:

§ 5.3 Interest

(Paragraphs deleted)

Intentionally deleted.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may not be terminated.

Init.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Owner's Receiver is hereby appointed as authorized representative of the Owner under this agreement:

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

James E. Thomas, Jr.
8335 Keystone Xing, Suite 220
Indianapolis, IN 46240

Email Address: jthomas@cityscaperesidential.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Owner shall provide governmentally-required maintenance or performance bonds with funds and sureties wholly separate from the Escrow and shall have all rights to any recovery from the performance surety payment of approximately \$99,986 currently on deposit with the City of Kansas City, Missouri, paid under the prior construction contract.

(Paragraphs deleted)

§ 8.7 Other provisions:

§ 8.7.1 This agreement is for completion of construction of partially-installed public improvements commenced under a separate, prior contract. Portions of that work have been installed and aspects contemplated in the original design will now be deleted from scope or will be deferred to later installation under separate contracts by future purchasers. While the intent of the original design documents was to create substantially complete building sites on one or more adjoining tracts, the intent now is that construction scope shall be confined to the strict limit of installation of public infrastructure (i.e. streets, utilities, and partial sidewalks) and shall not include improvements or alterations related to non-infrastructure scopes of work shown in the design documents (e.g. fill and finishing of building pad sites.) In addition, specific deletions of originally contemplated public infrastructure work that are excluded from the scope of this agreement are shown in the attached "Exhibit A".

§ 8.7.2 As part of this agreement Contractor shall also take over administration and distribution of \$177,020.87 in retainage as shown on Draw 13 of the prior contract for the predecessor work, such amount not included in the Contract Sum.

Init.

§ 8.7.3 The parties acknowledge that, as part of the process of funding the Escrow, a sum of Eight Hundred, Twenty-Five Thousand Dollars (\$825,000.00) has been deposited into the Escrow pursuant to a separate settlement agreement between Owner, Contractor, and other parties. By executing this agreement the parties agree that the funds in such escrow do not belong to Owner or Receiver, and no part of such funds shall be distributed to Owner or Receiver.

§ 8.7.4 In the event of a default under this agreement by Owner or its representatives, Contractor shall be entitled to, as remedy, immediate release and receipt of all remaining funds of the Escrow.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3** AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .5** Drawings

Number	Title	Date
--------	-------	------

- .6** Specifications

Section	Title	Date	Pages
---------	-------	------	-------

- .7** Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8** Other Exhibits:

(Paragraphs deleted)

Exhibit A - Deleted scopes of public infrastructure Exhibit B – Schedule of values

(Table deleted)

- .9** Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

James E. Thomas, Jr., Manager

(Printed name and title)

Init.

/

Additions and Deletions Report for AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 20:04:02 ET on 08/27/2019.

PAGE 1

AGREEMENT made as of the Twenty-ninth day of July in the year Two Thousand Nineteen

...

Parrot Properties, Inc.

...

Cityscape Construction - View High, LLC, Limited Liability Company
8335 Keystone Xing, Suite 220
Indianapolis, IN 46240
Telephone Number: 317-574-1600

...

Village at View High Infrastructure
Lee's Summit, MO
Completion of partially-installed public infrastructure improvements for The Village at View High

The ~~Architect~~Engineer:

...

Engineering Solutions
50 S.E. 30th Street
Lee's Summit, MO 64082
816-623-9888

PAGE 2

☒ The date of this Agreement.

PAGE 3

☐ Not later than one hundred twenty (120) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall ~~pay the Contractor have~~ deposited in an escrow account available to Contractor at First American Title Insurance (the "Escrow") an amount which includes, among other amounts, the Contract Sum. The Contractor shall be entitled to draw from the Escrow the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~— (\$ —)~~, subject to additions and deductions as provided in the Contract Documents.Contract pursuant to this agreement. The Contract Sum shall be Four Hundred, Ninety-Six

Thousand, Three Hundred Nineteen Dollars (\$ 496,319.00) distributed across the schedule of values in the attached Exhibit B.

...

Item

Price

None

...

Item

Price

Conditions for Acceptance

None

...

Item

Price

None

...

Item

Units and Limitations

Price per Unit (\$0.00)

None

...

None

...

None

...

§ 5.1.1 Based upon Applications for Payment submitted to the ~~Architect~~ Engineer by the Contractor and Certificates for Payment issued by the ~~Architect~~, the Owner shall make ~~approved by the Engineer and Receiver, the Contractor shall be entitled to draw progress payments on account of the Contract Sum to the Contractor from the Escrow as provided below and elsewhere in the Contract Documents.~~

...

Draws shall be allowed at the rate of one draw per month.

§ 5.1.3 Provided that an Application for Payment is received by the ~~Architect not later than the day of a month, the Owner shall make payment of~~ Engineer not later than the 7th day of a month, the Engineer and Receiver shall review/adjust and sign the draw, and Contractor shall be able to draw from the Escrow the amount certified to the Contractor not later than the 14th day of the same month. If an Application for Payment is received by the Architect Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect available for withdrawal from the escrow by the Contractor not later than seven (7) days after the Engineer receives the Application for Payment.

PAGE 4

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the

various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the ~~Architect may require.~~ Engineer may reasonably require, but shall not be more detailed than cost-code aggregations, summarized by scope of work in Exhibit B. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

...

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the ~~Owner, Engineer,~~ suitably stored off the site at a location agreed upon in ~~writing; and~~ writing.
- .3 ~~That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.~~

...

- .1 The aggregate of any amounts previously ~~paid by the Owner; withdrawn from the Escrow by the Contractor;~~
- .2 The amount, if any, for Work that remains uncorrected and for which the ~~Architect-Engineer~~ has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

...

- .4 For Work performed or defects discovered since the last payment application, any amount for which the ~~Architect-Engineer~~ may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and

...

10% retainage up to 50% completion of a scope

...

Permits, general conditions, and all "Division 1" or "Owner Paid Costs"

PAGE 5

Retainage shall be released on a sub-contractor by subcontractor basis upon approval of Engineer of final completion for said subcontractor..

...

§ 5.1.9 ~~Except with the Owner's prior approval, as is required for timely progression of the work,~~ the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

...

- .2 a final Certificate for Payment has been issued by the ~~Architect-Engineer.~~

§ 5.2.2 The ~~Owner's~~ final payment to the Contractor shall be ~~made available for withdrawal from the Escrow~~ no later than 30 days after the issuance of the ~~Architect's-Engineer's~~ final Certificate for Payment, or as follows:

...

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)~~

—0%

Intentionally deleted.

...

The ~~Architect-Engineer~~ will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

...

[☒] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

...

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~

...

§ 7.1 The Contract may ~~be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.~~not be terminated.

§ 7.1.1 ~~If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 ~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.~~

PAGE 6

Owner's Receiver is hereby appointed as authorized representative of the Owner under this agreement:

...

James E. Thomas, Jr.
8335 Keystone Xing, Suite 220
Indianapolis, IN 46240

...

Email Address: jthomas@cityscapersresidential.com

...

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents. Owner shall provide governmentally-required maintenance or performance bonds with funds and sureties wholly separate from the Escrow and shall have all rights to any recovery from the performance surety payment of approximately \$99,986 currently on deposit with the City of Kansas City, Missouri, paid under the prior construction contract.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7.1 This agreement is for completion of construction of partially-installed public improvements commenced under a separate, prior contract. Portions of that work have been installed and aspects contemplated in the original design will now be deleted from scope or will be deferred to later installation under separate contracts by future purchasers. While the intent of the original design documents was to create substantially complete building sites on one or more adjoining tracts, the intent now is that construction scope shall be confined to the strict limit of installation of public infrastructure (i.e. streets, utilities, and partial sidewalks) and shall not include improvements or alterations related to non-infrastructure scopes of work shown in the design documents (e.g. fill and finishing of building pad sites.) In addition, specific deletions of originally contemplated public infrastructure work that are excluded from the scope of this agreement are shown in the attached "Exhibit A".

§ 8.7.2 As part of this agreement Contractor shall also take over administration and distribution of \$177,020.87 in retainage as shown on Draw 13 of the prior contract for the predecessor work, such amount not included in the Contract Sum.

§ 8.7.3 The parties acknowledge that, as part of the process of funding the Escrow, a sum of Eight Hundred, Twenty-Five Thousand Dollars (\$825,000.00) has been deposited into the Escrow pursuant to a separate settlement agreement between Owner, Contractor, and other parties. By executing this agreement the parties agree that the funds in such escrow do not belong to Owner or Receiver, and no part of such funds shall be distributed to Owner or Receiver.

§ 8.7.4 In the event of a default under this agreement by Owner or its representatives, Contractor shall be entitled to, as remedy, immediate release and receipt of all remaining funds of the Escrow.

PAGE 7

- 4 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

...

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- [] — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract: Exhibit A - Deleted scopes of public infrastructure Exhibit B – Schedule of values

Document	Title	Date	Pages
----------	-------	------	-------

PAGE 8

James E. Thomas, Jr., Manager

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kelli Lawrence, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:04:02 ET on 08/27/2019 under Order No. 9639363765 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit A

Infrastructure Deferrals

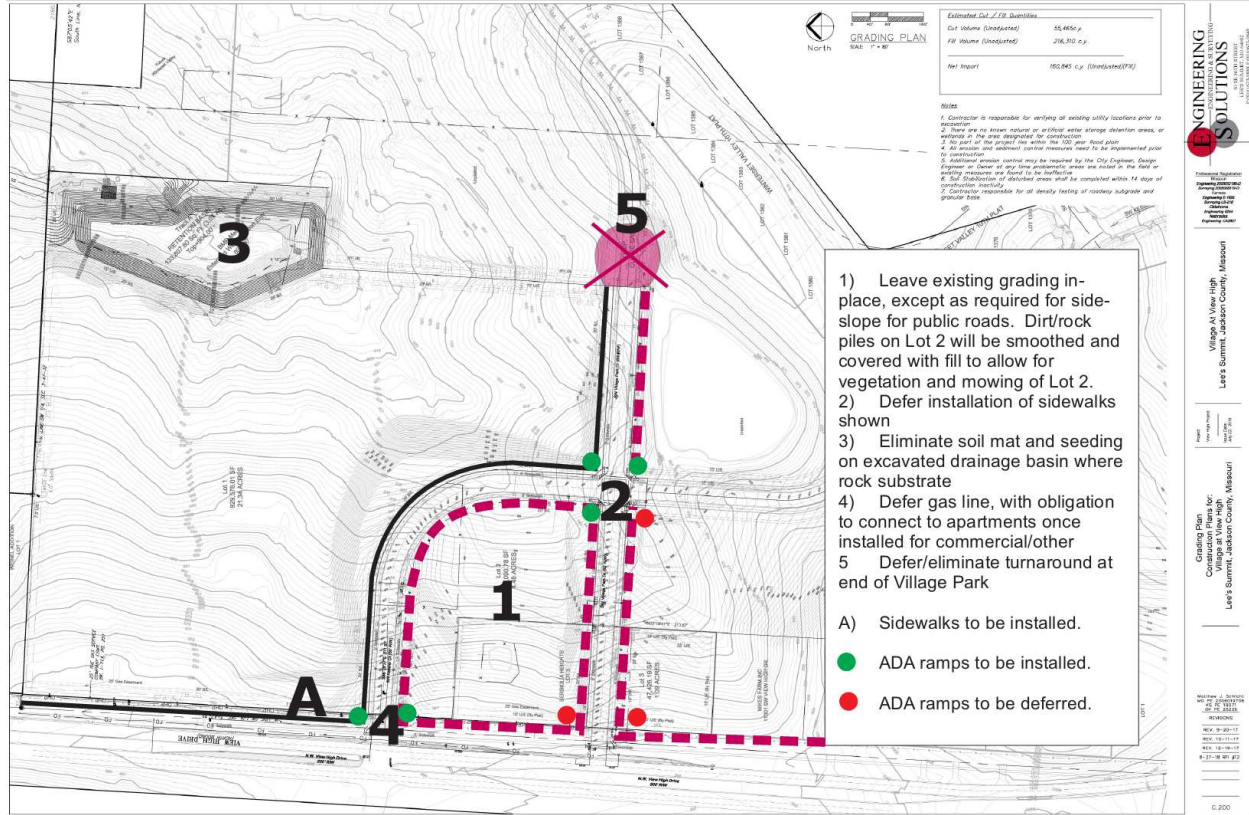


EXHIBIT A

INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE EXAMPLE						ISSUE DATE (MM/DD/YYYY)	
PRODUCER: Your Producer Name Your Producer Address Your Producer City, State and Zip Your Producer Telephone Number						1 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED: Your Company Name Your Company Address Your Company City, State and Zip Your Company Telephone Number						INSURER'S AFFORDING COVERAGE INSURER A: Your General Liability Carrier INSURER B: Your Automobile Carrier INSURER C: Your Excess Liability Carrier INSURER D: Your WC/Employers Liability Carrier INSURER E:	
COVERAGES						NAIC #	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY AGREEMENT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
5 A	GENERAL LIABILITY	YOUR POLICY # 7	XXXXXXXXXX 8	XXXXXXXXXX 9	EACH OCCURRENCE	\$1,000,000	
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISE (Ea occur)	\$100,000	
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$5,000	
					PERSONAL & ADV INJURY	\$1,000,000	
					GENERAL AGGREGATE	\$2,000,000	
					PRODUCTS - COMP/OP AGG	\$2,000,000	
8	AUTOMOBILE LIABILITY	YOUR POLICY # 8	XXXXXXXXXX	XXXXXXXXXX	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	X ANY AUTO						
	ALL OWNED AUTOS						
	SCHEDULED AUTOS						
	HIRED AUTOS						
	NON-OWNED AUTOS						
C	GARAGE LIABILITY	YOUR POLICY # 8	XXXXXXXXXX	XXXXXXXXXX	AUTO ONLY - EA ACCIDENT		
	ANY AUTO				OTHER		
D	EXCESS/UMBRELLA LIABILITY	YOUR POLICY # 8	XXXXXXXXXX	XXXXXXXXXX	EACH OCCURRENCE	\$1,000,000*	
	X PER OCCUR CLAIMS MADE				AGGREGATE	\$1,000,000*	
	DEDUCTIBLE						
	RETENTION						
D	WORKMAN'S COMPENSATION & EMPLOYERS' LIABILITY	YOUR POLICY # 8	XXXXXXXXXX	XXXXXXXXXX	WC STATUTORY LIMITS		
					EL EACH ACCIDENT	\$100,000	
					EL DISEASE - EA EMPLOYEE	\$100,000	
					EL DISEASE - POLICY LIMIT	\$500,000	
ADDITIONAL INSURED: _____ are named as additional insured. The insured also agrees to waive all rights of subrogation for worker's compensation. It is also agreed that policies represented on this certificate are primary and non-contributory.							
CERTIFICATE HOLDER				CANCELLATION			
(Cityscape Construction) 8335 Keystone Crossing, Suite 220 Indianapolis, IN 46240				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
AUTHORIZED REPRESENTATIVE				12			
* COVERAGE FOR ELECTRICAL, HVAC, PLUMBING, STEEL, ELEVATOR AND FRAMING = \$5,000,000							

EXHIBIT B

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed Certification, is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

A	B		C			
Cost Code	Description of Work	Revised Control Estimate	Completed From Predecessor Contract	Balance to Finish in Prior Contract	Adjustments for Scope	Contract Schedule of Values
	OWNER DRAWN COSTS	136,123.79	47,123.79	89,000.00	-75,000.00	14,000.00
01-430	LEGAL FEES	3,999.28	3,999.28	0.00		0.00
01-435	SOFTWARE	1,750.00	1,750.00	0.00		0.00
01-460	BLUEPRINTS	682.91	682.91	0.00		0.00
01-540	BUILDING PERMITS	217,554.71	162,983.16	54,571.55	-50,000.00	4,571.55
02-230	EROSION/SEDIMENTATION CONTROL	3,500.00	3,500.00	0.00		0.00
02-300	EARTHWORK/EXCAVATION	1,571,167.00	1,197,386.00	373,781.00	-195,843.85	177,937.15
02-410	WATER DISTRIBUTION	169,358.81	164,997.62	4,361.19		4,361.19
02-415	SURVEYING & TESTING	50,000.00	25,756.00	24,244.00		24,244.00
02-420	SANITARY SEWER	110,874.57	110,873.57	1.00		1.00
02-425	OFF SITE SEWER	475,127.40	475,127.40	0.00		0.00
02-450	STORM SEWER	663,589.00	654,311.28	9,277.72		9,277.72
02-500	CONCRETE CURBS	130,924.00	40,346.19	90,577.81	-40,000.00	50,577.81
02-700	ASPHALT PAVING	368,739.00	182,506.60	186,232.40	-12,000.00	174,232.40
02-720	PARKING LOT STRIPING	29,359.50	14,679.50	14,680.00		14,680.00
17-100	CONTINGENCY	-	0.00	0.00		0.00
20-100	GC FEE	313,275.00	253,554.44	59,720.56	-37,284.38	22,436.17
				0.00		
		4,246,024.97	3,339,577.74	906,447.23	-410,128.23	496,319.00

Exhibit C
Sources and Uses

Sources			
		Unfunded Escrow at First American	\$ 323,105.00
		UMB partial release of Letter of Credit	\$ 825,000.00
			\$ 1,148,105.00
Uses			
		Carry-over of retainage shown at end of Draw 13	\$ 177,020.87
		Unfunded amount from 9-11, with revised fee draw per Schlicht	\$ 344,357.81
		To-be funded amount on Draw 13	\$ 130,407.32
		Total for Prior Contract Close-out	\$ 651,786.00
		Net Amount of new Contract and Escrow Amount	\$ 496,319.00
		TOTAL USES	\$ 1,148,105.00

Exhibit D
Form of Escrow Agreement

SEE ATTACHED

Escrow Number: _____

Date: September __, 2019

ESCROW AGREEMENT

Property Address: View High Drive and Kessler Drive, Lee's Summit, Missouri (Public Infrastructure Project)

Deposit(s): \$825,000.000

Certified, uncertified, cashier check(s) or wire(s) in the amount of **Eight Hundred and Twenty-Five Thousand and No/100 Dollars (\$825,000.00)** (the "Funds") is hereby deposited with First American Title Insurance Company, as Escrowee ("Escrowee") into this Escrow Agreement ("Agreement") and shall be released and delivered by Escrowee only upon the joint written order of the undersigned or their respective legal representatives or assigns, except as provided below. Title to the Funds shall be held in the name of Escrowee pending disbursement hereunder.

Without any further instructions or approvals from the undersigned, the Escrowee is directly to release to Contractor the sum of **One Hundred Fifty-One Thousand, Six Hundred, Sixty Dollars (\$151,660.00)** from the Funds upon deposit of the Funds for payment of owed and unpaid amounts under a prior Cost-Plus construction agreement between Contractor and Developer.

If the Contractor believes in good faith that it is entitled to receive some or all of the funds in Escrow in accordance with the terms and conditions of the Settlement Agreement dated September 3, 2019 by and between Contractor, Receiver, Lender, Developer and other parties thereto (the "Settlement Agreement") and/or pursuant to the Stipulated Sum Contract (as defined in the Settlement Agreement), the Contractor may deliver written notice to Escrowee, with a mandatory copy of notice being simultaneously delivered to the Receiver, providing the information required for disbursement under the Stipulated Sum Contract (each a "Disbursement Request"). If the Receiver executes the Disbursement Request, or does not deliver written notice to Escrowee that it objects to any Disbursement Request within five (5) business days of the delivery of a Disbursement Request, Escrowee shall disburse such funds to Contractor with no further consents or approvals of any kind being required from the Receiver. If the Receiver timely objects to a Disbursement Request, Escrowee shall not disburse any funds from the Escrow until it receives a joint direction from both Contractor and the Receiver or the Receiver agrees in writing that such funds may be released to Contractor. The undersigned agree that Developer and Receiver have no right, title, or interest in the Funds, and no ability to draw, use, or make any claim to the Funds.

Escrowee is not bound by any term or provision not contained herein.

Notwithstanding the foregoing, Escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the said Escrowee obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified,

annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which said Escrowee is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, and reasonable attorneys' fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefore out of said deposit, and the undersigned jointly and severally agree to pay said Escrowee upon demand all such costs, fees and expenses so incurred, to the extent the funds deposited hereunder shall be insufficient to allow for such reimbursement.

If any disagreement or dispute shall arise between the Contractor and Receiver as to whether the Escrow Funds should be disbursed to Contractor hereunder, then, at Escrowee's option Escrowee may take such affirmative steps as it may, in its sole reasonable discretion, elect, (i) to substitute for itself an impartial party reasonably satisfactory to Contractor and Receiver to act as substitute escrow agent, (ii) to deposit the Funds with a court of competent jurisdiction, or (iii) to commence an action for interpleader, the costs thereof to be borne by Contractor and Receiver. If the Escrow Funds remain on deposit with Escrow Agent beyond the termination of this Agreement, Escrow Agent shall have the right, but not the obligation, to escheat the Escrow Funds to the Governing Law State.

Escrowee shall not be or become liable to any person for any damages, losses or expenses that may be incurred as a result of Escrowee performance of its duties or exercise of the powers granted to it under this Agreement, or otherwise, or claimed failure of its duties hereunder (unless caused by the willful misconduct or gross negligence of Escrowee). Contractor, Receiver, Lender, and Developer expressly waive and release Escrowee from all such liability. Escrowee shall be automatically released from all obligation, responsibility and liability hereunder upon Escrowee's disbursement, delivery or deposit of the Funds in accordance with the provisions of this Agreement.

It is expressly understood that in its capacity as escrow agent hereunder, Escrowee acts as a stakeholder for the convenience and accommodation of Contractor, Receiver, Lender, and Developer as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument received by or deposited with Escrowee and reasonably believed by Escrowee to be genuine, or for the form of execution of such instruments, or for the identity, authority or right of any person executing or depositing the same, or for the terms and conditions of any instrument pursuant to which Escrowee may act.

The duties of Escrowee in its capacity as escrow agent hereunder are purely ministerial. Escrow Agent shall not have any duties or responsibilities in respect of the Funds except those set forth in this Agreement and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document reasonably believed by Escrow Agent to be genuine, and Escrow Agent may assume that any person purporting to give it any notice on behalf of Receiver or Contractor in accordance with the provisions hereof has been duly authorized to do so.

In no case shall the above mentioned deposit be surrendered except in accordance with the terms of this Escrow Agreement.

Billing Instructions:

Escrow fee will be billed as follows: \$300.00 payable upon release of funds from escrow, ½ to be paid by each party. If there is more than one disbursement from escrow, there shall be a \$150.00 additional fee charged for each such additional disbursement, ½ to be paid by each party.

Except as to deposits of funds for which Escrowee has received express written direction concerning investment or other handling, the parties hereto agree the Escrowee shall be under no duty to invest or reinvest any cash at any time held by it hereunder. The Escrowee shall have the full right, power and authority to commingle any and all cash at any time constituting said deposit or part thereof with its other Escrow funds and all income, if any, derived from any use which the Escrowee may make of any deposits hereunder shall belong to the Escrowee.

Contractor and Receiver agree to hold Escrowee harmless from all claims for damages arising out of this Agreement and do hereby agree to indemnify Escrowee for all costs and attorney's fees except for Escrowee's failure to account for the funds held hereunder, or acting in conflict with the terms hereof.

[NO FURTHER TEXT – SIGNATURES ON NEXT PAGE]

CONTRACTOR:

CITYSCAPE CONSTRUCTION –VIEW HIGH, LLC

Signed By: _____
James E. Thomas, Jr.

Address: 8335 Keystone Crossing #220
Indianapolis, IN 46240

Phone: (317) 574-1600

E-mail: jthomas@cityscaperesidential.com

RECEIVER:

JAMES MACLAUGHLIN, AS RECEIVER

Signed By: _____

Address: _____

Phone: _____

E-mail: _____

LENDER:

UMB BANK, N. A., A NATIONAL BANKING ASSOCIATION

Signed By: _____

Address: _____

Phone: _____

E-mail: _____

DEVELOPER:

PARROT PROPERTIES, INC.

Signed By: _____

Address: _____

Phone: _____

E-mail: _____

ACCEPTED:

First American Title Insurance Company

By: _____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR VILLAGE AT VIEW HIGH, CONSISTING OF THE CONSTRUCTION AND IMPROVEMENT OF A COMMERCIAL FACILITY; AUTHORIZING THE CITY OF LEE'S SUMMIT, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (VILLAGE AT VIEW HIGH PROJECT), SERIES 2017, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$39,500,000 TO FINANCE THE COSTS OF SUCH PROJECT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Lee's Summit, Missouri (the "City") is a constitutional charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and,

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a Plan for an Industrial Development Project and Cost-Benefit Analysis for Village at View High (the "Plan") for Archview Properties, LLC, an Indiana limited liability company ("Archview"), with respect to a project consisting of the construction and improvement of a high-end multi-family complex in the City (the "Project"), notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now desires to approve the Plan; and,

WHEREAS, the City desires to finance the costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and,

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and,

WHEREAS, because the Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of the Project to an affiliated company to be named by Archview for such purpose (the "Company") and from no other source, the City has determined that it is appropriate that the Bonds be sold to the Company pursuant to Section 108.170 of the Revised Statutes of Missouri, as amended, which provides that notwithstanding any other provisions of any law or any charter provision to the contrary, industrial development revenue bonds may be sold at private sale; and,

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain

documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided; and,

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

SECTION 1. Promotion of Economic Development. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

SECTION 2. Approval of Plan. The Council hereby approves the Plan attached hereto as Exhibit A in accordance with Section 100.050 of the Act.

SECTION 3. Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Village at View High Project), Series 2017, in an aggregate principal amount not to exceed \$39,500,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The sale of the Bonds to the Company at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

SECTION 4. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

SECTION 5. Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

- (a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and BOFK, N.A., as trustee (the "Trustee"), pursuant to which the

Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

- (b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will provide funds for the construction and improvement of the Project and lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds; and,
- (c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds; and,
- (d) Performance Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the City has granted the Company certain rights with respect to the abatement of *ad valorem* real property taxes on the Project in consideration for the Company's agreement to pay certain payments in lieu of taxes.

SECTION 6. Execution of Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor, City Manager or Director of Finance of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 7. Further Authority. The Mayor, City Manager, Director of Finance and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents.

SECTION 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this 2nd day of February, 2017.


Mayor Randall L. Rhoads

ATTEST:


City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 6th day of February, 2017.


Mayor Randall L. Rhoads

ATTEST:


City Clerk Denise R. Chisum

APPROVED AS TO FORM:

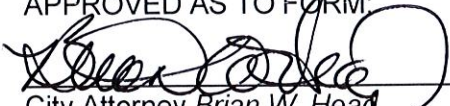

City Attorney Brian W. Head

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

CITY OF LEE'S SUMMIT, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS**

FOR

VILLAGE AT VIEW HIGH

JANUARY 12, 2017

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EXHIBIT 3 - PROJECTED TAX REVENUES ON PROJECT SITE WITHOUT PROJECT (NO ABATEMENT)

EXHIBIT 4 - PROJECTED PILOT AMOUNTS

* * *

CITY OF LEE'S SUMMIT, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFIT ANALYSIS FOR VILLAGE AT VIEW HIGH

I. PURPOSE OF THIS PLAN

The City Council of the City of Lee's Summit, Missouri (the "City") will consider an ordinance approving this Plan (defined below) and authorizing the issuance by the City of its taxable industrial development revenue bonds in the aggregate principal amount of not to exceed \$39,500,000 (the "Bonds"), to finance costs of an industrial development project (the "Project") for Archview Properties, LLC, an Indiana limited liability company, or its assigns (the "Company") as more fully described and defined herein. The Bonds will be issued pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended and Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended (collectively, the "Act").

This Plan for an Industrial Development Project and Cost-Benefit Analysis (the "Plan") has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will convey to the municipality title to the property included in the project. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At the same time, the municipality will lease the property, including the project, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions,

modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make “payments in lieu of taxes.” The amount of payments in lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 31 of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

Archview Properties, LLC. The Company is a limited liability company organized and existing under the laws of the State of Indiana.

City of Lee’s Summit, Missouri. The City is a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project to be financed by the Bonds consists of (1) the design and construction of the Village at View High apartments, an approximately 312-unit high-end multi-family complex and (2) associated site work and infrastructure. The Project being financed by the Bonds will be constructed on approximately 21.34 acres in the vicinity of the northeast intersection of 3rd Street and View High Drive, which is referred to as the “Project Site.”

Estimate of the Costs of the Project. The Project is expected to cost approximately \$39,500,000 and to be constructed during the years 2017 and 2018.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed \$39,500,000, to be issued by the City and purchased by the Company or its designee (the “Bondholder”) and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold title to the Project Site under the Chapter 100 Transaction. The City will

lease the Project to the Company for lease payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease. The lease between the City and the Company will terminate in 2028, unless terminated sooner pursuant to the terms of the lease.

Affected School District, Community College District, County and City. The Lee's Summit R-7 School District is the school district affected by the Project. Jackson County, Missouri is the county affected by the Project. Metropolitan Community College is the community college district affected by the Project. The City is the city affected by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project (other than those taxing entities solely affected by the Project with respect to receipt of tax revenues from the commercial surcharge tax).

Assessed Valuation. The most recent equalized assessed valuation of the Project Site is \$13,099.¹ The estimated total equalized assessed valuation of the Project Site after construction of the Project (2019) is \$3,721,613. This valuation was calculated based upon an assumed appraised value of \$19,587,434 for the Project Site in year 2019, multiplied by the assessment rate of 19%.

Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds in 2017 and to provide tax abatement to the Company for the Project for a period of ten years beginning in 2019. During years 2017 and 2018, the Project will be under construction and the Company will pay a partial payment in lieu of taxes as set forth below. For all the years that the Project Site is subject to tax abatement as provided herein, the Company will make a fixed PILOT payment in December of each year in accordance with the following schedule:

2017-18	\$ 1,149
2019-21	\$ 327,912
2022-26	\$ 336,110
2027-28	\$ 344,513

Sales Tax Exemption on Construction Materials. It is anticipated that the construction materials used to construct the Project will be exempt from state and local sales taxes.

Cost-Benefit Analysis and Discussion of Exhibits. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatements and exemptions of the Project. The following is a summary of the exhibits attached to this Plan that show the direct tax impact the Project is

¹ The Project Site consists of two separate parcels, both of which are currently part of larger tracts. The first parcel (Parcel I.D. No. 62-330-99-98-01-0-00-000) is owned by Parrot Properties Inc. and is approximately 24.89 acres. The Company is purchasing approximately 18.46 acres from Parrot Properties Inc. Based on information received from Jackson County, it is assumed that the most recent equalized assessed valuation of the land for the larger 24.89 acres tract is \$17,416. The land owned by the Company is approximately 74.47% of the acreage of the 24.89 acre site and it is therefore assumed that the most recent equalized assessed valuation of the land owned by the Company is \$12,969. The second parcel (Parcel I.D. No. 62-330-99-98-02-1-00-000) is owned by Mike's Farm Inc. and is approximately 11.13 acres. The Company is purchasing approximately 3.29 acres from Mike's Farm Inc. Based on information received from Jackson County, it is assumed that the most recent equalized assessed valuation of the land for the larger 11.13 acres is \$441. The land owned by the Company is approximately 29.53% of the acreage of the approximately 11.13 acre site and it is therefore assumed that the most recent equalized assessed valuation of the land owned by the Company is \$130.

expected to have on each taxing jurisdiction. This Plan does not attempt to quantify the overall economic impact of the Project.

Project Assumptions. **Exhibit 1** presents a list of the assumptions related to the determination of assessed valuations and the tax formulas.

Summary of Cost-Benefit Analysis. **Exhibit 2** presents a summary for each affected taxing district of (1) the total estimated tax revenues that would be generated if the Project did not occur and (2) the total estimated value of the payments in lieu of taxes ("PILOT Amounts") to be made by the Company for the proposed abatement period.

Real Property. **Exhibit 3** provides the projected tax revenues which would be paid on the Project Site without tax abatement and without the Project. **Exhibit 4** provides the projected value of PILOT Amounts to be paid by the Company.

V. ASSUMPTIONS AND BASIS OF PLAN

In preparing this Plan, key assumptions have been made to estimate the fiscal impact of the abatement and exemptions proposed for the Project. See **ATTACHMENT A** for a summary of these assumptions.

Information necessary to complete this Plan, has been furnished by representatives of the City, representatives of the Company and its counsel, the Bondholder and other persons deemed appropriate and such information has not been independently verified for accuracy, completeness or fairness.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The cost of designing and constructing the Project is estimated to be approximately \$39,500,000.

2. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it will be exempt from ad valorem taxes.

3. The Project Site will be excluded from the calculation of ad valorem property taxes for a period of twelve years beginning in 2017.

4. During the entire term of the Bonds through 2028, the Company will make payments in lieu of taxes in accordance with that portion of Section IV above in the Plan entitled "Payments in Lieu of Taxes."

5. Commercial real property taxes are calculated using the following formula:

$$(\text{Assessed Value} * \text{Tax Rate})/100$$

6. The assessed value of the Project Site is calculated using the following formula:

$$\text{Estimated Value} * \text{Assessment Ratio of 19\%}$$

7. The tax rates used in this Plan reflect the rates in effect for the tax year 2016. The tax rates were held constant through the 2028 tax year.

* * *

**City of Lee's Summit, Missouri
(Village at View High)**

**COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT**

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**Exhibit 1
Project Assumptions**

♦ Current assessed value of project site	\$	13,099
♦ Projected assessed value as a percentage of appraised value		19.0%
♦ Investment in the new project	2017-2018	\$39,500,000
♦ Projected appraised value (2019)		\$19,587,434
♦ Projected assessed value (2019)	\$	3,721,613

- ♦ Fixed PILOT as described below:

Year(s)	Amount
2017-2018	\$1,149
2019-2021	\$327,915
2022-2026	\$336,110
2027-2028	\$344,513

Exhibit 2
Summary of Cost Benefit Analysis

Tax Distribution	Tax Rate	Projected Tax Revenues on Project Site Without Project	Projected PILOT Amounts
Board of Disabled Services	0.0738	\$ 116	\$ 28,106
City - Lees Summit	1.5398	2,420	586,417
Jackson County	0.5025	790	191,372
Lees Summit R-VII	5.9957	9,425	2,283,402
Mental Health	0.1201	189	45,739
Metro Junior College	0.2339	368	89,078
Mid-Continent Library	0.3153	496	120,079
State Blind Pension	0.0300	47	11,425
	8.8111	\$ 13,850	\$ 3,355,619

Exhibit 3

Tax Rate per

Exhibit 4
Projected PILOT Amounts

Estimated Assessed Value of the Project Site with New Project																
PILOT Payment		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total		
\$	\$	13,040	\$	13,040	\$	3,721,613	\$	3,721,613	\$	3,721,613	\$	3,814,620	\$	3,814,620	\$	3,909,989
\$1,149	\$1,149			\$327,915	\$327,915	\$327,915	\$336,110	\$336,110	\$336,110	\$336,110	\$336,110	\$344,513	\$344,513			
Tax Rate per \$100																
Taxing Jurisdiction		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total		
Board of Disabled Services	0.0738	\$	10	\$	2,747	\$	2,747	\$	2,815	\$	2,815	\$	2,886	\$	28,106	
City - Lees Summit	1.5398	201	201	57,305	57,305	57,305	58,738	58,738	58,738	58,738	58,738	60,206	60,206	586,417		
Jackson County	0.5025	66	66	18,701	18,701	18,701	19,168	19,168	19,168	19,168	19,168	19,648	19,648	191,372		
Lees Summit R-VII	5.9957	782	782	223,137	223,137	223,137	228,713	228,713	228,713	228,713	228,713	234,431	234,431	2,283,402		
Mental Health	0.1201	16	16	4,470	4,470	4,470	4,581	4,581	4,581	4,581	4,581	4,696	4,696	45,739		
Metro Junior College	0.2339	31	31	8,705	8,705	8,705	8,922	8,922	8,922	8,922	8,922	9,145	9,145	89,078		
Mid-Continent Library	0.3153	41	41	11,734	11,734	11,734	12,027	12,027	12,027	12,027	12,027	12,328	12,328	120,079		
State Blind Pension	0.0300	4	4	1,116	1,116	1,116	1,144	1,144	1,144	1,144	1,144	1,173	1,173	11,425		
	8.8111	\$	1,149	\$	327,915	\$	327,915	\$	336,110	\$	336,110	\$	344,513	\$	\$3,355,619	

**CITY OF LEE'S SUMMIT, MISSOURI,
As Lessor,**

AND

**[ARCHVIEW PROPERTIES, LLC],
As Lessee**

LEASE AGREEMENT

Dated as of [DATE], 2017

Relating to:

**\$39,500,000
(Aggregate Maximum Principal Amount)
City of Lee's Summit, Missouri
Taxable Industrial Development Revenue Bonds
(Village at View High Project)
Series 2017**

Certain rights of the City of Lee's Summit, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to BOKF, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of [DATE], 2017, between the City and the Trustee.

LEASE AGREEMENT
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Exhibit A - Project Site

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Appendix I: Performance Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of [DATE], 2017 (the "Lease"), is between the **CITY OF LEE'S SUMMIT, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the "City"), and **[ARCHVIEW PROPERTIES, LLC]**, a limited liability company organized and existing under the laws of the State of Indiana, as lessee (the "Company");

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend and improve certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on February 2, 2017, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Village at View High Project), Series 2017, in the maximum principal amount of \$39,500,000 (the "Bonds"), for the purpose of acquiring and improving certain real property located generally in the vicinity of the northeast intersection of 3rd Street and View High Drive in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the construction and improvement of a high-end multi-family complex on the Project Site (the "Project Improvements," as more fully described on **Exhibit B** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture") with BOKF, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will construct and improve the Project Improvements, and lease the Project Site and the Project Improvements as they may at any time exist (collectively, the "Project"), to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the "Performance Agreement"), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

“Basic Rent” means the rental described in **Section 5.1** of this Lease.

“Environmental Law” means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

“Financing Document” means any loan agreement, credit agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of a Financing Party.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf.

“Full Insurable Value” means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.2(a)** hereof.

“Lease Term” means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

“Leasehold Mortgage” means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** hereof.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees, trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, this Lease and the Performance Agreement, (c) utility, access and other easements and rights-of-way,

mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens or security interests granted pursuant to any Leasehold Mortgage or any Financing Documents, (f) any future fee and leasehold deed of trust (delivered pursuant to **Section 10.4(b)** of this Lease), and (i) all exceptions to title set forth in the title report included in the transcript of proceedings relating to the Bonds.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

"Project Site" means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A**.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City has acquired the Project Site and agrees to construct and improve or cause to be constructed and improved thereon the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The purchase, construction, extension and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Indiana and authorized to conduct business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction and improvement of the Project are in accordance with sound engineering and accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of Lee's Summit, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on December 1, 2028.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act, this Lease and the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. The City shall be the sole owner of the Project during the Lease Term.

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may, (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the

purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Construction and Improvement of the Project. The City and the Company agree that the Company, as the agent of the City, shall, but solely from the Project Fund, construct and improve the Project as follows:

(a) The City has acquired the Project Site prior to the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**;

(c) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, to the extent applicable to the construction of the Project; provided, however, that (i) nothing herein shall constitute, or be deemed to be, an agreement or acknowledgment by either the City or the Company that Section 107.170 of the Revised Statutes of Missouri, as amended, is applicable to the construction of the Project or any portion thereof, and (ii) the City and the Company hereby acknowledge and agree that the Project is not a "public work" for purposes of Section 107.170 of the Revised Statutes of Missouri, as amended; and

(d) The Company agrees that it will use reasonable efforts to cause the construction and improvement of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such construction and improvement commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by

the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the construction and improvement of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the construction and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project Site and the Project Improvements, which the Company desires to convey to the City, including all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, any Permitted Encumbrances, and the Leasehold Mortgage, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City, the Trustee and the Bondowners and agree to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project and the Trustee's acceptance of its duties as Trustee hereunder.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing December 1, 2017 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On December 1, 2028 (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent as provided for in this Section may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204(d)** of the Indenture. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Notwithstanding anything contained in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, if the Purchaser, or any other affiliate of the Company, is the Owner of all of the Bonds Outstanding, payments of Basic Rent may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent without requiring the Company to wire or otherwise transfer any moneys to such Owner or the Trustee.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

- (a) all reasonable fees, charges and expenses, including agent and counsel fees, of the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due;
- (b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;
- (c) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under this Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Bondowners, including counsel fees and expenses;
- (d) all amounts payable under the Performance Agreement; or
- (e) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and

claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay a portion of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's charter relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in

installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under the Performance Agreement to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its Affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company agree that while the Project is owned by the City and is subject to this Lease, the Project and the leasehold interest of the Company in the Project will be exempt from all *ad valorem* real and personal property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties in accordance with the Performance Agreement attached hereto as *Appendix I*. Notwithstanding the foregoing, Company will annually pay to the City the payments with respect to the Project set forth in the Performance Agreement.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Before conveying title to any real property to the City, the Company will purchase, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep

the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The term "Full Insurable Value" shall mean the actual replacement cost of the Project, without deduction for physical depreciation. The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2017 with a certificate of an Authorized Company Representative certifying compliance with this Section. The Trustee shall be entitled to rely upon said certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than \$1,000,000 per occurrence (subject to reasonable liability retention amounts not to exceed the amounts normally or generally carried by the Company or its affiliates). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2017 with a certificate of an Authorized Company Representative certifying compliance with this Section. The Trustee shall be entitled to rely upon said certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the

Company, or in combination with its parent corporation, has a net worth in excess of \$200,000,000, as determined by accounting principles generally accepted in the United States of America.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of the Project shall remain the property of the Company and may be removed by the Company. Such property shall be subject to *ad valorem* taxes.

Section 8.2. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all *ad valorem* taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to *ad valorem* taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any leasehold mortgagee or Financing Party. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under any Leasehold Mortgage or Financing Document to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not

practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of the mortgagee under the Leasehold Mortgage (if any) and Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such

restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds. For purposes of this Section only, any person to whom Bonds have been pledged in good faith shall be deemed to be the Owner of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)** hereof, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 24 hours' advance written notice and the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease, and (d) exhibiting the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(b)** and **(c)**, if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(b)** and **(c)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease, and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) Upon notice by the Company to the City in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Financing Party;

(2) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(3) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(6) the Financing Parties (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Company's obligations under any mortgage or Financing Documents relating to the Project shall be subordinate to the Company's obligations under this Lease.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not (i) extend to the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City, or (ii) extend to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the performance or failure to perform by the City or the Trustee of its obligations under this Lease, the Performance Agreement or any related documents. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to

assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease and the Performance Agreement, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease and the Performance Agreement; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) \$100,000,000. The term "net worth," as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 10.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company's expense, shall file all instruments the Owner of the Bonds shall deem necessary to be

filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus
- (b) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (c) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus
- (d) the sum of \$100.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents, including without limitation a special warranty deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payment due under the Performance Agreement. The amount of the purchase price under this Section shall be \$100 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 5 days following written notice to the Company by the City or the Trustee; or

(b) Default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Company by the City or the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding provided, however, at any time the Company is the owner of 100% in aggregate principal amount of all Bonds Outstanding, said notice must also have been given by the Owner of 100% in aggregate principal amount of all Bonds Outstanding or it shall not be effective (unless such Event of Default stems from a payment obligation owed to the City or the Trustee, in which case notice given by the City or the Trustee, as applicable, shall be sufficient); or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 30 days after the City or the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default provided that (1) the Company has commenced such cure within said 30-day period, and (2) the Company diligently prosecutes such cure to completion) provided, however, at any time the Company is the owner of 100% in aggregate principal amount of all Bonds Outstanding, said notice must also have been given by the Owner of 100% in aggregate principal amount of all Bonds Outstanding or it shall not be effective (unless such Event of Default stems from a payment or indemnification obligation owed to the City or the Trustee or an obligation to obtain insurance in accordance with **Article VII** of this Lease, in which case notice given by the City or the Trustee, as applicable, shall be sufficient); or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site or any material portion thereof, and the same remains uncared for or abandoned for a period of 90 days; or

(f) The occurrence and continuance of an "Event of Default" by the Company under the Performance Agreement following any applicable notice and grace period provided therein.

With regard to any alleged default concerning which notice is given to the Company under the provisions of this Section, the City hereby grants the Company full authority for account of the City to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the City, with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts in order to remedy such default.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of

this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) The Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act. Notwithstanding the foregoing, the Company may, in the ordinary course of its business, and without the prior approval of, or notice to, the City, enter into leases or subleases with one or more persons or entities for the various parcels or units within the Project to be used for residential purposes or other uses commonly associated with an apartment complex.

If for any reason this Lease and the leasehold estate of the Company hereunder is terminated by the City by summary proceedings or otherwise in accordance with the terms of this Lease, the City covenants and agrees that such termination of this Lease shall not result in a termination of any sublease affecting the Project or any part or parts thereof and that they shall continue for the duration of their respective terms and any extensions thereof as a direct lease between the City hereunder and the sublessee thereunder, with the same force and effect as if the City had originally entered into such sublease as landlord thereunder. Any such sublessee shall not be named or joined in any action or proceeding by the City under this Lease to recover possession of the Project or for any other relief if such sublessee is not then in default under the terms of its sublease beyond any applicable grace period for curing the same. The City shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing in a form reasonably satisfactory to the Company.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease (excluding residential subleases as contemplated in subsection (b) hereof) any interests in this Lease without the prior written consent of the City shall only apply to assignments made (A) to any entity whose long-term debt, or the long-term debt of an entity controlled by, under common control with or controlling such entity has at least a rating in any of the top three long term debt rating categories by any nationally recognized rating agency; (B) so long as the Company shall remain secondarily liable, to any such entity; or (C) to an entity controlled by or under common control with or controlling the Company, so long as such entity has a net worth of at least \$5,000,000 at the time of such assignment or sublease. For any proposed assignment or transfer, other than those specifically set forth in this Lease, the Company may assign or transfer any interests in this Lease to any entity or person with the City's prior written consent, and such consent shall not be unreasonably withheld, conditioned or delayed. The City shall have the right to grant or withhold its consent to such proposed assignment or transfer in its reasonable discretion after inquiry and the delivery of information by the Company to the City as to whether the proposed assignee or transferee has sufficient financial wherewithal and experience to complete the Project according to the terms of this Lease, the Performance Agreement or any other agreement related to the issuance of the Bonds. If and to the extent that the Company and/or the proposed assignee reasonably demonstrates to the City that the proposed assignee has sufficient experience and a net worth sufficient to complete the Project, then it shall not be deemed "reasonable" for the City to withhold its consent to such proposed assignment or sublease. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor beneficiary of this Lease.

Section 13.3. Prohibition Against Fee Mortgage of Project. Except as otherwise set forth in **Section 10.4**, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the

Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. Satisfaction of the Company's Obligations. Any obligation of the Company under this Lease, including, but not limited to, the obligations of the Company to pay Basic Rent, Additional Rent and to maintain insurance as required herein, may be performed by a member of the Company, and such performance by a member of the Company shall be treated as though the obligation were performed by the Company.

Section 15.11 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND IN THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE AND THE PERFORMANCE AGREEMENT.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name: Randall L. Rhoads
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Denise Chisum
Title: City Clerk

[Lease Agreement]

[ARCHVIEW PROPERTIES, LLC],
an Indiana limited liability company

By: _____

EXHIBIT A
PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[To be provided]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The Project Improvements shall consist of an approximately 312-unit high-end multi-family complex and associated site work and infrastructure.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF [DATE], 2017, BETWEEN CITY OF LEE'S SUMMIT, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF [DATE], 2017, BETWEEN CITY OF LEE'S SUMMIT, MISSOURI AND [ARCHVIEW PROPERTIES, LLC].

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of \$_____ is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements. The total amount of this requisition and all prior requisitions are as follows:

<u><i>Date of Project Costs</i></u>	<u><i>Amount Submitted in this Requisition</i></u>	<u><i>Requisitions Submitted to Date (Including this Requisition)</i></u>

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the construction and improvement of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

[ARCHVIEW PROPERTIES, LLC]

By: _____
Authorized Company Representative

Approved this _____ day of _____, 20____.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

APPENDIX I
PERFORMANCE AGREEMENT

(See Document No. 4)

PERFORMANCE AGREEMENT

Dated as of [DATE], 2017

BETWEEN

CITY OF LEE'S SUMMIT, MISSOURI

AND

[ARCHVIEW PROPERTIES, LLC]

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of [DATE], 2017 (the “**Agreement**”), between the **CITY OF LEE’S SUMMIT, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”), and **[ARCHVIEW PROPERTIES, LLC]**, an Indiana limited liability company (the “**Company**”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act and held a public hearing to finance the costs of a project (the “**Project**”) for the Company consisting of the acquisition and improvement of certain real property located generally in the vicinity of the northeast intersection of 3rd Street and View High Drive in the City (the “**Project Site**”), including the construction and improvement of a high-end multi-family complex on the Project Site, out of the proceeds of the industrial development revenue bonds to be issued under the Act to provide funds to pay the costs of the Project, and to lease or sell the Project to the Company for the purpose of financing the costs of the Project.

3. Pursuant to Ordinance No. [] (the “**Ordinance**”) passed by the City Council on February 2, 2017, the City has approved a plan for the Company’s economic development project and has been authorized to execute and deliver (a) a Trust Indenture of even date herewith (the “**Indenture**”) between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “**Trustee**”), for the purpose of issuing and securing the City’s Taxable Industrial Development Revenue Bonds (Village at View High Project), Series 2017 in the maximum principal amount of \$39,500,000 (the “**Bonds**”), (b) a Lease Agreement of even date herewith (the “**Lease**”) with the Company under which the City, as lessor, will construct, extend and improve the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project’s exemption from ad valorem real property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company’s desire to construct, extend and improve the Project upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the terms otherwise defined herein, the following words and terms as used herein shall have the following meanings:

“Agreement” means this Performance Agreement dated as of [DATE], 2017, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Commercial Facility” means a facility comprised of rentable space operated for profit by the Company in accordance with this Agreement, including a residential apartment complex and associated uses.

“Company” means [Archview Properties, LLC], an Indiana limited liability company, and its successors and assigns.

“Cost-Benefit Analysis” means the Cost Benefit Analysis contained in the Plan for an Industrial Development Project and Cost-Benefit Analysis for Village at View High, approved by the City pursuant to the Ordinance.

“Indenture” means the Trust Indenture dated as of [DATE], 2017, between the City and BOKF, N.A., Kansas City, Missouri, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

“PILOT Payments” or **“PILOTS”** means the payments in lieu of taxes provided for in **Article III** hereof.

“Project” means, collectively, the Project Site and the Project Improvements as they may at any time exist.

“Project Improvements” shall have the same meaning as provided in **Exhibit B** to the Indenture.

“Project Site” means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

ARTICLE II

REPRESENTATIONS

Section 2.1. City’s Representations. The City hereby represents that the Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

Section 2.2. Company's Representations. The Company hereby represents that the Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

ARTICLE III

PROPERTY TAX EXEMPTION; PAYMENT IN LIEU OF TAXES

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem taxes on real property. The first year of the exemption period for purposes of this Agreement shall begin on January 1, 2017. Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be 2028. The Company covenants and agrees that, during each year the Project is exempt from ad valorem taxes by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "PILOT") as described in this **Article III**. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds.

Section 3.2. Payments In Lieu of Taxes for Project. The Company covenants and agrees to make PILOT Payments to the City on or before each December 31, commencing December 31, 2017, in the amounts, and in the years, set forth in **Exhibit B** attached hereto. Additionally, because the Project Site is being transferred to the City in 2017, the real property is not subject to ad valorem taxation for 2017 and 2018, and therefore, the Company, to the extent the taxes for 2017 or 2018 are not paid, is required to make a PILOT Payment equal to 100% of the taxes that would otherwise be due for 2017 and 2018 in the amounts shown in **Exhibit B**.

Section 3.3. Termination for Failure to Operate the Project as a Commercial Facility. If the Company fails to operate the Project as a Commercial Facility, other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the percentage of PILOTS set forth in **Section 3.2** shall be increased to 100% of the ad valorem real property taxes that would otherwise have been due on the Project during each year following such failure, including the year in which the failure occurs, and during which the Project is exempt from ad valorem real property taxes as provided herein.

Section 3.4. Distribution of PILOTS. Within 30 days of the date of receipt of each PILOT, the City or designated billing/collection agent shall distribute each PILOT among the taxing jurisdictions. However, upon a termination under **Section 3.3**, the City or designated billing/collection agent shall distribute each PILOT among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement.

Section 3.5. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Jackson County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense,

fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 3.6. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Agreement, in an amount of no greater than \$1,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 31 of each year continuing until December 31 of the year in which this Agreement expires or is terminated.

Section 3.7. Other Property Taxes In Connection with the Project. The real property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies which are paid by the Company and received by the City and other taxing jurisdictions shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Project which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 3.8. Credits for Certain Tax Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for ad valorem real property taxes on the Project to Jackson County, Missouri.

Section 3.9. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action.

Section 3.10. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

Section 3.11. PILOTS Following Cessation of Operations. If for any reason the Company ceases operations of the Project during the term of this Agreement, the percentage of PILOTS set forth in **Section 3.2** shall be increased to 100% of the ad valorem real property taxes that would otherwise have been due on the Project for each year following such cessation of operations including the year of cessation of operations. "Ceases operations" or "cessation of operations" for the purpose of this paragraph means the Company completely vacates, abandons and permanently ceases operations for a period of 90 consecutive days during the term of this Agreement, unless the Project has been subject to a casualty and the Company is intending to rebuild the Project or the Company's interest in this Agreement has been transferred pursuant to **Article V** hereof and the Project continues in operation thereafter.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement.

Section 4.2. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 4.3. Construction and Improvement of the Project. The Project will be constructed and improved consistent with the description of the Project herein. In the event the Project constructed and improved is materially inconsistent with the description of the Project contained herein and in the presentation to the City Council of the City, the City reserves the right to declare an Event of Default in accordance with **Section 6.1** hereof.

Section 4.4. Representations and Warranties.

(a) The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Indiana and authorized to conduct business in the State of Missouri;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the organizational documents of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the best of the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to perform under this Agreement; and

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.

(b) The City represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to perform under this Agreement.

Section 4.5. Survival of Covenants. All warranties, representations, covenants and agreements of the Company and the City contained herein shall survive termination of this Agreement for any reason.

Section 4.6. Indemnification. The Company shall indemnify and defend the City to insure that the City and the Trustee are held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein. The Company hereby grants such warranties regarding environmental matters as set forth in **Section 10.9** of the Lease. This section shall not apply to the negligence or willful misconduct of the City or its officers, employees or agents.

Section 4.7. Sales Tax Exemptions. In order to obtain an exemption from state and local sales taxes, the City will provide a project exemption certificate to the Company in connection with the Company's acquisition of the construction materials for the Project Improvements.

Section 4.8. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the City; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project so long as the Company continues to operate the Project as a commercial apartment complex and otherwise remains responsible for its undertakings herein. Notwithstanding the foregoing, the Company may, without the City's consent, transfer its interests in this Agreement to any entity or person to whom the Lease has been assigned in accordance with **Article XIII** thereof.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

- (a) the Company fails to make any PILOT Payments required to be paid hereunder within 10 days after written notice and demand by the City;
- (b) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 30 days (or such longer period as the City and Company agree in writing) after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently; or
- (c) the Company fails to operate the Project as a Commercial Facility.

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Within thirty days of such termination and upon written notice of the dollar amounts due, the Company shall make a PILOT to the City equal to (i) the pro rata amount payable pursuant to **Section 3.3** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the pro rata amount of taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOTS following cessation of operations shall be governed by **Section 3.12**.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue ad valorem real estate taxes from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments due and owing under this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

Section 6.5. Failure of the City to Perform its Obligations. In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on December 1, 2028 (the “**Stated Expiration Date**”). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.5. Entire Agreement. This Agreement constitutes the entire agreement relating to the subject matter contained herein and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

Section 8.6. Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

Section 8.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2017, and also upon execution of this Agreement.

Section 8.9. Complete Agreement. The Company and the City understand that oral or unexpected agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Agreement and the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Agreement and the Lease.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, all as of the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name: Randall L. Rhoads
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Denise Chisum
Title: City Clerk

[ARCHVIEW PROPERTIES, LLC],
an Indiana limited liability company

By: _____

EXHIBIT A

Legal Description

The following described real estate located in Jackson County, Missouri:

[To be provided]

EXHIBIT B
PILOT SCHEDULE

<u>Year</u>	<u>Amount</u>
2017	\$ 1,149.00
2018	1,149.00
2019	327,912.00
2020	327,912.00
2021	327,912.00
2022	336,110.00
2023	336,110.00
2024	336,110.00
2025	336,110.00
2026	336,110.00
2027	344,513.00
2028	344,513.00

Packet Information

File #: BILL NO. 19-223, **Version:** 1

An Ordinance approving an amended and restated plan for an Industrial Development Project for Village at View High, approving the issuance of an additional \$6,500,000 of Industrial Development Revenue Bonds for the Project, and approving the amendment of certain documents in connection therewith.

Issue/Request:

An Ordinance approving an amended and restated plan for an Industrial Development Project for Village at View High, approving the issuance of an additional \$6,500,000 of Industrial Development Revenue Bonds for the Project, and approving the amendment of certain documents in connection therewith.

Key Issues:

Approval of this ordinance will amend the currently approved Payment in Lieu of Taxes (PILOT) schedule for the project by extending the PILOT schedule by one year from 2028 to 2029; authorize additional bond capacity in the amount of \$6,500,000 for a total maximum principal amount not to exceed \$46,000,000; extend the maturity of the Bonds by one year to December 1, 2029; and extend the term of the Lease by one year to December 1, 2029. Approval of the ordinance would authorize the Mayor, City Manager, Director of Finance, City Clerk and other officials, agents and employees of the City to take such further action and execute such documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of the ordinance.

Proposed City Council Motion:

An Ordinance approving an amended and restated plan for an Industrial Development Project for Village at View High, approving the issuance of an additional \$6,500,000 of Industrial Development Revenue Bonds for the Project, and approving the amendment of certain documents in connection therewith - I move for second reading.

Background:

On February 2, 2017, The City Council passed Ordinance No. 8082 authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Village at View High Project), Series 2017, in the maximum principal amount of \$39,500,000 (the "Bonds"), for the purpose of acquiring and improving certain real property located generally in the vicinity of the northeast intersection of 3rd Street and View High Drive in the City (the "Project Site"), including the construction and improvement of a commercial facility on the Project Site (the "Project Improvements," together with the Project Site, the "Project"). The project consists of the design and construction of the Meridian at View High, a 312-unit high-end multi-family complex in the vicinity of the northeast intersection of 3rd Street and View High Drive. The Company receives tax abatement under the Chapter 100 structure on the real property included in the project. However, the Company makes fixed Payments in Lieu of Taxes in accordance with the approved PILOT schedule. The PILOT schedule was set based on information provided to the Council by City staff regarding the tax payments on comparable properties. The PILOT amount was based on \$1,051 per unit beginning in 2019.

Mark Dunning, Assistant City Manager

File #: BILL NO. 19-223, **Version:** 1

David Bushek, Chief Counsel of Economic Development & Planning

Recommendation: Staff recommends approval of the ordinance.

BILL NO. 19-223

AN ORDINANCE APPROVING AN AMENDED AND RESTATED PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR VILLAGE AT VIEW HIGH, APPROVING THE ISSUANCE OF AN ADDITIONAL \$6,500,000 OF INDUSTRIAL DEVELOPMENT REVENUE BONDS FOR THE PROJECT, AND APPROVING THE AMENDMENT OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Lee's Summit, Missouri (the "City") is a constitutional charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and,

WHEREAS, pursuant to the Act, the City Council passed Ordinance No. 8082 on February 2, 2017, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Village at View High Project), Series 2017, in the maximum principal amount of \$39,500,000 (the "Bonds"), for the purpose of acquiring and improving certain real property located generally in the vicinity of the northeast intersection of 3rd Street and View High Drive in the City (the "Project Site"), including the construction and improvement of a commercial facility on the Project Site (the "Project Improvements," together with the Project Site, the "Project"); and,

WHEREAS, the City leased the Project to Meridian View High, LLC, a Missouri limited liability company (the "Company") pursuant to a Lease Agreement dated as of November 1, 2017 (the "Lease") between the City and the Company; and,

WHEREAS, the completion of the Project Improvements has been delayed, causing the economic effect of the current schedule of payments in lieu of taxes to have an unanticipated negative consequence on the Company, in that a full payment in lieu of tax is due for 2019, but the Project Improvements are not yet complete; and,

WHEREAS, cost overruns have caused the estimated cost of completing the Project Improvements to exceed the existing capacity of the Bonds, and,

WHEREAS, the Company and the City desire to extend the maturity of the Bonds by one year to December 1, 2029, to extend the term of the Lease by one year to December 1, 2029, and to extend the abatement period by one year through 2029; and,

WHEREAS, the Company and the City desire to authorize additional bond capacity in the amount of \$6,500,000 for a total maximum principal amount not to exceed \$46,000,000; and,

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared an Amended and Restated Plan for an Industrial Development Project for Village at View High (the "Amended Plan"); and,

BILL NO. 19-223

WHEREAS, notice of the Amended Plan was provided to the taxing jurisdictions by mail, in accordance with Section 100.059.1 of the Act and the City now desires to approve the Amended Plan and the amendment of certain documents in connection therewith; and,

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City approve the Amended Plan and the amendment of certain documents in connection therewith;

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

SECTION 1. Promotion of Economic Development. The Council hereby finds and determines that the Project under the Amended Plan will promote the economic welfare and the development of the City and will be in furtherance of the public purposes set forth in the Act. The Project constitutes a "commercial" facility for purposes of the Act.

SECTION 2. Approval of Amended Plan. The Council hereby approves the Amended Plan attached hereto as Exhibit A in accordance with Section 100.050 of the Act.

SECTION 3. Approval and Authorization of Documents. In order to carry out the purposes of the Amended Plan and this Ordinance, the Omnibus Amendment of Documents (the "Amendment") is hereby approved in substantially the form presented to the Council at this meeting (copies of which document shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the Amendment with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof.

SECTION 4. Approval of Additional Bond Capacity. The City hereby authorizes the reissuance of the Bonds with an increase in maximum aggregate principal amount not to exceed an additional \$6,500,000, for a total maximum aggregate principal amount not to exceed \$46,000,000.

SECTION 5. Execution of Documents. The Mayor of the City is hereby authorized and directed to execute a replacement Bond and to deliver such replacement Bond to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor, City Manager or Director of Finance of the City is hereby authorized and directed to execute the Amendment and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the Amendment and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 6. Further Authority. The Mayor, City Manager, Director of Finance, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

BILL NO. 19-223

SECTION 7. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

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BILL NO. 19-223

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2020.

Mayor *Bill Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this _____ day of _____, 2020.

Mayor *Bill Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian Head*

BILL NO. 19-223

EXHIBIT A
TO ORDINANCE NO. _____

AMENDED PLAN

NOTICE TO TAXING JURISDICTIONS

On behalf of the City of Lee's Summit, Missouri (the "City"), please find enclosed a copy of the proposed Amended and Restated Plan for an Industrial Development Project and Cost-Benefit Analysis for Village at View High (the "Amended and Restated Plan").

The City Council will consider an ordinance to approve the Amended and Restated Plan during the City Council's meeting on October 15, 2019, at 6:00 p.m. in the City Council Chambers at the Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, Missouri.

The City invites you to submit comments to the Council on the proposed Amended and Restated Plan. All comments will be fairly and duly considered by the City.

A copy of the Amended and Restated Plan will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Dated: September 25, 2019

Trisha Fowler Arcuri
City Clerk
City of Lee's Summit, Missouri

Taxing Jurisdictions -- Distribution List

Lee's Summit R-7 School District
Superintendent
301 NE Tudor Road
Lee's Summit, MO 64086

Mid Continent Public Library
Director
15616 E. Highway 24
Independence, MO 64050-2057

Jackson County Board of Disabled Services
Executive Director
8511 Hillcrest Road, Suite 300
Kansas City, MO 64138

Jackson County
County Executive
415 E. 12th Street
Kansas City, MO 64106

Jackson County Health Department
Director
313 S. Liberty Street
Independence, MO 64050

Jackson County Assessment Department
Director
415 E. 12th Street, 1M
Kansas City, MO 64106

Department of Economic Development
Development Finance
Missouri Department of Economic Development
301 West High
Post Office Box 118 – Room 770
Jefferson City MO 65102

Missouri Department of Economic Development
Director
P O Box 118 – Room 770
301 West High Street
Jefferson City MO 65102

Metropolitan Community College
Chancellor
3200 Broadway
Kansas City, MO 64111

Jackson County Community Mental Health
Executive Director
1627 Main Street, Suite 500
Kansas City, MO 64108

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

Jackson County Collections Department
Director
415 E. 12th Street, 1st Floor
Kansas City, MO 64106

Missouri Department of Revenue
County Tax Section
State Blind Pension Fund
Post Office Box 453, 301 West High Street
Jefferson City MO 65101

CITY OF LEE'S SUMMIT, MISSOURI

**AMENDED AND RESTATED PLAN FOR AN
INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS**

FOR

VILLAGE AT VIEW HIGH

SEPTEMBER 25, 2019

CITY OF LEE'S SUMMIT, MISSOURI

AMENDED AND RESTATED PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFIT ANALYSIS FOR VILLAGE AT VIEW HIGH

I. PURPOSE OF THIS AMENDED AND RESTATED PLAN

On January 12, 2017, the City mailed a Plan for an Industrial Development Project and Cost-Benefit Analysis (the "Original Plan") to the taxing districts for proposal to authorize the issuance by the City of its taxable industrial development revenue bonds in the aggregate principal amount of not to exceed \$39,500,000 (the "Bonds"), to finance costs of an industrial development project (the "Project") for Archview Properties, LLC, an Indiana limited liability company, through its assignee Meridian View High, LLC, a Missouri limited liability company (the "Company") as more fully described and defined herein. The Bonds were issued on November 8, 2017 pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended and Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended (collectively, the "Act"). The Project is under construction but taking longer than expected due to certain unanticipated delays. This Amended and Restated Plan provides for a later termination date at the request of the Company, effectively extending the life of the Original Plan by one year by extending the construction period, provides for an updated schedule of payments in lieu of taxes (the "PILOTs"), and provides for additional bond capacity of \$6,500,000, for a total bond capacity not to exceed \$46,000,000. The City Council of the City of Lee's Summit, Missouri (the "City") will consider an ordinance approving this Amended Plan (defined below).

This Amended and Restated Plan for an Industrial Development Project and Cost-Benefit Analysis (the "Amended Plan") has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the Bonds, the Company conveyed to the City title to the property included in the Project. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At

the same time, the City leased the property, including the Project, back to the Company pursuant to a lease agreement. The lease agreement requires the Company, acting on behalf of the City, to use the Bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the Project, as applicable.

Under the lease agreement, the Company: (1) unconditionally agreed to make payments sufficient to pay the principal of and interest on the Bonds as they become due; (2) agreed, at its own expense, to maintain the Project, to pay all taxes and assessments with respect to the Project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the Project; (4) may assign its interests under the lease agreement or sublease the Project while remaining responsible for payments under the lease agreement; (5) agreed to maintain its corporate existence during the term of the Bond issue; and (6) agreed to indemnify the City for any liability the City might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company.

The company has agreed to make “payments in lieu of taxes” with respect to the Project, which agreement will be amended to reflect the payments in lieu of taxes shown below on Page 3. The payments in lieu of taxes are payable by December 31 of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the Project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

The Company. The Company is a limited liability company organized and existing under the laws of the State of Missouri.

City of Lee’s Summit, Missouri. The City is a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project being financed by the Bonds consists of (1) the design and construction of the Village at View High apartments, an approximately 312-unit high-end multi-family complex and (2) associated site work and infrastructure. The Project being financed by the Bonds will be constructed on approximately 21.34 acres in the vicinity of the northeast intersection of 3rd Street and View High Drive, which is referred to as the “Project Site.”

Estimate of the Costs of the Project. The Project is expected to cost approximately \$46,000,000 and to be constructed during the years 2017, 2018, 2019, and 2020.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed \$39,500,000, which have been issued by the City and purchased by the Company (the “Bondholder”) and, if needed, other available funds of the Company. If this Amended Plan is approved by the City Council, the City intends to authorize the additional bond capacity of \$6,500,000, for a total bond capacity not to exceed \$46,000,000. The Bonds are payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will continue to hold title to the Project Site under the Chapter 100 Transaction. The City will continue to lease the Project to the Company for lease payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement with the City, the Company has the option to purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease. The lease between the City and the Company will terminate in 2029, unless terminated sooner pursuant to the terms of the lease.

Affected Taxing Districts. The Lee’s Summit R-7 School District is the school district affected by the Project. Jackson County, Missouri is the county affected by the Project. Metropolitan Community College is the community college district affected by the Project. The City is the city affected by the Project. No emergency services districts are affected by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project.

Assessed Valuation. The most recent equalized assessed valuation of the Project Site is \$13,099 (due to ownership by the City, the Project Site currently has no assessed valuation).¹ The estimated total equalized assessed valuation of the Project Site after construction of the Project (2021) is \$ 3,832,874. This valuation was calculated based upon an assumed appraised value of \$20,173,023 for the Project Site in year 2021, multiplied by the assessment rate of 19%.

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¹ The Project Site consists of two separate parcels, both of which are currently part of larger tracts. The first parcel (Parcel I.D. No. 62-330-99-98-01-0-00-000), at the time of the original plan, was owned by Parrot Properties Inc. and is approximately 24.89 acres. The Company purchased approximately 18.46 acres from Parrot Properties Inc. Based on information received from Jackson County, it is assumed that the most recent equalized assessed valuation of the land for the larger 24.89 acres tract is \$17,416. The land that was already owned by the Company is approximately 74.47% of the acreage of the 24.89 acre site and it is therefore assumed that the most recent equalized assessed valuation of that land was \$12,969. The second parcel (Parcel I.D. No. 62-330-99-98-02-1-00-000) was owned by Mike’s Farm Inc. at the time of the original plan and is approximately 11.13 acres. The Company purchased approximately 3.29 acres from Mike’s Farm Inc. Based on information received from Jackson County, it is assumed that the most recent equalized assessed valuation of the land for the larger 11.13 acres is \$441. The land that was already owned by the Company is approximately 29.53% of the acreage of the approximately 11.13 acre site and it is therefore assumed that the most recent equalized assessed valuation of that land is \$130.

Payments in Lieu of Taxes. The City issued the Bonds in 2017 and, if this Amended Plan is approved by the City Council, the City intends to provide tax abatement to the Company for the Project for a period of ten years beginning in 2020. During years 2017, 2018, 2019, and 2020, the Project will be under construction and the Company will pay a partial payment in lieu of taxes as set forth below. For all the years that the Project Site is subject to tax abatement as provided herein, the Company will make a fixed PILOT payment in December of each year in accordance with the following schedule:

2017-19	\$ 1,149
2020	\$ 199,099
2021-22	\$ 327,912
2023-27	\$ 336,110
2028-29	\$ 344,513

Sales Tax Exemption on Construction Materials. It is anticipated that the construction materials used to construct the Project will be exempt from state and local sales taxes.

Cost-Benefit Analysis and Discussion of Exhibits. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Amended Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatements and exemptions of the Project. The following is a summary of the exhibits attached to this Amended Plan that show the direct tax impact the Project is expected to have on each taxing jurisdiction. This Amended Plan does not attempt to quantify the overall economic impact of the Project.

Project Assumptions. **Exhibit 1** presents a list of the assumptions related to the determination of assessed valuations and the tax formulas.

Summary of Cost-Benefit Analysis. **Exhibit 2** presents a summary for each affected taxing district of (1) the total estimated tax revenues that would be generated if the Project did not occur, (2) the total estimated tax revenues that would be generated if the Project occurred but no abatement was granted, (3) the total estimated value of the payments in lieu of taxes (“PILOT Amounts”) to be made by the Company for the proposed abatement period, and (4) the projected tax abatement based on this Amended Plan.

Real Property. **Exhibit 3** provides the projected tax revenues which would be paid on the Project Site without tax abatement and without the Project. **Exhibit 4** provides the projected tax revenues which would be paid on the completed Project without tax abatement. **Exhibit 5** provides the projected value of PILOT Amounts to be paid by the Company. **Exhibit 6** provides the anticipated tax abatement that results from differences between the anticipated tax revenues and the agreed-upon payments in lieu of taxes, which differences were caused by updated tax liability assumptions intended to reflect the real property reassessments occurring in Jackson County for tax year 2019.

V. ASSUMPTIONS AND BASIS OF AMENDED PLAN

In preparing this Amended Plan, key assumptions have been made to estimate the fiscal impact of the abatement and exemptions proposed for the Project. See **ATTACHMENT A** for a summary of these assumptions.

Information necessary to complete this Amended Plan, has been furnished by representatives of the City, representatives of the Company and its counsel, the Bondholder and other persons deemed appropriate and such information has not been independently verified for accuracy, completeness or fairness.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The cost of designing and constructing the Project is estimated to be approximately \$46,000,000.

2. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it will be exempt from ad valorem taxes.

3. The Project Site will be excluded from the calculation of ad valorem property taxes for a period of thirteen years beginning in 2017.

4. During the entire term of the Bonds through 2029, the Company will make payments in lieu of taxes in accordance with that portion of Section IV above in the Amended Plan entitled "Payments in Lieu of Taxes."

5. Real property taxes are calculated using the following formula:

$$(\text{Assessed Value} * \text{Tax Rate})/100$$

6. The assessed value of the Project Site is calculated using the following formula:

$$\text{Estimated Value} * \text{Assessment Ratio of 19\%}$$

7. The tax rates used in this Amended Plan reflect the rates in effect for the tax year 2018. The tax rates were held constant through the 2029 tax year.

* * *

**City of Lee's Summit, Missouri
(Village at View High)**

**COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT**

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I	Project Assumptions	1
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IV	Projected Tax Revenues on Project (No Abatement)	4
V	Projected PILOT Amounts	5
VI	Projected Tax Abatement	6

Exhibit 1
Project Assumptions

♦ 2016 assessed value of project site		\$ 13,099
♦ Projected assessed value as a percentage of appraised value		19.0%
♦ Investment in the new project	2017-2020	\$46,000,000
♦ Projected appraised value (2021)		\$20,173,023
♦ Projected assessed value (2021)		\$ 3,832,874

- ♦ Fixed PILOT as described below:

Year(s)	Amount
2017-2019	\$1,149
2020	\$199,099
2021-2022	\$327,912
2023-2027	\$336,110
2028-2029	\$344,513

Exhibit 2
Summary of Cost Benefit Analysis

Tax Distribution	Tax Rate	Projected Tax Revenues on Project Site Without Project	Projected Tax Revenues on Project Without Abatement	Projected PILOT Amounts	Projected Tax Abatement
Board of Disabled Services	0.0720	\$ 125	\$ 27,166	\$ 26,659	\$ 506
City - Lees Summit	1.5154	2,622	571,762	561,108	10,653
Jackson County	0.4754	823	179,369	176,027	3,342
Lees Summit R-VII	5.8811	10,176	2,218,944	2,177,599	41,345
Mental Health	0.1171	203	44,182	43,359	823
Metro Junior College	0.2305	399	86,968	85,347	1,620
Mid-Continent Library	0.3963	686	149,524	146,738	2,786
State Blind Pension	0.0300	52	11,319	11,108	211
	8.7178	\$ 15,084	\$ 3,289,233	\$ 3,227,946	\$ 61,287

Exhibit 3
Projected Tax Revenues on Project Site Without Project (No Abatement)

Assessed Value of Project Site Without Project	\$ 13,099	\$ 13,099	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	\$ 13,348	
Taxing Jurisdiction	Tax Rate per \$100	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total	
Board of Disabled Services	0.0720	\$ 9	\$ 9	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 125	
City - Lees Summit	1.5154	199	199	202	202	202	202	202	202	202	202	202	202	202	2,622	
Jackson County	0.4754	62	62	63	63	63	63	63	63	63	63	63	63	63	823	
Lees Summit R-VII	5.8811	770	770	785	785	785	785	785	785	785	785	785	785	785	10,176	
Mental Health	0.1171	15	15	16	16	16	16	16	16	16	16	16	16	16	203	
Metro Junior College	0.2305	30	30	31	31	31	31	31	31	31	31	31	31	31	399	
Mid-Continent Library	0.3963	52	52	53	53	53	53	53	53	53	53	53	53	53	686	
State Blind Pension	0.0300	4	4	4	4	4	4	4	4	4	4	4	4	4	52	
	8.7178	\$ 1,142	\$ 1,142	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 1,164	\$ 15,084	

Exhibit 4
Projected Tax Revenues on Project (No Abatement)

Projected Tax Revenues		\$ 1,149	\$ 1,149	\$ 1,171	\$ 202,882	\$334,142	\$334,142	\$ 342,496	\$342,496	\$ 342,496	\$ 342,496	\$342,496	\$351,059	\$351,059	
Taxing Jurisdiction	Tax Rate per \$100	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Board of Disabled Services	0.0720	\$ 9	\$ 9	\$ 10	\$ 1,676	\$ 2,760	\$ 2,760	\$ 2,829	\$ 2,829	\$ 2,829	\$ 2,829	\$ 2,829	\$ 2,899	\$ 2,899	\$ 27,166
City - Lees Summit	1.5154	200	200	204	35,267	58,083	58,083	59,535	59,535	59,535	59,535	59,535	61,024	61,024	571,762
Jackson County	0.4754	63	63	64	11,064	18,221	18,221	18,677	18,677	18,677	18,677	18,677	19,144	19,144	179,369
Lees Summit R-VII	5.8811	775	775	790	136,866	225,415	225,415	231,051	231,051	231,051	231,051	231,051	236,827	236,827	2,218,944
Mental Health	0.1171	15	15	16	2,725	4,488	4,488	4,601	4,601	4,601	4,601	4,601	4,716	4,716	44,182
Metro Junior College	0.2305	30	30	31	5,364	8,835	8,835	9,056	9,056	9,056	9,056	9,056	9,282	9,282	86,968
Mid-Continent Library	0.3963	52	52	53	9,223	15,190	15,190	15,569	15,569	15,569	15,569	15,569	15,959	15,959	149,524
State Blind Pension	0.0300	4	4	4	698	1,150	1,150	1,179	1,179	1,179	1,179	1,179	1,208	1,208	11,319
	8.7178	\$ 1,149	\$ 1,149	\$ 1,171	\$ 202,882	\$334,142	\$334,142	\$ 342,496	\$342,496	\$ 342,496	\$ 342,496	\$342,496	\$351,059	\$351,059	\$3,289,233

Exhibit 5
Projected PILOT Amounts

PILOT Payment		\$1,149	\$1,149	\$1,149	\$199,099	\$327,912	\$327,912	\$336,110	\$336,110	\$336,110	\$336,110	\$336,110	\$344,513	\$344,513	
Taxing Jurisdiction	Tax Rate per \$100	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Board of Disabled Services	0.0720	\$ 9	\$ 9	\$ 9	\$ 1,644	\$ 2,708	\$ 2,708	\$ 2,776	\$ 2,776	\$ 2,776	\$ 2,776	\$ 2,776	\$ 2,845	\$ 2,845	\$ 26,659
City - Lees Summit	1.5154	200	200	200	34,609	57,000	57,000	58,425	58,425	58,425	58,425	58,425	59,886	59,886	561,108
Jackson County	0.4754	63	63	63	10,857	17,882	17,882	18,329	18,329	18,329	18,329	18,329	18,787	18,787	176,027
Lees Summit R-VII	5.8811	775	775	775	134,314	221,212	221,212	226,743	226,743	226,743	226,743	226,743	232,411	232,411	2,177,599
Mental Health	0.1171	15	15	15	2,674	4,405	4,405	4,515	4,515	4,515	4,515	4,515	4,628	4,628	43,359
Metro Junior College	0.2305	30	30	30	5,264	8,670	8,670	8,887	8,887	8,887	8,887	8,887	9,109	9,109	85,347
Mid-Continent Library	0.3963	52	52	52	9,051	14,906	14,906	15,279	15,279	15,279	15,279	15,279	15,661	15,661	146,738
State Blind Pension	0.0300	4	4	4	685	1,128	1,128	1,157	1,157	1,157	1,157	1,157	1,186	1,186	11,108
	8.7178	\$ 1,149	\$ 1,149	\$ 1,149	\$ 199,099	\$ 327,912	\$ 327,912	\$ 336,110	\$ 336,110	\$ 336,110	\$ 336,110	\$ 336,110	\$ 344,513	\$ 344,513	\$3,227,946

Exhibit 6
Projected Tax Abatement

Estimated Tax Revenues With Project		\$ 1,149	\$ 1,149	\$ 1,171	\$ 202,882	\$ 334,142	\$ 334,142	\$ 342,496	\$ 342,496	\$ 342,496	\$ 342,496	\$ 342,496	\$ 342,496	\$ 351,059	\$ 351,059	
Taxing Jurisdiction	Tax Rate per \$100	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total	
Board of Disabled Services	0.0720	\$ -	\$ -	\$ 0	\$ 31	\$ 51	\$ 51	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 54	\$ 54	\$ 506	
City - Lees Summit	1.5154	-	-	4	658	1,083	1,083	1,110	1,110	1,110	1,110	1,110	1,138	1,138	10,653	
Jackson County	0.4754	-	-	1	206	340	340	348	348	348	348	348	357	357	3,342	
Lees Summit R-VII	5.8811	-	-	15	2,552	4,203	4,203	4,308	4,308	4,308	4,308	4,308	4,416	4,416	41,345	
Mental Health	0.1171	-	-	0	51	84	84	86	86	86	86	86	88	88	823	
Metro Junior College	0.2305	-	-	1	100	165	165	169	169	169	169	169	173	173	1,620	
Mid-Continent Library	0.3963	-	-	1	172	283	283	290	290	290	290	290	298	298	2,786	
State Blind Pension	0.0300	-	-	0	13	21	21	22	22	22	22	22	23	23	211	
	8.7178	\$ -	\$ -	\$ 22	\$ 3,783	\$ 6,230	\$ 6,230	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,546	\$ 6,546	\$ 61,287	

OMNIBUS AMENDMENT OF DOCUMENTS

Dated as of November 13, 2019

Among

**CITY OF LEE'S SUMMIT, MISSOURI,
the City**

MERIDIAN VIEW HIGH, LLC,

and

**BOKE, N.A.,
as Trustee**

Relating to:

**City of Lee's Summit, Missouri
Taxable Industrial Development Revenue Bonds
(Village at View High Project)
Series 2017**

OMNIBUS AMENDMENT OF DOCUMENTS

THIS OMNIBUS AMENDMENT OF DOCUMENTS dated as of November 13, 2019 (the “Amendment”), among the **CITY OF LEE’S SUMMIT, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), **MERIDIAN VIEW HIGH, LLC**, a Missouri limited liability company (the “Company”), and **BOKF, N.A.**, Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the “Trustee”);

RECITALS

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 8082 (the “Ordinance”) on February 2, 2017, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Village at View High Project), Series 2017, in the maximum principal amount of \$39,500,000 (the “Bonds”), for the purpose of acquiring and improving certain real property located generally in the vicinity of the northeast intersection of 3rd Street and View High Drive in the City (the “Project Site”), including the construction and improvement of a commercial facility on the Project Site (the “Project Improvements,” together with the Project Site, the “Project”).

3. The City leased the Project to the Company pursuant to the Lease Agreement dated as of November 1, 2017 (the “Lease”) between the City and the Company.

4. The Company is the sole bondowner with respect to the Bonds (the “Bondowner”).

5. In connection with the Project, the City entered into a Performance Agreement dated as of November 1, 2017 (the “Performance Agreement”), with the Company, pursuant to which the Developer agreed to make certain payments in lieu of taxes for a period starting in 2017 and ending in 2028.

6. The completion of the Project Improvements has been delayed, causing the economic effect of the current schedule of payments in lieu of taxes to have an unanticipated negative consequence on the Company, in that a full payment in lieu of tax is due under the Performance Agreement for 2019, but the Project Improvements are not yet complete.

7. Cost overruns have caused the estimated cost of completing the Project Improvements to exceed the existing capacity of the Bonds.

8. The Company, the City, the Trustee and the Bondowner desire to extend the maturity of the Bond to December 1, 2029, to extend the term of the Lease to December 1, 2029, and to extend the abatement period under the Performance Agreement through 2029.

9. The Company, the City, the Trustee and the Bondowner desire to authorize additional bond capacity in the amount of \$6,500,000 for a total maximum principal amount of Bonds not to exceed \$46,000,000.

NOW, THEREFORE, for good and valuable consideration the Company, the City, the Trustee and the Bondowner agree as follows:

Section 1.1. Definitions of Words and Terms. For all purposes of this Amendment, except as otherwise provided or unless the context otherwise requires, words and terms used in this Amendment have the same meanings as set forth in **Section 101** of the Trust Indenture dated as of November 1, 2017 relating to the Bonds (the “Indenture”).

Section 1.2. Authority for Amendments. This Amendment is authorized and permitted in accordance with Section 1102 and Section 1202 of the Indenture, and Section 14.1 of the Lease. This Amendment constitutes a Supplemental Indenture, a Supplemental Lease and an amendment to the Lease, as described under such sections. This Amendment is also an amendment to the Performance Agreement.

Section 1.3. Amendment of Lease. Section 3.2 of the Lease is deleted and the following inserted in lieu thereof:

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on December 1, 2029.

Additionally, the reference to “December 1, 2028” in Section 5.1 of the Lease is hereby deleted and replaced with “December 1, 2029.”

Section 1.4. Amendment of and Supplement to Indenture. **Exhibit C** of the Indenture is hereby deleted, and **Exhibit A** attached to this Amendment is inserted in lieu thereof, and as soon as possible after the date of this Amendment, a new Bond in substantially the form attached hereto shall be issued for no additional consideration. Such new Bond shall be issued only upon the surrender and cancellation of the original Bond held by the Company as Bondowner. The Company, as sole Bondowner of the Bond, hereby consents to the terms of this Amendment, surrenders the Bond to the Trustee for cancellation and directs the Trustee to execute this Amendment. All references to “December 1, 2028” in Section 208(a) and Section 208(f) of the Indenture are hereby deleted and replaced with “December 1, 2029.” The provisions of Section 1104 and Section 1203 of the Indenture are hereby waived with respect to this Amendment.

Section 1.5. Amendment of Performance Agreement. Section 3.1 of the Performance Agreement is hereby amended by the deletion of “2028” and the insertion of “2029” as the last year of the exemption period. Article VII of the Performance Agreement is hereby amended by the deletion of “December 1, 2028” and the insertion of “December 1, 2029” as the Stated Expiration Date for the Performance Agreement. **Exhibit B – PILOT SCHEDULE**, of the Performance Agreement is hereby deleted and **Exhibit B** attached to this Amendment is inserted in lieu thereof.

Section 1.6. Amendment of Aggregate Maximum Principal Amount. The applicable provisions of the Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement dated as of November 1, 2017, relating to the Bonds, are hereby amended to authorize a total Cumulative Outstanding Principal Amount of Bonds not to exceed \$46,000,000. The Company, as Bondowner, hereby restates and confirms the representations made by it in the Representation Letter dated as of November 8, 2017 with respect to the Bonds as of the date of this Amendment and with respect to the reissued Bond in the amount of not to exceed \$46,000,000.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company, the City, the Trustee and the Bondowner have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

MERIDIAN VIEW HIGH, LLC,
a Missouri limited liability company,
as Company

By: View High, LLC, a Missouri limited liability company - Member

By: Cityscape Meridian View High, LLC, an Indiana limited liability company - Managing Member

By: _____
Name: Brian K. Cranor
Title: Manager

MERIDIAN VIEW HIGH, LLC,
a Missouri limited liability company,
as Bondowner

By: View High, LLC, a Missouri limited liability company - Member

By: Cityscape Meridian View High, LLC, an Indiana limited liability company - Managing Member

By: _____
Name: Brian K. Cranor
Title: Manager

**THE CITY OF LEE'S SUMMIT,
MISSOURI**

By: _____
Mayor

ATTEST:

City Clerk

BOKF, N.A., as Trustee

By:_____

Name:

Title:

ACKNOWLEDGMENT AND CONSENT

The undersigned, as “Lender” under the above described Indenture and Lease, hereby consents to the execution and delivery of the foregoing Omnibus Amendment of Documents.

BMO HARRIS BANK N.A.

By: _____

Name:

Title:

EXHIBIT A

(FORM OF SERIES 2017 BOND)

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.***

No. 1

**Not to Exceed
\$46,000,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF LEE'S SUMMIT, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(VILLAGE AT VIEW HIGH PROJECT)
SERIES 2017**

Interest Rate

2.00%

Maturity Date

December 1, 2029

Dated Date

November 8, 2017

OWNER:

MERIDIAN VIEW HIGH, LLC

MAXIMUM PRINCIPAL AMOUNT:

**NOT TO EXCEED FORTY-SIX MILLION
DOLLARS**

THE CITY OF LEE'S SUMMIT, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2017, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of Lee’s Summit, Missouri, Taxable Industrial Development Revenue Bonds (Village at View High Project), Series 2017,” in the maximum aggregate principal amount of \$46,000,000 (the “Bonds”), to be issued for the purpose of acquiring and improving certain real property located generally in the vicinity of the northeast intersection of 3rd Street and View High Drive in the City (the “Project Site,” as more fully described on **Exhibit A** to the Lease (defined below)), including the construction and improvement of a high-end multi-family complex (the “Project Improvements”). The City will lease the Project Site and the Project Improvements (collectively, the “Project”) to Meridian View High, LLC, a Missouri limited liability company (the “Company”), under the terms of a Lease Agreement dated as of November 1, 2017 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of November 1, 2017 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment prior to maturity as provided in the Indenture.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the “City of Lee’s Summit, Missouri, Bond Fund – Meridian View High, LLC.”

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding

may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$46,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Lee's Summit, Missouri has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds
of the issue described in the
within-mentioned Resolution.

Registration Date: _____

BOKF, N.A.,
as Trustee

By _____
Authorized Signatory

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Mayor

ATTEST: _____ (Seal)

City Clerk

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF LEE'S SUMMIT, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(VILLAGE AT VIEW HIGH PROJECT)
SERIES 2017**

Bond No. 1

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

EXHIBIT B
PILOT SCHEDULE

<u>YEAR</u>	<u>AMOUNT</u>
2017	\$1,149
2018	1,149
2019	1,149
2020	199,099
2021	327,912
2022	327,912
2023	336,110
2024	336,110
2025	336,110
2026	336,110
2027	336,110
2028	344,513
2029	344,513

Document submitted for electronic recording by Gilmore & Bell, P.C.

TITLE OF DOCUMENT: MEMORANDUM OF LEASE AMENDMENT

DATE OF DOCUMENT: November 13, 2019

GRANTOR: CITY OF LEE'S SUMMIT, MISSOURI

GRANTOR'S MAILING ADDRESS: 220 SE Green Street
Lee's Summit, Missouri 64063
Attn: City Clerk

GRANTEE: MERIDIAN VIEW HIGH, LLC

GRANTEE'S MAILING ADDRESS: 8335 Keystone Crossing, Suite 220
Indianapolis, IN 46240
Attn: Jim Thomas

RETURN DOCUMENTS TO: David Martin
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

LEGAL DESCRIPTION: See **Exhibit A**

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

MEMORANDUM OF LEASE AMENDMENT

THIS MEMORANDUM OF LEASE AMENDMENT is dated as of November 13, 2019, by and between the **CITY OF LEE'S SUMMIT, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the "City"), and **MERIDIAN VIEW HIGH, LLC**, a limited liability company organized and existing under the laws of the State of Missouri, as lessee (the "Company").

WITNESSETH:

The Company and City entered into a Lease Agreement dated as of November 1, 2017 (the "Original Lease"), as evidenced by the Memorandum of Lease Agreement dated November 8, 2017, recorded November 8, 2017, as Document No. 2017E0101454.

The parties now desire to give notice that the parties have, pursuant to an Omnibus Amendment of Documents dated as of the date hereof, amended the Original Lease to, among other things, extend the Lease Term to **December 1, 2029**.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease Amendment, as of the day and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF JACKSON)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **WILLIAM A. BAIRD**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF LEE'S SUMMIT, MISSOURI**, and that the seal affixed to the foregoing instrument is the seal of said city, and that said instrument was signed and sealed on behalf of said city by authority of its officers, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said city.

IN WITNESSETH WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public - State of Missouri
Commissioned in _____

[SEAL]

My Commission expires: _____

Memorandum of Lease Amendment

MERIDIAN VIEW HIGH, LLC,
a Missouri limited liability company,
as Bondowner

By: View High, LLC, a Missouri limited liability company -
Member

By: Cityscape Meridian View High, LLC, an Indiana limited
liability company - Managing Member

By: _____
Name: Brian K. Cranor
Title: Manager

ACKNOWLEDGMENT

STATE OF INDIANA)
) S.S.
COUNTY OF MARION)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **BRIAN K. CRANOR**, to me personally known, who, being by me duly sworn, did say that he is the Manager of Cityscape Meridian View High, LLC, an Indiana limited liability company, which is the managing member of View High, LLC, a Missouri limited liability company, which is a member of Meridian View High, LLC, a Missouri limited liability company, and that said instrument was signed and sealed by authority of the laws of the United States of America, and they acknowledged said instrument to be executed for the purposes therein stated and as their free acts and deeds.

IN WITNESSETH WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public - State of Missouri
Commissioned in _____

[SEAL]

My Commission expires: _____

Memorandum of Lease Amendment

EXHIBIT A

DESCRIPTION OF THE PROJECT

TRACT 1:

LOT 1, VILLAGE AT VIEW HIGH 1ST PLAT – LOTS 1-3 & TRACT A, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.

Document submitted for electronic recording by Gilmore & Bell, P.C.

TITLE OF DOCUMENT: MEMORANDUM OF PERFORMANCE
AGREEMENT AMENDMENT

DATE OF DOCUMENT: November 13, 2019

GRANTOR: MERIDIAN VIEW HIGH, LLC

GRANTOR MAILING ADDRESS: 8335 Keystone Crossing, Suite 220
Indianapolis, IN 46240
Attn: Jim Thomas

GRANTEE: CITY OF LEE'S SUMMIT, MISSOURI

GRANTEE'S MAILING ADDRESS: 220 SE Green Street
Lee's Summit, Missouri 64063
Attn: City Clerk

RETURN DOCUMENTS TO: David Martin
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

LEGAL DESCRIPTION: See **Exhibit A**

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

MEMORANDUM OF PERFORMANCE AGREEMENT AMENDMENT

THIS MEMORANDUM OF PERFORMANCE AGREEMENT AMENDMENT is dated as of November 13, 2019, by and between **MERIDIAN VIEW HIGH, LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Company”), and the **CITY OF LEE’S SUMMIT, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”).

WITNESSETH:

The Company and City entered into a Performance Agreement dated as of November 1, 2017 (the “Original Performance Agreement”), as evidenced by the Memorandum of Performance Agreement dated November 8, 2017, recorded November 8, 2017, as Document No. 2017E0101455.

The parties now desire to give notice that the parties have, pursuant to an Omnibus Amendment of Documents dated as of the date hereof, amended the Original Performance Agreement to, among other things, extend the Stated Expiration Date to **December 1, 2029** and replace the schedule of payments in lieu of taxes attached to the Original Performance Agreement.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Performance Agreement Amendment, as of the day and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF JACKSON)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **WILLIAM A. BAIRD**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF LEE'S SUMMIT, MISSOURI**, and that the seal affixed to the foregoing instrument is the seal of said city, and that said instrument was signed and sealed on behalf of said city by authority of its officers, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said city.

IN WITNESSETH WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public - State of Missouri
Commissioned in _____

[SEAL]

My Commission expires: _____

MERIDIAN VIEW HIGH, LLC,
a Missouri limited liability company,
as Bondowner

By: View High, LLC, a Missouri limited liability company -
Member

By: Cityscape Meridian View High, LLC, an Indiana limited
liability company - Managing Member

By: _____
Name: Brian K. Cranor
Title: Manager

ACKNOWLEDGMENT

STATE OF INDIANA)
) S.S.
COUNTY OF MARION)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **BRIAN K. CRANOR**, to me personally known, who, being by me duly sworn, did say that he is the Manager of Cityscape Meridian View High, LLC, an Indiana limited liability company, which is the managing member of View High, LLC, a Missouri limited liability company, which is a member of Meridian View High, LLC, a Missouri limited liability company, and that said instrument was signed and sealed by authority of the laws of the United States of America, and they acknowledged said instrument to be executed for the purposes therein stated and as their free acts and deeds.

IN WITNESSETH WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public - State of Missouri
Commissioned in _____

[SEAL]

My Commission expires: _____

EXHIBIT A

DESCRIPTION OF THE PROJECT

TRACT 1:

LOT 1, VILLAGE AT VIEW HIGH 1ST PLAT – LOTS 1-3 & TRACT A, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.

Packet Information

File #: BILL NO. 19-224, **Version:** 1

An Ordinance approving Change Order #2 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, for an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion. (PWC 10/07/19)

Issue/Request:

An Ordinance approving Change Order #2 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, for an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion.

Key Issues:

- An existing sanitary sewer service lateral was found to be in direct conflict with the box culvert installation.
- In order to route the sanitary sewer service around the new structure, 170 feet of four inch sewer line and one sewer manhole must be installed.
- An additional 5 calendar days will be added to the contract to complete this work.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance approving Change Order #2 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, for an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion.

SECOND MOTION: I move for adoption of an Ordinance approving Change Order #2 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, for an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion.

Background:

The scope of this project included the construction of a concrete flowline inside of two existing 128" x 83" corrugated metal pipes. In areas where the pipe flowline was significantly corroded, additional work was included to remove the deteriorated sections of pipe to stabilize the material under the pipe. While working on the north end of the project, a large section of pipe was found to be partially collapsed. As a result, 85 feet of twin 128" x 83" pipe needs be removed and replaced. This additional work was included in Change Order #1. While excavating for the new structure, a sanitary sewer lateral was discovered laying directly on top of the original culvert pipes. As a result, 170 feet of four inch sewer lateral and one manhole will be required to route the sewer lateral around the new structure.

An additional five days will be added to the contract to account for this additional work.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Dena Mezger, Director of Public Works

Recommendation: Staff recommends approval an Ordinance approving Change Order #2 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, for an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion.

Committee Recommendation: The Public Works Committee voted unanimously 4-0, to recommend to City Council approval of an Ordinance approving Change Order #2 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, for an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion.

BILL NO. 19-224

AN ORDINANCE APPROVING CHANGE ORDER #2 TO THE CONTRACT WITH LEAVENWORTH EXCAVATING AND EQUIPMENT COMPANY, INC. FOR THE LANGSFORD RD CULVERT REPAIR PROJECT, FOR AN INCREASE OF \$20,000.00 FOR A REVISED CONTRACT PRICE OF \$683,017.05 AND AN INCREASE OF 5 CALENDAR DAYS TO REACH SUBSTANTIAL AND FINAL COMPLETION.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, being undertaken by the City's Public Works Department; and,

WHEREAS, an existing sanitary sewer service lateral was found to be in direct conflict with the box culvert installation; and,

WHEREAS, in order to route the sanitary sewer service around the new structure, 170 feet of four inch sewer line and one sewer manhole must be installed; and,

WHEREAS, an additional 5 calendar days will be added to the contract to complete this work.

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

SECTION 1. That the Change Order No. 2 to the contract between the City of Lee's Summit, Missouri and Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion, a true and accurate copy attached hereto as Change Order No. 2 and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-224

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



Lee's Summit
Change Order Details
Langsford Culvert 420322-C

Description	<p>Cleaning and removal of the existing damaged portion of two (2) corrugated metal pipe arch culverts and construction of a 4" thick reinforced concrete swale with curbs along the bottom of the pipes. Construction of head and toe walls on the upstream portion of the pipes and a toe wall on the downstream portion of the pipe are also included. Minor grading operations, erosion control measures, demolition, and riprap placement are also included in the project requirements.</p> <p>PO # 122058</p> <p>Vendor # 2728</p> <p>NOTE: Appia Notice to Proceed date represents the contract notice of award. Appia Construction Start Date represents the project Notice to Proceed as defined in the contract.</p>
Prime Contractor	<p>LEXECO</p> <p>5037 South 4th</p> <p>Leavenworth, KS 66048</p>
Change Order	<p>2</p>
Status	<p>Pending</p>
Date Created	<p>09/12/2019</p>
Summary	<p>Change Order 2</p>
Change Order Description	<p>In order to install the new culvert box to repair the sink hole due to the collapse in our storm pipe the sewer stub needs to be relocated. The sewer sub is laying directly on top of the storm pipe, . There is 170' LF of 4" sanitary sewer, and one 4' diameter manhole. All equipment and materials necessary to install these items items in accordance with the contract requirements. This work is necessary to resolve a conflict between the new box culvert and the existing sanitary sewer lateral.</p>
Awarded Project Amount	<p>\$269,372.05</p>

Authorized Project Amount	\$663,017.05
Change Order Amount	\$20,000.00
Revised Project Amount	\$683,017.05

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Langsford Culvert					
0460	32-C	LS	1.000	\$20,000.000	\$20,000.00
Sanitary Sewer Relocation					
Reason: Due to a conflict with the sanitary sewer and the new storm culvert box it had to be relocated in order to accommodate the storm culvert.					
1 item					Total: \$20,000.00

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	59.0 Days	59.0 Days	5.0 Days	64.0 Days
Final Completion				
Reason: Additional Sanitary Sewer Relocation				
Calendar Days	45.0 Days	45.0 Days	5.0 Days	50.0 Days
Substantial Completion				
Reason: Additional Sanitary Sewer Relocation				

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
2 time limits				

Packet Information

File #: BILL NO. 19-225, **Version:** 4

An Ordinance authorizing the City Manager to execute an agreement transferring a snow plow and providing for snow removal on certain residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association. (PWC 10/07/19)

Issue/Request:

An Ordinance authorizing the City Manager to execute an agreement for transferring a snowplow and providing snow removal on residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association.

Key Issues:

Transfer title of a 2011 F-450 flat dump bed pickup with sander and 8.5-foot plow. The City will provide a vehicle no more often than every five (5) years.

The City of Lee's Summit will allow LPOA employees and agents access to the City's salt storage facilities.

LPOA may also request the City to deliver Salt to the LPOA.

LPOA must do all things necessary to transfer ownership of said Vehicle to the LPOA including paying any sales or other taxes owed as a result of such transfer except for the reimbursement amount from the City.

LPOA will provide snow removal on residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA)

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance authorizing the City Manager to execute an agreement for transferring a snowplow and providing snow removal on residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association.

SECOND MOTION: I move for adoption of an Ordinance authorizing the City Manager to execute an agreement for transferring a snowplow and providing snow removal on residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association.

Background:

The City of Lee's Summit and Lakewood Property Owners Association have had a cooperative agreement for snow removal services that dates back several decades. Lakewood Property Owners Association provides snow removal on 33 lane miles of residential streets within the subdivision using their equipment and staff. The City provides a truck to the LPOA equipped with a plow and spreader that has been selected for replacement on or near every five years. The City also supplies LPOA rock salt for use during snow removal.

This includes the transfer title of a 2011 F-450 flat dump bed pickup with sander and 8.5-foot plow. The City will provide a vehicle no more often than every five (5) years. The City of Lee's Summit will allow LPOA employees and agents access to the City's salt storage facilities during regular business hours for the purpose of obtaining salt for the use in providing snow and ice removal services to the Property. LPOA may also request the City to deliver Salt to the LPOA salt storage facility upon the condition that at least 72 hours prior notice has been given.

Lakewood agrees to acknowledge receipt of the Vehicle in writing within 10 days of receipt of the Vehicle, and execute any document needed in order to effectuate the transfer of the vehicle to the LPOA and do all things necessary to transfer ownership of said Vehicle to the LPOA including paying any sales or other taxes owed as a result of such transfer except for the reimbursement amount from the City set out in the agreement. LPOA also agrees to provide snow and ice removal services to the Property on those streets set out on Exhibit A unless specifically denominated the City's responsibility on Exhibit A.

LPOA agrees to plow and treat all streets and surfaces within 36 hours of the end of snowfall.

Impact/Analysis:

The agreement between the City of Lee's Summit and LPOA benefits both parties by reducing the number of lane miles the City plows and allows the LPOA to provide a higher level of service to their residents.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Dena Mezger, Director of Public Works

Recommendation: Staff recommends approval of an Ordinance authorizing the City Manager to execute an agreement transferring a snow plow and providing for snow removal on certain residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association.

Committee Recommendation: The Public works Committee voted 3-0 (Councilmember Edson recused), to recommend to City Council approval of an Ordinance authorizing the City Manager to execute an agreement

for transferring a snowplow and providing snow removal on residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association.

BILL NO. 19-225

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT TRANSFERRING A SNOW PLOW AND PROVIDING FOR SNOW REMOVAL ON CERTAIN RESIDENTIAL STREETS WITHIN THE BOUNDARIES OF AREAS CONTROLLED BY LAKEWOOD PROPERTY OWNERS ASSOCIATION (LPOA) BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND LAKEWOOD PROPERTY OWNERS ASSOCIATION.

WHEREAS, the City is the owner of certain salt and sand (hereinafter collectively referred to as "Salt") held at storage facilities located within the corporate boundaries of the City, as well as certain vehicles and equipment used in the treatment of streets and right of ways which are affected by the accumulation of ice and snow; and,

WHEREAS, the LPOA is a non-profit corporation, organized and operating under the laws of the State of Missouri, and services the Lakewood Subdivision, which is a residential subdivision located within the corporate boundaries of the City; and,

WHEREAS, the LPOA wants to continue to provide snow and ice removal services to City owned streets and right of ways which are located within the boundaries of the LPOA; and,

WHEREAS, the City and the LPOA have entered into prior agreements providing for snow and ice removal services under similar terms and conditions for a number of years which have been mutually beneficial.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, of an agreement transferring a snow plow and providing for snow removal on certain residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

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.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

BILL NO. 19-225

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 Yendes, Chief Counsel of
Infrastructure and Planning
Office of the City Attorney

**AGREEMENT BY AND BETWEEN
THE CITY OF LEE'S SUMMIT, MISSOURI
AND
THE LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC.**

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and the Lakewood Property Owners Association, Inc. (hereinafter "LPOA").

WITNESSETH:

WHEREAS, the City is the owner of certain salt and sand (hereinafter collectively referred to as "Salt") held at storage facilities located within the corporate boundaries of the City, as well as certain vehicles and equipment used in the treatment of streets and right of ways which are affected by the accumulation of ice and snow; and

WHEREAS, the LPOA is a non-profit corporation, organized and operating under the laws of the State of Missouri, and services the Lakewood Subdivision, which is a residential subdivision located within the corporate boundaries of the City; and

WHEREAS, the LPOA wants to continue to provide snow and ice removal services to City owned streets and right of ways which are located within the boundaries of the LPOA; and

WHEREAS, the City and the LPOA have entered into prior agreements providing for snow and ice removal services under similar terms and conditions for a number of years which have been mutually beneficial.

NOW THEREFORE, in light of the mutual covenants and the good and valuable consideration recited herein, the parties hereto agree as follows:

1. Definition: The term "Property", as used in this Agreement, refers to any and all City owned streets and right of ways which are currently located within or may in the future be located within the corporate boundaries of the LPOA, for which the LPOA will be responsible for snow and ice removal pursuant to paragraph 2.b. below and more particularly set out on Exhibit A; provided, however that the Property does not include the City owned streets listed in Exhibit A, which is attached hereto and incorporated herein by reference, for which the City will responsible for snow and ice removal.
2. Obligation of the Parties:
 - a. The City agrees to:
 - i. Transfer title to a 2011 F-450 4x4 flat dump bed with sander and 8.5 foot plow, VIN 1FDUF4HT4BEB41905. The City will provide a vehicle no more often than every five (5) years as vehicles become available for the City to provide from its inventory of appropriate vehicles. The vehicle is intended to be provided without cost to the LPOA and the City will reimburse any sales tax liability arising from such transfer up to \$1,000.00 for each vehicle transferred under this agreement.
 - ii. Allow LPOA employees and agents access to the City's Salt storage facilities during regular business hours for the purpose of obtaining Salt for use in providing snow and ice removal services to the Property. City employees will load the Salt into the Vehicle when Salt is obtained in this manner. LPOA may

also request the City to deliver Salt to the LPOA salt storage facility upon the condition that at least 72 hours prior notice has been given. The LPOA certifies that its salt storage facility is in compliance with all applicable provisions of local, state, and federal law. Further, all provisions of this section are subject to the provisions of Section 8 of this Agreement.

b. The LPOA agrees to:

- i. Acknowledge receipt of the Vehicle in writing within 10 days of receipt of the Vehicle, and execute any document needed in order to effectuate the transfer of the Vehicle to the LPOA and do all things necessary to transfer ownership of said Vehicle to the LPOA including paying any sales or other taxes owed as a result of such transfer except for the reimbursement amount from the City set out in paragraph 2.b supra.
- ii. Provide snow and ice removal services to the Property on those streets set out on Exhibit A unless specifically denominated the City's responsibility on Exhibit A. LPOA agrees to plow and treat all streets and surfaces within 36 hours of the end of snowfall. LPOA recognizes that its failure to perform its obligations as aforesaid will result in the City having to respond in order to service the Property. In the event that the LPOA fails to respond in accordance with the timeframe set forth above, and the City responds by plowing and treating any portion of the Property, the LPOA agrees to reimburse the City for the time and expense of so responding.
- iii. Obtain Salt from the City, as needed, in the manner prescribed in Section 2.a(ii) above.

3. No Representations, Warranties or Guaranties: The City provides the Vehicle and Salt "as is" and "where is", and there are no presentations, warranties or guaranties, implied or otherwise, concerning the quality of condition of the Vehicle or Salt, or the fitness or suitability of the Vehicle, Salt for any particular use.
4. Assumption of Risk: The LPOA assumes all risk relating in any way to this Agreement, including, without limitation, all assumption of risk or loss pertaining to the performance of its duties under this Agreement.
5. Term: The term of this Agreement is for 4 (four) years from the date of this Agreement. The Agreement will automatically renew for a successive 1 (one) year term unless terminated by either party in writing by giving 30 (thirty) days' notice prior to the expiration of the current term. It is intended that this agreement shall supersede any and all prior agreements between the parties with respect to snow and ice removal on the streets listed and transfer of any vehicles or use of City salt and therefore any such previous agreement(s) shall terminate upon execution of this agreement by both parties except for any responsibility for indemnification of the City and any insurance coverage to which the City is entitled shall specifically survive such termination of a previous agreement.
6. Termination for Non-Performance: The City may terminate for non-performance at any time in the event the LPOA fails to perform in the manner specified in Section 2(b) above. The thirty (30) day advance notice requirement set forth in the immediately preceding section shall not apply to termination for non-performance.
7. Indemnification: The LPOA shall indemnify, release, defend, become responsible for and forever hold harmless the City and its respective officers, agents, employees, elected

officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorneys' fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of alleged or actual bodily injury or death received or sustained, or other alleged or actual loss or damage received or sustained, by any person, persons, entity or property, arising out of or resulting from any act, error, omission, or intentional act of the LPOA or its agents, employees or representatives, in any way connected with the loading, use, transportation and storage of the Vehicle, the services provided by the LPOA under this Agreement or any other matter pertaining to this Agreement.

8. Amendments to this Agreement: Any amendment to this Agreement shall be in writing and executed by the parties hereto.
9. Effect of Shortage: The LPOA's ability to obtain Salt under this Agreement is contingent upon the presence of sufficient amounts of Salt to meet the needs of the City. In the event that the City determines that the provision of Salt to the LPOA would adversely deplete the City's Salt reserves, then the LPOA may obtain Salt in a proportionately decreasing manner that is consistent with the average amount of Salt used by the LPOA. The City shall determine the amounts to be provided to the LPOA under this provision. The LPOA's obligations under this Agreement are not affected by any shortage of Salt or the decreased ability to obtain Salt from the City.
10. Invalidation by Court Action. Invalidation of any part of this Agreement by judgment or other court action shall in no way affect and other provisions, which shall remain in full force and effect.
11. Approval. This Agreement shall become effective upon approval by the governing bodies of the parties.
12. Insurance. LPOA shall procure and maintain during the term of this Agreement, commercial general liability insurance with limits not less than \$2,000,000 and naming the City as an additional insured, business automobile liability insurance with limits not less than \$2,000,000 each occurrence bodily injury and property damage, combined single limits, extended to include all owned, non-owned and hired vehicles that perform services for this Agreement. In addition, LPOA shall maintain a statutory workers' compensation program applicable in the State of Missouri. LPOA shall furnish to City certificates of insurance on an annual basis during the term of this Agreement. All policies of insurance shall provide for at least thirty (30) days prior written notice of cancellation of any changes of insurers to City.
13. Entire Agreement; No third Party Beneficiaries. This Agreement is the entire agreement between the Parties concerning its subject matter, and supersedes all prior agreements and understandings, whether or not written. This Agreement is not intended to confer upon any person, other than the Parties, any rights or remedies hereunder.
14. Employment Status. Nothing in this Agreement shall be construed to create an employment relationship between the employees of LPOA and City.
15. Notice. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address as the party shall designate in writing:

CITY: City of Lee's Summit, Director of Public Works
City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063

LPOA: Lakewood Property Owners Association
651 NE Saint Andrews Circle
Lee's Summit, Missouri 64064

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

CITY OF LEE'S SUMMIT

William A. Baird, Mayor

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Nancy K. Yendes
Chief Counsel, Infrastructure and Planning

The Lakewood Property Owners Association

BY: _____
TITLE: _____

EXHIBIT A

Streets Where City Will Perform Snow and Ice Removal

QUAD	STREET	SUFFIX	SUBDIVISION
NE	BEECHWOOD	DR	LAKE LEES SUMMIT
NE	DICK HOWSER	DR	EAST LAKE VILLAGE
NW	LAKE	DR	LAKE LEES SUMMIT
NE	LAKEWOOD	BLVD	LAKE LEES SUMMIT
NW	LAKEWOOD	BLVD	LAKE LEES SUMMIT
NE	NORTHGATE	XING	LAKEWOOD OAKS
NE	LAKE POINTE	DR	LAKEWOOD SHORES
NE	SHORELINE	DR	LAKEWOOD SHORES
NE	FAIRWAY HOMES	DR	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	ST ANDREWS	CIR	VILLAGES OF LAKEWOOD FAIRWAY HOMES

Streets Where LPOA Will Perform Snow and Ice Removal

QUAD	STREET	SUFFIX	SUBDIVISION
NW	CIMARRON	ST	CLUBHOUSE COTTAGES OF LAKEWOOD
NW	GREENVIEW	DR	CLUBHOUSE COTTAGES OF LAKEWOOD
NW	GREENVIEW	CT	CLUBHOUSE COTTAGES OF LAKEWOOD
NW	REDSPIRE	ST	CLUBHOUSE COTTAGES OF LAKEWOOD
NE	ASHMONT	PL	EAST LAKE VILLAGE
NE	BROCKTON	DR	EAST LAKE VILLAGE
NE	BROCKTON	DR	EAST LAKE VILLAGE
NE	CHELMSFORD	CT	EAST LAKE VILLAGE
NE	COURTNEY	DR	EAST LAKE VILLAGE
NE	DICK HOWSER	CT	EAST LAKE VILLAGE
NE	DARTMORE	CT	EAST LAKE VILLAGE
NE	DICK HOWSER	CT	EAST LAKE VILLAGE
NE	DUNDEE	CIR	EAST LAKE VILLAGE
NE	HAMPSTEAD	DR	EAST LAKE VILLAGE
NE	MAPLEGATE	DR	EAST LAKE VILLAGE
NE	MAPLEGATE	CT	EAST LAKE VILLAGE
NE	MEDFORD	DR	EAST LAKE VILLAGE
NE	NEWBURY	CT	EAST LAKE VILLAGE
NE	PEMBROKE	LN	EAST LAKE VILLAGE
NE	PLUMBROOK	PL	EAST LAKE VILLAGE
NE	RUSHBROOK	DR	EAST LAKE VILLAGE
NE	RUSHBROOK	CT	EAST LAKE VILLAGE
NE	RUSHBROOK	PL	EAST LAKE VILLAGE
NE	SILVERLEAF	PL	EAST LAKE VILLAGE
NE	SUNDERLAND	CT	EAST LAKE VILLAGE
NE	WALNUT RIDGE		EAST LAKE VILLAGE
NE	WARRINGTON	CT	EAST LAKE VILLAGE
NE	WICKLOW	CT	EAST LAKE VILLAGE
NE	DEL LAGO	CT	ENCLAVE AT LAKEWOOD POINTE
NW	ALPINE	CT	LAKE LEES SUMMIT
NW	ASPEN	ST	LAKE LEES SUMMIT

NW	ASPEN	CT	LAKE LEES SUMMIT
NE	BASSWOOD	DR	LAKE LEES SUMMIT
NE	BASSWOOD	CIR	LAKE LEES SUMMIT
NE	BEECHNUT	CT	LAKE LEES SUMMIT
NE	BEECHWOD	DR	LAKE LEES SUMMIT
NE	BEECHWOOD	CIR	LAKE LEES SUMMIT
NE	BEECHWOOD	CT	LAKE LEES SUMMIT
NW	BIRCH	ST	LAKE LEES SUMMIT
NW	BIRKDALE	CT	LAKE LEES SUMMIT
NW	BIRKDALE	PL	LAKE LEES SUMMIT
NW	BLUEJACKET	DR	LAKE LEES SUMMIT
NW	BLUEBEECH	PT	LAKE LEES SUMMIT
NW	BRAMBLE TRL		LAKE LEES SUMMIT
NW	BRAMBLE TRL	CT	LAKE LEES SUMMIT
NW	BRAMBLE TRL	CIR	LAKE LEES SUMMIT
NW	BURR OAK	CT	LAKE LEES SUMMIT
NW	CANDLEBARK	CT	LAKE LEES SUMMIT
NE	CHINQUAPIN	CT	LAKE LEES SUMMIT
NW	CIMARRON	ST	LAKE LEES SUMMIT
NW	CYPRESS	ST	LAKE LEES SUMMIT
NW	FOXTAIL	CIR	LAKE LEES SUMMIT
NW	FOXTAIL	CT	LAKE LEES SUMMIT
NW	HACKBERRY	ST	LAKE LEES SUMMIT
NW	HEMLOCK	ST	LAKE LEES SUMMIT
NW	HICKORY	ST	LAKE LEES SUMMIT
NW	HONEYSICKLE	ST	LAKE LEES SUMMIT
NW	IRONBARK	ST	LAKE LEES SUMMIT
NW	JUNIPER	ST	LAKE LEES SUMMIT
NE	KINGWOOD	CT	LAKE LEES SUMMIT
NE	KINGWOOD	PL	LAKE LEES SUMMIT
NE	LACEWOOD	CIR	LAKE LEES SUMMIT
NE	LACEWOOD	CT	LAKE LEES SUMMIT
NW	LOBO	CT	LAKE LEES SUMMIT
NW	LOCUST	ST	LAKE LEES SUMMIT
NE	LOGWOOD	CT	LAKE LEES SUMMIT
NE	LOGWOOD	CIR	LAKE LEES SUMMIT
NW	PONDEROSA	ST	LAKE LEES SUMMIT
NW	POPLAR	ST	LAKE LEES SUMMIT
NW	REDWOOD	CT	LAKE LEES SUMMIT
NE	ROSEWOOD	CT	LAKE LEES SUMMIT
NW	SHAGBARK	ST	LAKE LEES SUMMIT
NW	SPRUCE	ST	LAKE LEES SUMMIT
NW	TEAKWOOD	ST	LAKE LEES SUMMIT
NE	WOODLAND	CT	LAKE LEES SUMMIT
NW	WOODS CHAPEL	RD	LAKE LEES SUMMIT
NE	HOWSER	DR	LAKE POINTE
NE	SEQUOIA	ST	LAKESHORE TOWNHOMES/LAKESHORE BAY TOWNHOMES
NE	BAYVIEW	DR	LAKEWOOD BAY
NE	EDGEWATER	DR	LAKEWOOD BAY
NW	BRADFORD	ST	LAKEWOOD FOREST

NW	PRIMROSE	LN	LAKEWOOD FOREST
NW	PRIMROSE	CT	LAKEWOOD FOREST
NW	WINDING WOODS	CT	LAKEWOOD FOREST
NE	NORTHGATE	LN	LAKEWOOD OAKS
NE	NORTHGATE	CT	LAKEWOOD OAKS
NE	NORTHGATE	CIR	LAKEWOOD OAKS
NE	PERSIMMON	CIR	LAKEWOOD OAKS
NE	PERSIMMON	LN	LAKEWOOD OAKS
NE	QUARTZ	DR	LAKEWOOD OAKS
NE	WEDGEWOOD	LN	LAKEWOOD OAKS
NE	WEDGEWOOD	CT	LAKEWOOD OAKS
NE	OE LA MAR	PL	LAKEWOOD POINTE VILLAS
NE	DE LAMAR	DR	LAKEWOOD POINTE VILLAS
NE	DE LA MAR	CT	LAKEWOOD POINTE VILLAS
NE	OE LA MAR	CIR	LAKEWOOD POINTE VILLAS
NE	LAKE POINTE	CIR	LAKEWOOD SHORES
NE	SEABROOK	LN	LAKEWOOD SHORES
NE	SEABROOK	CIR	LAKEWOOD SHORES
NE	SEABROOK	CT	LAKEWOOD SHORES
NE	SHORELINE	PL	LAKEWOOD SHORES
NE	CHANNEL	CIR	LANDINGS AT LAKEWOOD
NE	HOIT	DR	LANDINGS AT LAKEWOOD
NE	LANDINGS	DR	LANDINGS AT LAKEWOOD
NE	LANDINGS	CT	LANDINGS AT LAKEWOOD
NE	LANDINGS	CIR	LANDINGS AT LAKEWOOD
NE	EDMONSON	CIR	SOUTHPOINTE AT EAST LAKE VILLAGE
NE	EDMONSON	CT	SOUTHPOINTE AT EAST LAKE VILLAGE
NE	JACQUES	CIR	SOUTHPOINTE AT EAST LAKE VILLAGE
NE	TREMONT	CIR	SOUTHPOINTE AT EAST LAKE VILLAGE
NE	TREMONT	CT	SOUTHPOINTE AT EAST LAKE VILLAGE
NW	COTTONWOOD	DR	SPRING MEADOWS
NE	AVENTURA	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	BURNING TREE	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	FAIRINGTON	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	FAIRWAY HOMES	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	INVERRARY	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	LACOSTA	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	OLYMPIC	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	PANTHER VALLEY	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	PEBBLE BEACH	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	PINEHURST	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	SAWGRASS	DR	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	SAWGRASS	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	CLEARBROOK	DR	WEST LAKE VILLAGE
NE	COVE	DR	WEST LAKE VILLAGE
NE	SHOREVIEW	CT	WEST LAKE VILLAGE
NE	SHOREVIEW	DR	WEST LAKE VILLAGE
NE	WOOD GLEN	LN	WEST LAKE VILLAGE
NE	WOODRIDGE	DR	WEST LAKE VILLAGE

Packet Information

File #: BILL NO. 19-226, **Version:** 1

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible preliminary project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport. (BOAC 9/30/19) (PWC 10/07/19)

Issue/Request:

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible preliminary project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport.

Key Issues:

- The Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this State Block Grant Agreement.
- The purpose of this agreement is to provide financial assistance to the Sponsor under the State Block Grant Program for the Master Plan Update-Phase 1.
- The project period shall be from the date of the execution by the commission to December 31, 2021.
- The initial amount of this grant is not to exceed \$252,207 for eligible preliminary project costs.
- The amount of this grant represents 90% of eligible project costs.
- The initial amount of local matching funds to be furnished by the Sponsor is not to exceed \$28,023.
- This grant shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before November 30, 2019 or such subsequent date as may be prescribed in writing by the Commission.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible preliminary project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport.

SECOND MOTION: I move for adoption of An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible preliminary project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport.

Background:

The Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this State Block Grant Agreement. The purpose of this agreement is to provide financial assistance to the Sponsor under the State Block Grant Program for the Master Plan Update-Phase 1. The project period shall be from the date of the execution by the commission to December 31, 2021. The initial amount of this grant is not to exceed \$252,207 for eligible preliminary project costs. The amount of this grant represents 90% of eligible project costs. The Airport has budgeted \$70,000 in local match money for both the Master Plan and Business Plan. The initial amount of local matching funds to be furnished by the Sponsor is not to exceed \$28,023. This grant shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before November 30, 2019 or such subsequent date as may be prescribed in writing by the Commission.

Timeline:

Start: October 31, 2021

Finish: December 31, 2021

Dena Mezger, Director of Public Works

Staff recommends approval of An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible preliminary project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport.

Committee Recommendation: The Public Works Committee voted unanimously 4-0 to recommend to City Council approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible preliminary project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport.

The Board of Aeronautic Commissioners voted unanimously 5-0 to recommend to City Council approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible preliminary project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport.

BILL NO. 19-226

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$252,207 FOR ELIGIBLE PRELIMINARY PROJECT COSTS TOWARDS THE PREPARATION OF THE AIRPORT MASTER PLAN UPDATE – PHASE 1 FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and,

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and,

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and,

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and,

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as the Airport Master Plan Update – Phase 1.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations in State Block Grant: The commission grants to the Sponsor a sum not to exceed Two Hundred Fifty-Two Thousand Two Hundred Seven Dollars (\$252,207) for Airport Master Plan Update-Phase 1.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of a state block grant agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri for Airport Master Plan Update-Phase 1, which is attached hereto and incorporated by reference as if fully set forth herein.

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

BILL NO. 19-226

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

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 Yendes, Chief Counsel of
Infrastructure and Planning
Office of the City Attorney

CCO FORM: M004

Approved: 03/91 (KR)

Revised: 03/17 (MWH)

Modified:

Sponsor : City of Lee's Summit

Project No.: 19-109A-1

Airport Name: Lee's Summit Municipal

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

- 34. BAN ON TEXTING WHILE DRIVING
- 35. SUSPENSION AND DEBARMENT
- 36. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER
- 37. REQUIRED FEDERAL PROVISIONS
- 38. EMPLOYEE PROTECTION FROM REPRISAL

SECTION III – PLANNING

- 39. AIRPORT LAYOUT PLAN
- 40. AIRPORT PROPERTY MAP
- 41. ENVIRONMENTAL IMPACT EVALUATION
- 42. EXHIBIT "A" PROPERTY MAP
- 43. MASTER PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 44. RUNWAY PROTECTION ZONE

SECTION V – SPECIAL CONDITIONS

- 45. SPECIAL CONDITIONS

SECTION VI – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
--Certificate of sponsor's attorney

Sponsor: City of Lee's Summit
Project No.: 19-109A-1
Airport Name: Lee's Summit Municipal

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Master Plan Update-Phase 1;

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2021. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist

of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Two Hundred Fifty-Two Thousand Two Hundred Seven Dollars (\$252,207) for eligible preliminary project costs and/or land/easement acquisition.

(A) The amount of this grant stated above represents ninety percent (90%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Twenty-Eight Thousand Twenty-Three Dollars (\$28,023).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before November 30, 2019 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project

upon which federal funds have been expended. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other effort taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this grant, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR Parts 18 and 90, respectively.

(A) If the Sponsor expends seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with Title 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of Title 2 CFR Part 200, if the Sponsor expends less than seven hundred fifty thousand dollars (\$750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate,

including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(17) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(19) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(21) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(22) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(23) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Amy Ludwig, Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-7912
(573) 526-4709 FAX
email: Amy.Ludwig@modot.mo.gov

Sponsor: Bob Hartnett,
Deputy Director of Public Works
220 SE Green
Lee's Summit, MO 64063
(816) 969-1800
(816) 969-1809 FAX
email: Bob.Hartnett@cityofls.net

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this grant, as title to same shall vest in the Sponsor.

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated there under as if the transferee had been the original owner thereof.

(28) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(30) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(31) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding

by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(33) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Sponsor shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(34) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(35) SUSPENSION AND DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions

attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(36) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER:

(A) Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

1. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

2. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B

by telephone (currently 866-608-8220) or on the web (currently at <http://fedgov/dnb/com/webform>).

(37) REQUIRED FEDERAL PROVISIONS: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

(38) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

1. In accordance with 41 U.S.C. §4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;

b. Gross waste of Federal funds;

use of Federal funds;

c. An abuse of authority relating to implementation or

d. A substantial and specific danger to public health or safety; or

e. A violation of law, rule, or regulation related to a Federal grant.

2. The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Federal office or employee responsible for oversight of a grant program;

e. A court or grand jury;

f. A management office of the Sponsor; or

g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (A) of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General for the U.S. Department of Transportation.

(C) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

(D) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are included under 41 U.S.C. §4712(b).

(E) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. §4712(c).

(39) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with

regard to the FAA Standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project.

(40) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(41) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per FAA Order 5050.4B, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(42) EXHIBIT "A" PROPERTY MAP: The Sponsor's existing Exhibit "A" Property Map dated December 2009 will be updated as part of Project 11-109A-2. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and to submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of Project 11-109A-2.

(43) MASTER PLAN: The Sponsor shall hire a qualified engineering/planning consultant to develop/update a master plan to identify the projected demand/development needs of the airport. The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the Commission and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the Commission and the FAA.

(44) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A"

Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(45) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved airport layout plan.

(C) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds two hundred fifty thousand dollars (\$250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(D) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and

subcontract:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where “recipient” means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

“MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation’s DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient’s DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*).”

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

(4) Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri’s prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors’ work is satisfactorily completed, as determined by the Sponsor and the

Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(E) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(F) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

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IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF LEE'S SUMMIT

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

APPENDIX STATE BLOCK GRANT AGREEMENT

Purpose

The purpose of this appendix is to provide the sponsors with sufficient information to carry out the terms of the state block grant agreement and implement their project.

The key items are listed below and are available on the MoDOT website (<http://www.modot.mo.gov/>), the FAA website (<http://www.faa.gov/index.cfm>), the State Block Grant Program Guidance Handbook or other website as indicated.

EXHIBIT 1

Aviation - Grant Programs, Documentation, Guidance

State Block Grant Program (Federal Funds)

- ☐ **MoDOT Guidance Handbook**
 - ☐ About the Handbook (26 kb, 1 page)
 - ☐ Index (57 kb, 3 pages)
 - ☐ Section 1 - Grant Application and Project Selection (35 kb, 5 pages)
 - ☐ Section 2 - Project Environmental Requirements (27 kb, 3 pages)
 - ☐ Section 3 - Airport Planning Projects (29 kb, 4 pages)
 - ☐ Section 4 - Land Acquisition (14 kb, 3 pages)
 - ☐ Section 5 - Procurement of Engineering Services (35 kb, 4 pages)
 - ☐ Section 6 - Project Development (77 kb, 11 pages)
 - ☐ Federal-Required Documentation Checklist (Advertising) (38 kb, 1 page)
 - ☐ Federal-Required Documentation Checklist (Construction Projects) (38 kb, 1 page)
- ☐ **FAA Airport Sponsor Guide**

State Aviation Trust Fund Program (State Funds)

- ☐ State Aviation Trust Fund Program Procedures (51 kb, 5 pages) ☐ State Required Documentation Checklist (44 kb, 1 page)

Sponsor CIP Submittal

- ☐ Sponsor's Guide on Submitting CIP (980 kb, 11 pages) ☐ MoDOT AirportIQ System Manager (ASM) Website

Financial Forms

- ☐ Grant Funding Application (424 kb, 22 pages) ☐ Air Service Development Application ☐ State Transportation Assistance Revolving (STAR) Loan Application ☐ Outlay Report and Request for Reimbursement (Federal 95%) (Form 271) (106 kb, 1 page) ☐ Request for Payment (State 90%) (100 kb, 1 page)

Consultant Procurement

- ☐ Sample Advertisement Consultant Selection ☐ ACEC MO Qualifications Based Selection (QBS) Guidance ☐ MSPE Qualifications Based Selection (QBS) Guidance

Federally Funded Projects

- ☐ FAA Advisory Circular 150/1500-14E-Architectural, Engineering, and Planning Consultant Services For Airport Grant Projects
- ☐ Aviation Project Consultant Agreement (256 kb, 43 pages) -Exhibit IV- Derivation of Consultant Project Costs (53kb, 1 page) -Exhibit V -Engineering Basic and Special Services-Cost Breakdown 67 kb, 1 page)
- ☐ Aviation Project Consultant Supplemental Agreement No. 1 (103 kb, 5 pages) -Exhibit IV- Derivation of Consultant Project Costs (Construction) (56 kb, 1 page) -Exhibit V -Engineering Construction Services-Cost Breakdown (65 kb, 1 page)
- ☐ Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page) ☐ Sponsor Certification for Selection of Consultants (form) (38 kb, 2 pages)

State Funded Projects ☐ Missouri Revised Statutes Sections 8.285-8.291 (23 kb, 2 pages) ☐ State Aviation Trust Fund Project Consultant Agreement (189 kb, 35 pages)
-Exhibit IV- Derivation of Consultant Project Costs (53 kb, 1 page) -Exhibit V -Engineering Basic and Special Services-Cost Breakdown (67 kb, 1 page) ☐ Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page) ☐ Certification of Compliance (form) (33 kb, 1 page)

Airports Resources

☐ Obstructions Evaluation Submission (electronic 7460-1) ☐ Notice of Proposed Landing 7480-1 (form) ☐ FAA Series 150 Advisory Circulars for Airports ☐ FAA Airport's GIS Website ☐ Aeronautical GIS Survey Scope of Work ☐ Request for new or amended Instrument Approach Procedures ☐ Airport Layout Plan (ALP) and Narrative Checklist (277 kb, 10 pages) ☐ VGSI Data Form and Request for Flight Inspection (55 kb, 1 page)

Land Acquisition

☐ Land Acquisition Guidance ☐ MoDOT Approved Appraiser List ☐ Sponsor Certification for Certificate of Title (form) (85 kb, 12 pages) ☐ Sponsor Certification of Environmental Site Assessment (form) (43 kb, 2 pages) ☐ Sponsor Certification for Real Property Acquisition (form) (48 kb, 3 pages) ☐ Exhibit A Property Map Guidance

Environmental

☐ Environmental Guidance ☐ Undocumented Categorical Exclusion Letter (Environmental Clearance Letter) (21kb, 1 page) ☐ Documented Categorical Exclusion-FAA SOP 5.XX (355 kb, 8 pages) ☐ Documented Categorical Exclusion-MoDOT Signature Page (24 kb, 1 page)

Compliance

☐ Compliance Guidance ☐ Standard DOT Title VI Assurances (43 kb, 4 pages) ☐ Sponsor Questionnaire-Airport Compliance Status (130 kb, 16 pages) ☐ FAA/MoDOT Lease Requirements, Recommendations, and Guidance (95 kb, 5 pages)

Utility Adjustments

☐ Utility Agreement (71 kb, 36 pages)

Engineering, Design, and Construction

- ☐ **Sponsor Certifications For Federally Funded Projects**
 - ☐ Sponsor Certification for Conflict of Interest
 - ☐ Sponsor Certification for Drug-Free Workplace
 - ☐ Sponsor Certification for Projects Plans and Specifications (46 kb, 2 pages)
 - ☐ Sponsor Certification for Equipment/Construction Contracts (46 kb, 3 pages)
 - ☐ Sponsor Certification for Construction Project Final Acceptance (46 kb, 3 pages)
 - ☐ Sponsor Certification for Equipment Final Acceptance (38 kb, 2 pages)

☒ **Construction Project Items**

Federal Projects

- Weekly DBE Compliance Review Report (38 kb, 2 pages)

Federal & State Projects

- Sample Letter of Recommendation to Award for Construction Contracts (22 kb, 1 page)
- Weekly Construction Progress and Inspection Report (35 kb, 1 page)
- Weekly Wage Rate Interview Report (32 kb, 1 page)
- Change Order and Supplemental Agreement Instructions (68 kb, 3 pages)
- Change Order and Supplemental Agreement Form (Auto) (28 kb, 1 page)

☐ **Project Closeout Items**

Federal Projects

- Sample Certification Letter from Prime Contractor Regarding DBE's (24 kb, 1 page)
- DBE Documentation – Final Construction Report

Federal & State Projects

- Final Testing Report (Checklist) (70 kb, 3 pages)
- Electrical Systems Testing Report (36 kb, 1 page)
- Precision Approach Path Indicator (PAPI) Inspection Report (47 kb, 1 page)
- Contractor's Certification Regarding Settlement of Claims (37 kb, 12 pages)

☐ **MoDOT Construction Specifications**

Federally Funded Projects

- Federal-Preparation of Project Plans and Specifications (307 kb, 127 pages)
- Federal-Construction Observation Program (293kb, 22 pages)
- Federal-Preparation of Equipment Specifications (240 kb, 42 pages)
- AC 150/5370-10G Standards for Specifying Construction of Airports

Federal & State Projects

- Construction Observation Program (Non-Paving) (91 kb, 10 pages)
- Construction Observation Program-Required Tests and Certifications (75 kb, 17 pages)
- Construction Project Review Level Matrix
- Construction Plans Full Review Checklist
- Construction Plans General Review Checklist
- Safety Plan Checklist

State Funded Projects

- State-Preparation of Project Plans and Specifications (585 kb, 84 pages)
- State-Construction Observation Program (266 kb, 18 pages)
- MO-100 Mobilization (28 kb, 1 page)
- MO-152 Excavation and Embankment (71 kb, 11 pages)
- MO-155 Fly Ash Treated Subgrade (45 kb, 5 pages)
- MO-156 Erosion and Sediment Control (50 kb, 6 pages)
- MO-161 Woven Wire Fence with Steel Posts (37kb, 3 pages)
- MO-162 Chain-Link Fences (39 kb, 3 pages)
- MO-209 Crushed Aggregate Base Course (35 kb, 4 pages)
- MO-401S Plant Mix Bituminous Pavements (87 kb, 14 pages)
- MO-500 Joint and Crack Resealing-Concrete Pavement (36 kb, 3 pages)
- P-501 Portland Cement Concrete Pavements is now required for Aviation Projects in Missouri. Find the form on the linked FAA page. (effective May 2013)
- MO-601 Surface Preparation (38 kb, 4 pages)
- MO-602 Bituminous Prime Coat (29 kb, 2 pages)
- MO-603 Bituminous Tack Coat (29 kb, 2 pages)
- MO-610 Structural Portland Cement Concrete (45 kb, 5 pages)
- MO-620 Runway and Taxiway Painting (43 kb, 4 pages)

- MO-622 Crack and Joint Sealing-Bituminous Pavement (*31 kb, 3 pages*)
- MO-623 Pavement Friction Sealcoat Surface Treatment (*48 kb, 5 pages*)
- MO-701 Pipe for Storm Drains and Culverts (*38 kb, 4 pages*)
- MO-706 Prefabricated Underdrains (*54 kb, 5 pages*)
- MO-901 Seeding (*71 kb, 7 pages*)
- MO-905 Topsoiling (*25 kb, 2 pages*)

- MO-908 Mulching (*27 kb, 2 pages*) □ **MoDOT Electrical Specifications** (State Funded Projects)
- MO-101 Airport Rotating Beacons (*39 kb, 5 pages*)
- MO-103 Airport Beacon Towers (*36 kb, 4 pages*)
- MO-107 Airport 8-Foot and 12-Foot Wind Cones (*36 kb, 4 pages*)
- MO-108 Underground Power Cable for Airports (*402 kb, 12 pages*)
- MO-109 Airport Prefabricated Housing and Equipment (*373 kb, 7 pages*)
- MO-110 Airport Underground Electrical Duct Banks and Conduits (*56 kb, 8 pages*)
- MO-120 Airport Precision Approach Path Indicator (PAPI) System (*41 kb, 5 pages*)
- MO-125 Airport Lighting Systems and Guidance Signs (*51 kb, 5 pages*)

Airports Central Region – AIP Guide Index

This guide has been prepared to assist Central Region airport owners and their consultants in obtaining and administering an Airport Improvement Program (AIP) grant. Users of this guidance shall note that requirements for AIP participation are established within applicable United States Code, Public Law, Federal Regulations and official FAA policy. The supplemental guidance and best practices provided within this guide are not intended to create additional participation requirements over and above that established by statute, regulation, or official FAA policy. In the event this guidance conflicts with current AIP policy, the AIP policy has precedence. Web site address http://www.faa.gov/airports/central/aip/sponsor_guide/

100 - Airport Improvement Program (AIP)

110 - Overview 120 - Checklists for Typical AIP Funded Projects 130 - Sponsor Eligibility 140 - Project Eligibility 150 - AIP Obligations 160 - FAA Standards 170 - Non-Primary Entitlement Funds

200 - Civil Rights

210 - DBE Overview 220 - DBE Program Submittal Information 230 - DBE Goals 240 - Good Faith Efforts 250 - DBE Contract Provisions 260 - DBE Reporting Requirements 270 - Identifying DBE Fraud

300 - Procurement of Professional Services

310 - Procurement Requirements and Standards for A/E Services
320 - Roles and Responsibilities
330 - Selection Guide
340 - Contract Establishment
350 - Acquiring a Surveyor for AGIS

400 - Procurement

410 - Procurement Standards - §18.36(b)
420 - Competition - §18.36(c)
430 - Procurement Methods - §18.36(d)
440 - Small & Minority Firms & Womens Business Enterprises - §18.36(e)
450 - Cost and Price Analysis - §18.36(f)
460 - FAA Review of Procurement Documents - §18.36(g)
470 - Bond Requirements - §18.36(h)
480 - Federal Provisions - §18.36(i)
490 - Buy American Preferences - Title 49 USC 501

500 - Airport Planning

510 - National Plan of Integrated Airport Systems (NPIAS) 515 - Master Plans 520 - Airport Layout Plans 530 - Environmental Review 540 - Airport Site Investigations 550 - Runway Protection Zones 560 - Airport Property Interests 570 - Apron Design 580 - Planning Resources

600 - Project Formulation

610 - Requesting Aid: ACIP 620 - Benefit/Cost Analysis 630 - FAA Reimbursable Agreements

700 - Grant Implementation

710 - Project Initiation 720 - Project Application 730 - Sponsor Assurances 740 - Drug Free Workplace Requirements 750 - Title VI Assurance 760 - Executing the Grant Offer

800 - Sponsor Certification

900 - Project Design Development Projects

910 - Predesign Conference 920 - Engineer's Design Report 930 - Plans and Specifications 940 - Regional
Approved Modifications to
AC 150/5370-10 950 - Sponsor Modifications of FAA Standards 960 - Operational Safety on Airport During
Construction

1000 - Construction Phase

1010 - Bidding 1020 - Contract Award 1030 - Construction Observation Program 1040 - Preconstruction Conference 1050 - Notice-to-Proceed 1060 - Labor Provisions 1070 - Inspections 1080 - Contract Modifications

1100 - Runway Commissioning

1110 - Airports Geographic Information Systems (AGIS) 1120 - Revising Airport Aeronautical Information 1130 - Runway Commissioning Data 1140 - Commissioning of Non-Federal VGSI

1200 - Equipment Projects

1210 - Federal Provisions 1220 - Sample Bid Documents

1300 - Airport Land Acquisition

1310 - Land Acquisition Requirements
1320 - Environmental Site Assessment
1320 - Satisfactory Evidence of Good Title

Making the Grant Drawdown 1530 - Invoice Summary 1540 - Financial Reports 1550 - Payment History 1560 - Improper Payments

1600 - Grant Closeout

1610 - Development Project Closeout
1620 - Equipment Project Closeout
1630 - Planning Grant Closeout
1640 - Grant Amendment

1700 - Post Grant Obligations

1710 - Record Keeping 1720 - Audit Requirements 1730 - Financial Reports 1740 - Compliance 1750 - Pavement Maintenance 1760 - Release of Airport Property

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1400 - Sponsor Force Accounts

1410 - Force Account Overview 1420 - Force Account Engineering Services 1430 - Construction Force Account

1500 - Grant Payments

1510 - DELPHI eInvoicing System 1520 -



FAA Airports

ASSURANCES Airport Sponsors

A. General.

- 1 These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- 2 These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 3 Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act -40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act -29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 -Section 106 -16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 -16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act -25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 -Section 102(a) -42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 -29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 -42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 -Section 403-2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act -40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act -18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 -42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 -31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 -41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 -Equal Employment Opportunity¹
- b. Executive Order 11990 -Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 -Intergovernmental Review of Federal Programs
- e. Executive Order 12699 -Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 -Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 -OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 -Audits of States, Local Governments, and Non-Profit

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Organizations].

- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 -Investigative and Enforcement Procedures¹14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 -Airport noise compatibility planning.
- f. 28 CFR Part 35-Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 -U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 -Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 -Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 -Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 -Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 -Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 -New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation -effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 -Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 -Denial of public works contracts to suppliers of goods and services of countries that deny

procurement market access to U.S. contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 -Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

5

Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

6

Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its .

title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c . For all noise compatibility program projects which are to be carried out by

another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d . For noise compatibility program projects to be carried out on privately owned

property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

- e . If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to

ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

- f . If an arrangement is made for management and operation of the airport by any

agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

- g . Sponsors of commercial service airports will not permit or enter into any

arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

1. **Economic Nondiscrimination.**
2. **Exclusive Rights.**

- b It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its

title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the

- b It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its .

title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c . For all noise compatibility program projects which are to be carried out by

another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d . For noise compatibility program projects to be carried out on privately owned

property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

- e . If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to

ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

- f . If an arrangement is made for management and operation of the airport by any

agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

- g . Sponsors of commercial service airports will not permit or enter into any

arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport

facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
- 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all nondiscrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the nondiscrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if

(1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and
(2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**1. Relocation
and Real
Property
Acquisition.**

- b It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its

title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's

2. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
AND PFC APPROVED PROJECTS**

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28E	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operation Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue Fire and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Fire Fighting Station Building Design

150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specifications for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance –Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys; Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS; Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste

150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specifications for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specifications for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specifications for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specifications for L-823 Plug And Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)

150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/3570-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/3570-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/3570-15B	Airside Applications for Artificial Turf
150/3570-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/3570-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program (PMP)
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

The MoDOT DBE Program is available on the MoDOT website at the following address:
http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm.

Packet Information

File #: BILL NO. 19-227, **Version:** 1

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport. (BOAC 9/30/19) (PWC 10/07/19)

Issue/Request:

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Key Issues:

- The purpose of this agreement is to provide financial assistance to the sponsor.
- The Commission approved funds for Airport Business Plan for \$98,064.
- The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is \$10,896.
- The Sponsor warrants to the Commission that it has sufficient funds, or other readily available resources, to provide the local matching funds to complete the project.
- The project time period shall be from the date of the execution of the Agreement by the Commission to December 31, 2021.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

SECOND MOTION: I move for adoption of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Background:

The purpose of this agreement is to provide financial assistance to the sponsor. The Commission approved funds for Airport Business Plan for \$98,064. The Airport has budgeted \$70,000 in local match money for both

the Master Plan and Business Plan. The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is \$10,896. The Sponsor warrants to the Commission that it has sufficient funds, or other readily available resources, to provide the local matching funds to complete the project. The project time period shall be from the date of the execution of the Agreement by the Commission to December 31, 2021.

Timeline:

Start: October 31, 2019

Finish: December 31, 2021

Dena Mezger, Director of Public Works

Staff recommends approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Committee Recommendation: The Public Works Committee voted unanimously 4-0 to recommend to City Council approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

The Board of Aeronautic Commissioners voted unanimously 5-0 to recommend to City Council approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

BILL NO. 19-227

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT TO AIRPORT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FUNDS FOR \$98,064 FOR THE AIRPORT BUSINESS PLAN AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and,

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated February 20, 2019, and specifically described as follows: Airport Business Plan.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of a first supplemental agreement to airport aid agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri for the purpose of development of an airport business plan for the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

BILL NO. 19-227

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 Yendes, Chief Counsel of
Infrastructure and Planning
Office of the City Attorney

CCO Form: MO01
Approved: 02/94 (MLH)
Revised: 05/17 (MWH)
Modified:

Sponsor : City of Lee's Summit
Project No.: AIR 196-109A

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated February 20, 2019, and specifically described as follows:

Airport Business Plan;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Ninety-Eight Thousand Sixty-Four Dollars (\$98,064); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Ten Thousand Eight Hundred Ninety-Six Dollars (\$10,896). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to December 31, 2021. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and aviation easements.

(6) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the airport, either as owner or as lessee, for 20 years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

(A) Land interests - Fifty (50) years.

(B) Improvements - Useful life, as determined by the Commission.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (8)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) When land donations are used, the costs for land may be submitted with an appraisal prepared by a MoDOT-certified appraiser. All donations must be preapproved by the Commission to ensure eligibility for funding.

(E) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(9) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(10) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(11) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(13) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(16) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(17) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(19) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance,

Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(23) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for architectural, engineering and/or land surveying services, as defined in section 8.287 RSMo, shall be procured by competitive proposals, and the procurement process shall comply with sections 8.285-8.291 RSMo.

(24) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(25) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(26) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(28) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the

Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(29) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

By: _____

By: _____

Title:

Title:

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____
(if applicable)

Packet Information

File #: BILL NO. 19-228, **Version:** 1

An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1. (BOAC 9/30/19) (PWC 10/07/19)

An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1.

Issue/Request:

An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1.

Key Issues:

- The City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement").
- The Base agreement has been modified with Modification 1 - 12.
- The City and Engineer desire to amend the provisions of the Base Agreement, as modified as provided herein.
- The amended engineering services contained in this Modification No. 13, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement.
- The Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services.
- Funding for this project is provided through Federal and State Grants and a local match.
- The City Manager is authorized and empowered by City to execute contracts providing for engineering services.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No.

13 Master Plan Update - Phase 1.

SECOND MOTION: I move for approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1.

Background:

The City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"). The Base agreement has been modified with Modification 1 - 12. The City and Engineer desire to amend the provisions of the Base Agreement, as modified as provided herein. The amended engineering services contained in this Modification No. 13, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement. The Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services. Funding for this project is provided through Federal and State Grants and a local match. The City Manager is authorized and empowered by City to execute contracts providing for engineering services.

The Federal and State grants are for both phase 1 of both the Master Plan and Business Plan. The total grant funding is \$350,271 (State Block Grant for \$252,207 and Airport Aid Grant for \$98,064) plus local funding of \$70,000 for a total funding of \$420,271. The two proposed CMT Agreements total \$377,610 (a Master Plan fee of \$276,890 and Business Plan fee of \$100,720). Excess revenues may possibly be used towards the second phase of the plans or returned for future reallocation.

Dena Mezger, Director of Public Works

Staff recommends approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1.

Committee Recommendation: The Public Works Committee voted unanimously 4-0 to recommend to City Council approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1.

The Board of Aeronautic Commissioners voted unanimously 5-0 to recommend to City Council approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1.

BILL NO. 19-228

AN ORDINANCE AUTHORIZING EXECUTION OF THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ NO. 2015-300) TO AMEND THE PROVISIONS OF THE BASE AGREEMENT TO INCLUDE THE AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 13 MASTER PLAN UPDATE – PHASE 1.

WHEREAS, the City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter “Base Agreement”); and

WHEREAS, the Base Agreement has been modified with Modification No. 1 – 12 dated from September 23, 2015 through 2019 City; and

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

WHEREAS, the amended engineering services contained in this Modification No. 13, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; 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 the City to execute contracts providing for engineering 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 hereby authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, of a Modification No. 13 to On-Call Agreement Dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

BILL NO. 19-228

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

APPROVED by the Mayor of said city this _____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

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

**MODIFICATION NO. 13 TO ON-CALL AGREEMENT
DATED SEPTEMBER 3, 2015
(RFQ NO. 2015-300)**

FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT

THIS MODIFICATION TO ON-CALL AGREEMENT made and entered into this ____ day of _____, 2019, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Crawford, Murphy and Tilly, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"); and

WHEREAS, the Base Agreement was modified with Modification No. 1 dated September 23, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 2 dated December 21, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 3 dated April 4, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 4 dated October 6, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 5 dated November 17, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 6 dated July 19, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 7 dated November 17, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 8 dated January 2, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 9 dated January 2, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 10 dated April 11, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 11 dated _____, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 12 dated _____, 2019; and

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

WHEREAS, the amended engineering services contained in this Modification No. 13, were services originally contemplated by the City and the Engineer when entering into the Base

Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; 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 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:

The Base Agreement is hereby modified and amended to include the AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 13 MASTER PLAN UPDATE – PHASE I, attached hereto as Exhibit A, and incorporated herein by reference.

1. The terms and provisions of Exhibit A shall only apply to the services to be provided which are set forth in Exhibit A.
2. In the event of a conflict between any provision of the Base Agreement and Exhibit A; Exhibit A shall control to the extent it affects any of the services to be performed pursuant to Exhibit A.
3. All other terms of the Base Agreement not amended by the Modification to On-Call Agreement shall remain in full force and effect.

This Modification No. 13 to On-Call Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Modification to On-Call Agreement to be executed on the ____ day of _____, 2019.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ENGINEER:

BY: Bradley M. Hamilton, P.E.
TITLE: Vice President, Director of Aviation

ATTEST:

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [19-109A-1]

Airport Name:	<u>[Lee's Summit Municipal Airport]</u>
Project No.:	<u>[19-109A-1]</u>
County:	<u>Jackson</u>

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Crawford, Murphy & Tilly, Inc. (hereinafter the "Consultant"), and the City of Lee's Summit, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Lee's Summit Municipal Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Lee's Summit Municipal Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal

laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services

performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a 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 Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 9% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination

of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by

actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 9% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

Airport: [Lee's Summit Municipal Airport]
 MoDOT Project No.: [19-109A-1]

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
Centurion Planning & Design 69 N. Chadbourne St. San Angelo, Texas 76903	Planning & Environmental	\$24,940	100%	\$24,940	9.0%
TOTAL DBE PARTICIPATION				\$24,940	9.0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Centurion Planning & Design	69 N. Chadbourne St., San Angelo, TX 76903	Planning & Environmental	\$24,940.00
Coffman & Associates	237 NW Blue Parkway, Suite 100, Lee's Summit, MO 64063	Demand Projections	\$24,972.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of

the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars (\$25,000). Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of **\$28,518.17**, except that the combined costs and fee will not exceed a maximum amount payable of **\$276,890**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made.

A late payment charge of one- and one-half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the

Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one

hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard

patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with AutoCAD (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be

considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time

provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Notwithstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT, and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full

force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services.

Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified

by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, MoDOT, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, MoDOT or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension

in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars (\$3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the

applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H):
The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds \$25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: <https://www.sam.gov>.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of

the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jackson County, Missouri. The parties agree that this Agreement is entered into at Lee's Summit, Missouri and substantial elements of its performance will take place or be delivered at Lee's Summit, Missouri, by reason of which the Consultant consents to venue of any action against it in Jackson County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Airport: [Lee's Summit Municipal Airport]
 MoDOT Project No.: [19-109A-1]

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Robert Hartnett		
SPONSOR'S NAME	City of Lee's Summit		
SPONSOR'S ADDRESS	220 SE Green St. Lee's Summit, MO 64063		
PHONE	816.969.1800	FAX	
E-MAIL ADDRESS	Bob.Hartnett@cityofls.net		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Andrew Bodine, PE, CM		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	1627 Main Street Suite 200 Kansas City, Missouri 64108		
PHONE	816.272.8363	FAX	
E-MAIL ADDRESS	abodine@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services

under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement 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 the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [19-109A-1]

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [19-109A-1]

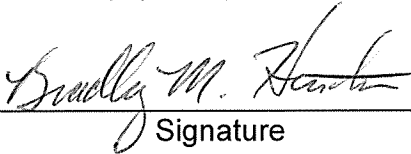
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:
Crawford, Murphy & Tilly, Inc.

Sponsor:
City of Lee's Summit

By: 
Signature

By: _____
Signature

Title: Vice President & Director of Aviation

Title:

ATTEST:

ATTEST:

By: 
Signature

By: _____
Signature

Title: Sr. Vice President

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

Recognizing a steady increase in aircraft operations, the build-out of the previous Master Plan, significant interest in parcels owned by the Airport that provide airfield access, and the Airport's designation as a reliever for Kansas City International (MCI), Lee's Summit Municipal Airport (LXT) is initiating a Master Plan Update. The Master Plan and accompanying Business Plan will provide a vision for the Airport in the short, medium, and long-term timeframes up to 20 years. Due to some area of overlap, the Master Plan and Business Plan will seek to build synergy and minimize unnecessary duplication and set strategic visions for the Airport as growth continues. The following scope presented below is focused on completing a holistic review, analysis, and planning for the airport going forward. This scope contained herein is considered the first phase of the planning process. Phase II will include effort to complete FAA compliant deliverables including the Airport Layout Plan (ALP), Exhibit "A" Property Map, and Airport GIS (AGIS) datasets.

To comply with grant assurances and ensure receipt of federal funding for future development, LXT is required to have an updated, approved ALP on file with FAA. The best way to develop the future vision for LXT, which is then displayed on the ALP, is through a Master Plan Update. Phase I will focus on the following key study elements:

- Update of "baseline" information including recent developments;
- Aviation demand projections;
- Facility Planning (needs assessments, development alternatives, implementation strategies, etc., where applicable)
 - Airfield Improvements
 - General Aviation Facilities (Fixed Base Operator Terminal, Aircraft Hangars, etc.)
 - Support Facilities (Fuel Storage/Farm, Snow Removal/Maintenance Center, etc.)
 - Land-Use
 - Stakeholder/Public Engagement
 - Various Working Papers & Final Report Deliverables

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [19-109A-1]

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the planning services enumerated as attached herein.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

PHASE I MASTER PLAN

SCOPE OF SERVICES

Recognizing a steady increase in aircraft operations, the build-out of the previous Master Plan, significant interest in parcels owned by the Airport that provide airfield access, and the Airport's designation as a reliever for Kansas City International (MCI), Lee's Summit Municipal Airport (LXT) is initiating a Master Plan Update. The Master Plan and accompanying Business Plan will provide a vision for the Airport in the short, medium, and long-term timeframes up to 20 years. Due to some area of overlap, the Master Plan and Business Plan will seek to build synergy and minimize unnecessary duplication and set strategic visions for the Airport as growth continues. The following scope presented below is focused on completing a holistic review, analysis, and planning for the airport going forward. This scope contained herein is considered the first phase of the planning process. Phase II will include effort to complete FAA compliant deliverables including the Airport Layout Plan (ALP), Exhibit "A" Property Map, and Airport GIS (AGIS) datasets.

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- ◆ Aviation demand projections;
- ◆ Facility Planning (needs assessments, development alternatives, implementation strategies, etc., where applicable)
 - ◆ Airfield Improvements
 - ◆ General Aviation Facilities (Fixed Base Operator Terminal, Aircraft Hangars, etc.)
 - ◆ Support Facilities (Fuel Storage/Farm, Snow Removal/Maintenance Center, etc.)
 - ◆ Land-Use
- ◆ Stakeholder/Public Engagement
- ◆ Various Working Papers & Final Report Deliverables

The project will be accomplished in accordance with FAA Advisory Circulars (AC) 150/5070- 6B Change 2 (Airport Master Plans), AC 150/5300-13A Change 1 (Airport Design).

TASK 1.0 - PROJECT FORMULATION

Task 1.1 - Project Scope Preparation

A scope of services will be prepared describing each item of work required for completion of the Master Plan Update including the Airport Layout Plan (ALP) based on guidance provided by the Sponsor, MoDOT, and in accordance with appropriate and most current FAA Advisory Circulars. Each task will be evaluated to determine the appropriate level of man-hours and personnel classifications to complete each individual task. Estimates will

also be prepared for direct expenses such as travel, subsistence, materials, printing and any other necessary cost related to the project. This task includes efforts necessary to mobilize the project including the development and execution of necessary consultant and Subconsultant agreements.

Task 1.2 - Quality Assurance Plan

Following a Notice to Proceed from the sponsor, a Quality Assurance Plan will be developed that will act as the program guidance for the Consultant's implementation of the project scope. The purpose of the QAP is to prevent errors and the need for re-work, provide for the continuous improvement of CMT's planning process, provide quality services, and facilitate client satisfaction. The QAP includes a description of the project team, a written project plan, a quality control plan, a post project evaluation plan, project checklists, project forms, and a proposed project schedule.

Task 1.3 - Kickoff Meeting

One (1) on-site kickoff meeting will occur with Airport Staff, the Board of Aeronautical Commissioners (BOAC), state/federal agencies, and project stakeholders to discuss key study elements, core guidance, review general study requirements, identify schedule milestones, and review individual project team responsibilities.

Task 1.4 - Airport Objectives & Guiding Principles

The formulation of an effective development plan at LXT is dependent upon the identification of short- and long-term objectives. These objectives, or guiding principles, establish the framework for the quantity, location, and priority of various development items considered in the study process. Guiding principles will be developed which offer focus and direction in the formulation of the Master Plan and the overall development strategy for the Airport. By nature, these guiding principles are dynamic and may be adjusted over time. A workshop will be held with the airport leadership team as part of the kickoff meeting identified in Task 1.3. In addition, these guiding principles will be integrated into the Business Plan Update (Task 9).

TASK 2.0 - INVENTORY

Task 2.1 - Airport Inventory

The inventory will involve collection and examination of plans, documents and on-site collection of airport facilities data. Effort necessary to complete this task is based upon using available data and site visits. These facilities and features will include:

- Airside Facilities (Runways, taxiways, apron areas and airspace)
- Navigational Aids/Lighting
- General Aviation (GA) Facilities including FBO terminal and aircraft hangars
- Airport Support Facilities (Fuel Storage/Farm, Snow Removal/Maintenance Center, etc.)
- Regional Setting and Land Use
- Topography & Drainage
- Access and Circulation
- Socioeconomic & Demographics
- Landside (access, circulation, parking, wayfinding, etc.)

In addition, the project team will review previous studies available (specifically the previous business plan) and integrate the findings of those studies into the master plan update where appropriate.

Task 2.2 - Utility Inventory

An inventory of existing utility data will be conducted the master plan to support the planning process. This data will be used to aid the development of Airport owned property moving forward. Utilities to be considered include storm sewer, gas, electrical, telecommunications, water, and sanitary.

Cost Assumptions: No utility field investigations or surveys will be conducted as part of this task item. All utility information will be collected via existing airport records, as-built drawings available, or service providers.

Task 2.3 - Land Use Inventory

Development of the land use portion of the Inventory Section will include collecting information on planned and proposed land uses, as well as on existing uses. Prior studies, plans, and agreements with implications for land use will be reviewed.

Task 2.4 - Environmental Inventory

An environmental inventory will be completed using public data available and will document the following (if available):

- Wetlands & Floodplains
- Hazardous Waste
- Soils
- Biotic communities and endangered species
- Noise
- Archaeology

Task 2.5 - Interviews

During the development of the Master Plan, it is important to identify the needs of airport tenants, users, and community representatives. This task will include **one (1) on-site** visit by the project team for **up to two (2) days** to conduct the interview process (subject to number of interviews). The Airport will be consulted prior to each stakeholder engagement to provide them the opportunity to attend each interview. The project team will work with the Airport to identify the tenants/users to participate in the interview process. In order to reach all users, an electronic survey will be developed and distributed to users. The data received will be compiled, analyzed, and common themes will be highlighted.

Task 2.6 - Inventory Working Paper

A working paper presenting the general findings of the inventory analysis will be developed for Airport and stakeholder review. The working paper will present narrative and graphical information in a consolidated format to enhance the review process while ensuring data completeness.

TASK 3.0 - DEMAND PROJECTIONS

The objectives of this task are to 1) establish a baseline of demand and 2) provide scenario-based forecasts of aviation demand during the 20-year planning horizon to "inform" the overall decision-making process on facility needs. This effort will flavor the demand projections to account for the extended runway.

Task 3.1 - General Aviation (GA) Forecast

Several methodologies and data sources will be utilized to develop a reasonable GA forecast. As part of this task, the consultant team will 1) review existing forecasts including demand projections identified in the business plan, 2) compile historical activity records, and 3) identify local demographic/socioeconomic that "influence" demand projections. Information collected during the tenant/user interview process (task 2.5) will be utilized to adjust industry methodologies to reflect specific local demand considerations. The forecast effort will develop a range of GA demand (scenarios) anticipated throughout the planning period for both based aircraft and operations.

Task 3.2 - Prepare Forecast Working (FWP) Paper

This task includes effort associated with developing a forecast working paper which will serve as the foundation for various planning decisions within the 20-year study horizon. The FWP will also be used within the business plan update where appropriate. In general, the FWP will be structured to provide a background of aviation

demand, identify ranges of aviation demand going forward, and will provide a comparison to the FAA Terminal Area Forecast (TAF). A forecast briefing paper will also be developed to provide a "executive summary" level deliverable that can be used for various stakeholder engagement activities and FAA coordination.

One (1) on-site workshop meeting with the airport will be conducted to 1) review baseline activity, 2) present the various forecast methodologies analyzed, and 3) to discuss preliminary forecast results.

Note: Task 3 does not include effort to request a formal change to FAA's Terminal Area Forecast (TAF) if needed to support near-term developments that require demand justification. This process would include coordination through MoDOT with the FAA region to make a formal change. This can require significant coordination including meetings at the regional level to present the demand projections including detailed forecast rationale. If an official update to the TAF is needed to support near-term development needs, the consultant will work with the airport to develop a specific scope & cost to complete the necessary steps.

TASK 4.0 - FACILITY REQUIREMENTS

Facility requirements for various areas of the airport will be developed based on the approved demand projections completed as part of Task 3 and based on the guiding principles established in Task 2 (airside, landside, support functions, etc.). LXT has made a significant investment developing core infrastructure at the airport including extending the primary runway. Therefore, a heavy emphasis will be placed on facility needs that support and leverage the investment the airport leadership has made. Planning Activity Level's (PALs)/trigger points will be used in the analysis of facility needs to better understand the timing of future improvements relative to activity growth.

Task 4.1 - Airfield Capacity Analysis

Using data provided in FAA AC 150/5060-5, Airport Capacity and Delay, the ability of the existing runway system to accommodate future levels of both Visual Flight Rules (VFR) and Instrument Flight Rules (IFR) traffic will be evaluated. Estimates of LXT's Annual Service Volume (ASV) and peak hourly capacity of the existing runway will be produced.

Task 4.2 - Airfield Requirements

Existing airfield conditions will be compared to the aviation demand forecast and FAA design standards to identify airfield facility requirements. The facility requirements of the airside will include an assessment of the following components:

- ◆ Runways (Primary & Secondary/Crosswind)
- ◆ Taxiway System Configuration & Capacity
- ◆ Aircraft Aprons (Capacity/Configuration)
- ◆ Airfield Lighting and Pavement Markings
- ◆ Navigational Aids including Instrument Approach Procedure (IAP) Capabilities
- ◆ Runway Safety and Approach Protection (if applicable)

Task 4.3 - General Aviation / Corporate Facilities

Facility requirements for both general aviation (GA) and corporate aviation will be developed. Recognizing recent airfield infrastructure improvements that will influence demand for facilities, this section will focus on aircraft storage needs (T-Hangars, Executive Hangars, etc.), the development of corporate campus(es), and other potential facilities that meet airport objectives. LXT currently has several projects in the near-term pipeline and at the request of the Airport, pieces of this analysis may be brought forward in the process to facilitate proper sizing, requirements and implementation.

The airport has identified the need for a new Fixed Based Operator (FBO) terminal building to accommodate passengers utilizing general aviation & corporate aviation. Recognizing the importance of this facility to meet level of service objectives, a detailed planning effort will be completed as part of this study to set the vision for a new

FBO terminal building. This effort will include a needs assessment, overall facility needs, space requirements, and general definition of space relationships to be carried forward in the alternatives process. It is important to note that industry standards will be utilized where applicable when determining space requirements.

Task 4.4 - Landside/Support Facilities

Requirements for facilities such as fuel storage, airport maintenance, airport administration, and a Snow Removal Equipment (SRE) building(s) will be developed using a combination of historical data (i.e. fuel flowage & reserve requirements) along with industry metrics (i.e. SRE equipment calculations).

Task 4.5 - Land Use Development Requirements

Available surplus property owned by the Airport must be considered for future compatible use and development potential. The development of these areas, once shown that they are not required for aeronautical development, is encouraged to seek release or development of the property in a compatible manner. Analysis will include the general identification of landside improvement necessary for development of these areas including: access requirements, utility access/infrastructure (if known), drainage, demolition, and modification of existing land use regulations necessary for support of non-aeronautical uses. The requirements will consider data generated and findings in previous airport property development studies (if applicable).

Task 4.6 - Facility Requirements Working Paper & Presentation

This task includes effort associated with development of a working paper presenting the findings of the facility requirements analysis and the development of a PowerPoint presentation for communication with the airport and other applicable stakeholders as needed.

TASK 5.0 - ALTERNATIVES ANALYSIS

Conceptual alternative layouts will be developed for the various facility needs at LXT using information gathered from aviation demand projections completed in Task 3 in conjunction with the facility requirements developed as part of Task 4. In evaluating practical development alternatives to satisfy existing and forecasted aviation needs, analysis will include alternative conceptual layouts and order of magnitude cost estimates for airside and landside facilities. In addition, through coordination with the Airport Sponsor, concepts will be developed and evaluated for land use prioritization (aeronautical & non-aeronautical). Development alternatives will be evaluated through various screening criteria including but not limited to airport objectives, environmental, site constraints (i.e. utility access, drainage, etc.), existing facility conditions, financial feasibility, etc. Development alternative of the facilities listed below may be combined to provide a more comprehensive view of various development options/impacts.

Task 5.1 - Airfield

Up to three (3) conceptual layouts will be developed for airfield needs identified throughout the 20-year planning horizon. Of focus on the airfield will be geometric improvements to address non-standard conditions including direct access from the aircraft parking aprons to the runway environment.

Task 5.2 - General Aviation / Corporate Facilities

Recognizing this category has a range of potential development needs, alternatives for GA and corporate aviation facilities have been broken down into greater detail:

- ◆ Aircraft Storage – Up to Three (3) alternatives will be developed that identify options for the implementation of aircraft storage facilities (new or replacement). The alternatives will clearly depict the various facility types (T-Hangars, executive box hangars, standalone corporate units, etc.)
- ◆ Corporate Campus(es) – Up to Two (2) alternatives will be developed that depict the implementation of corporate campus or campuses (if identified in the planning process). These alternatives would provide greater detail including setbacks, hangar sizing, aircraft parking, etc.
- ◆ FBO Terminal Building – Recognizing the implementation of a new FBO terminal building is likely needed in the short-term, up to Three (3) concepts will be developed. These concepts will depict the

facility siting, landside/airside access, aircraft parking, and adjacent land use developments where applicable.

Task 5.3 - Landside/Support Facilities

Up to three (3) conceptual layouts will be developed to accommodate support facilities (fuel storage, airport maintenance, airport administration, and SRE facilities) throughout the 20-year planning horizon.

Task 5.4 - Land Use Developments

Up to two (2) conceptual layouts will be developed identifying strategies for land-use developments throughout the 20-year planning horizon.

Task 5.5 - Environmental & Sustainable Considerations

This task will also provide a summary of environmental and sustainability considerations analyzed for each alternative during the planning process, with the intent to provide a clear understanding of the environmental requirements. No formal agency coordination will be included in this effort and an environmental evaluation will be performed which includes:

- ◆ Wetlands & Floodplains
- ◆ Hazardous Waste
- ◆ Soils
- ◆ Biotic communities and endangered species
- ◆ Archaeology

It should be noted that the evaluation within this section is not intended to satisfy the requirements for formal environmental clearances associated with implementing proposed improvements.

Task 5.6 - Working Sessions/Meetings

Up to three (3) working sessions/meetings will be held with LXT Staff, elected officials, and BOAC to review the development alternatives, to solicit insight regarding the concepts, and to select the concept(s) most viable for future consideration.

Task 5.7 - Preferred Development Plan

Under this task, the recommended development alternatives identified through the working sessions will be integrated into a preferred development plan. As part of this process, minor refinements to the preferred development alternatives may be done to ensure the proposed developments "fit" together and work in unison over the 20-year planning horizon. The preferred development plan will be provided to various stakeholders for review including the Airport leadership, City leadership, and MoDOT. Once finalized, the preferred development plan will be carried forward into the Capital Improvement Plan (CIP) and Implementation Plan.

TASK 6.0 - IMPLEMENTATION PLAN/CIP

Task 6.1 - Implementation Plan & Capital Improvement Plan

A recommended Capital Improvement Program (CIP) will be developed based on the preferred development plan established under Task 5. The CIP will be used to categorize the projects over the life of the 20-year planning period. Projects will be prioritized into near term (0-5 year), intermediate term (6-10 years) and long-term (11-20 years) time periods.

An Implementation Plan exhibit will be prepared depicting the preferred development alternatives including project timelines. Estimates of probable costs will be developed along with possible funding sources for each project.

The Airport's ability to fund the recommended projects should be a major consideration in preparing a refined CIP and Implementation Plan. A financial feasibility analysis will take place concurrently with the development of the CIP. This task will involve reviewing and quantifying sources of funding for projects, including federal funding, state funding, bonds, third-party developers, and Airport revenues. The scope will not include a comprehensive evaluation of the Airport's financial structure or budget.

TASK 7.0 - LAND USE COMPATIBILITY PLAN

To better allow LXT to work with the surrounding communities to implement land use and airspace control around the Airport, a general land use compatibility plan will be developed. The Implementation Plan developed in Task 6 will be utilized to identify areas of future development around LXT.

Task 7.1 - Airport Influence Area (AIA) Definition

This task will involve the development of the Airport Influence Area (AIA) utilizing several resources regarding the protection of the Airport and/or airspace from compatible land uses. Resources include:

- ◆ Federal Aviation Administration (FAA) Advisory Circular (AC) 150-5300, Change 15, *Airport Design*, specifically Runway Protection Zones (RPZs)
- ◆ Federal Aviation Regulation (FAR) Part 77, *Objects Affecting Navigable Airspace*, commonly known as the FAR Part 77 Surfaces.
- ◆ Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-33B, *Hazardous Wildlife Attractants on or Near Airports*.
- ◆ Federal Aviation Administration (FAA) Order 5050-4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airports Actions*.

The above referenced criterion as well as physical land features and local jurisdictions will be utilized to establish the AIA and control zones for applicable criteria. The AIA will define where land use and/or airspace control measures could be necessary to protect the airport from incompatible development. Up to two (2) exhibits will be developed to depict the AIA zones.

Task 7.2 - Existing Land Use & Regulatory Inventory

Existing and planned land use information and jurisdictional limits will be collected and utilized to develop a more comprehensive inventory of land use considerations. The Lee's Summit Comprehensive Plan will be consulted during this task. Additional resource information will include published land use documentation from Cass County, Raytown, Blue Springs, Kansas City, and Grandview. The purpose of this exercise is to develop a more complete understanding of existing and planned land uses both and near the Airport. This assessment will be completed using available data and interviews with local public/private sector officials as needed. Data for the assessment will be gathered by the following actions:

- ◆ Evaluate physical attributes, settings and available property/buildings for other areas, industrial or airport related properties.
- ◆ Collect and review of existing zoning and development controls.
- ◆ Collect data and interview local public and private officials related to changes in land uses by sector including new developments and absorption of existing developments.
- ◆ Review of strengths, weaknesses, opportunities and threats for LXT that can be used to frame land use potential.

Up to two (2) exhibits will be developed to depict land uses and regulatory controls around the airport facility.

Task 7.3 - Land Use Compatibility Assessment

This task will involve 1) the evaluation of both existing and known planned land uses within the AIA and 2) identification of potential non-aeronautical land uses which are compatible with airport development. It should be noted that the identification of potential non-aeronautical land uses will be conducted at a macro planning level. Areas of incompatible land uses will be identified for possible mitigation. Possible mitigation measures will be discussed to achieve compatibility including easements or even acquisition.

As part of the compatibility assessment, a review of existing property holdings relative airport objectives, short-term and long-term development needs will be conducted. If areas of "excess" property are identified through the assessment process, recommendations for next steps will be provided including the potential for release/disposal. Subject to the parcels in question, additional recommendations will be made regarding ownership of streets and utilities applicable. A review of recommended land uses under the previous master plan will also be conducted. The results of the land use compatibility assessment will be reviewed with Airport staff in a collaborative working session.

Task 7.4 - Land Use Recommendations

Recommendations will be made from the land use compatibility assessment for actions that should be taken by the airport to pursue enhanced compatibility both on and off the airport. These recommendations will be provided in tabular form and will identify pertinent regulatory agency involvement required for implementation. In addition, the recommended land uses will be integrated into applicable Airport GIS coverages for use by airport management.

TASK 8.0 - MASTER PLAN REPORT

Task 8.1 - Master Plan Report

A series of interim working papers and reports will be prepared as a part of individual work elements documenting the findings, analyses and recommendations developed throughout the master plan process. Each of these reports will be disseminated to the Airport Sponsor for review. These working papers will be made available to MoDOT to facilitate their review process including any SOP checklists as applicable. Any necessary FAA coordination will be done through MoDOT.

After review of the interim reports/working papers, these documents and associated revisions will be incorporated into the Master Plan Report. The final report will consolidate supporting documentation and findings developed throughout the course of the study. The report will be prepared in standard 8-1/2" x 11" format with 11" x 17" fold-out exhibits as necessary. The report will incorporate color graphics and be bound in a spiral format.

Task 8.2 - Executive Summary

The executive summary shall be a concise overview of the major project elements. For the Airport's use in public out-reach and engagement, an executive summary brochure that encapsulates the major elements of the Master Plan will be developed once the Airport Sponsor, FAA and MoDOT accept the Master Plan. The brochure will be in a full-color 8-1/2" or 11 x 17" double-sided and folded format.

Task 8.3 - Summary of Documentation and Deliverables

Preliminary, interim, and final copies of the Master Plan documents for the Airport Sponsor, FAA and MoDOT shall include the following:

Document	Sponsor	FAA	MoDOT	CMT
Draft Master Plan Report	3	N/A	1	2
Final Master Plan Report	5	N/A	1	2

Document	Sponsor	FAA	MoDOT	CMT
Final Master Plan Report (PDF) – CD	2	1	1	-
Master Plan Executive Summary	50	N/A	1	2

Electronic versions (in .pdf format) of all deliverables will be provided to the FAA, MoDOT and Airport Sponsor.

TASK 9.0 - BUSINESS PLAN UPDATE

The purpose of a business for LXT is to assess potential means to improve the Airport's financial performance, economic development, and operation. The business plan will evaluate potential development and optimal operations associated with the implementation of the Airport Master Plan. Because the business plan is reliant on the Master Plan, it is desirable to move these two documents forward in concert.

Task 9.1 - Strategic Visioning & Goal Setting

Similar to Task 1.4 (Task 1.4 – Airport Objectives & Guiding Principles), this effort is associated with conducting various stakeholder engagement activities to validate or build consensus on LXT's strategic vision. This task is specific to the business plan update due to the strong likelihood that stakeholders are different from that of the master plan and schedules could require a standalone workshop session. It is important to note that the strategic vision and goal setting task as part of the business plan update is materially different than the master plan update. This task includes **one (1) on-site meeting up to two days** to conduct the necessary visioning and goal setting workshops.

Task 9.2 - Update of Key Business Plan Elements

To understand the commonality between a master plan update and a business plan, a preliminary analysis of key study elements was conducted including a review of the previous business plan as a baseline. It is recognized there are certain study elements which share common analysis and could inform either the master plan or the business plan (example: existing airport conditions). For study elements which were common between both deliverables, the master plan update will be the primary source to develop applicable information.

One key piece of the business plan is identification and confirmation of the City's/Airport management's objectives for operating the Airport through discussions and a Strengths, Weaknesses, Opportunities, & Threats (SWOT) analysis. In this task the team would work with the City and its Economic Development Council to identify the range of stakeholders to include in the SWOT and overall business planning process. This group can include City officials, local businesses, pilot groups, Airport tenants, MoDOT, and others, as desired. From the SWOT and our initial set of meetings a review of the vision statement for the Airport will be conducted and revisions will be made as needed. In addition, an assessment of new opportunities for revenue enhancement that may accompany the runway extension will be done, and review: existing levels of activity, reasons for those levels, expectations for future activity, and opportunities for increased financial production and economic development. The team also anticipates learning about the current economic fabric of the region and any challenges Lee's Summit and its Airport may be facing. By including the EDC in these initial discussions, the team hopes to learn what the current target industries are and how they use the Airport in marketing efforts.

Through a comparison of the two deliverables, the following study elements will be developed under the business plan update:

- ◆ Governance and Staffing
- ◆ Existing Airport Characteristics
- ◆ Market Analysis with Rates & Charges
- ◆ Baseline Financials & Outlook

- ❖ Business Plan Alternatives
- ❖ Industry Trends Impacting LXT
- ❖ Area-Wide Factors Supporting Growth
- ❖ Obstacles to Airport Performance
- ❖ Revenue Enhancement
- ❖ Recommended Plan including Scenario-Based Projections
- ❖ Project Management

Information developed through Task 9.2 will be integrated into the master plan update where applicable and information developed through the master plan will be integrated into the business plan where applicable.

Task 9.3 - Report & Deliverables

The business plan is included within the scope of the overall Master Plan effort, but it is intended to be provided as a standalone document. Preliminary, interim, and final copies of the business plan documents for the Airport Sponsor, FAA and MoDOT shall include the following:

Document	Sponsor	MoDOT	CMT
Draft Business Plan Report	3	1	2
Final Business Plan Report	5	1	2
Final Business Plan Report (PDF) – CD	2	1	-
Business Plan Executive Summary	50	1	2

TASK 10.0 - STAKEHOLDER COORDINATION

Task 10.1 - Lee's Summit City Council Presentations

Up to two (2) presentations will be made to the Lee's Summit City Council and the Board of Aeronautical Commissioners to present the findings of the Master Plan. Specifically, it is anticipated that these presentations will cover the following study elements (subject to direction by the airport):

- ❖ Presentation 1: Findings of the Facility Requirements and Alternatives Process
- ❖ Presentation 2: Recommended Development Plan for the Airport (All Facilities)

Task 10.2 - General Tenant/Public Information Meetings

Up to two (2) project information meetings will be held in accordance with project milestones at the direction of the Airport to provide tenants, users, community stakeholders and the public with an opportunity to view and comment on the project progression and the overall "vision" for airport development throughout the 20-year planning horizon. The meeting locations will also be at the direction of the Airport. This task includes effort by the consultant project team to prepare, attend, and summarize the various information meetings.

TASK 11.0 - PROJECT MANAGEMENT

The Consultant will manage the Master Plan and provide oversight. Project management tasks will include routine coordination and management, consisting of monthly project progress report preparation, schedule monitoring, meeting minute preparation, FAA and airport coordination, work plan updates, and project close-out procedures.

Task 11.1 - Project Progress Reports

Each month a written Progress Report will be submitted to the Sponsor. These reports will describe the present status of the project, work to be accomplished, any problems or barriers encountered, and any action items required by the sponsor. The report will also provide a status of actual work accomplished against the schedule goals with a description of reasons for any slippage in the event of such an occurrence. The monthly report will describe any recommended modifications to the Scope of Work and/or schedule milestones, which would alter the original course of the study.

In order to keep the project progressing on schedule and ensure continued coordination throughout the project, a monthly meeting/tele-con will be held. The meeting will be administered by the Consultant Team and will include representatives from the Airport Sponsor and MoDOT. The meetings will include schedule updates, progress reports by each party, upcoming key/target dates for deliverables and any other issues that may arise. As a part of this effort, the Consultant Team will prepare agenda and minutes for each meeting.

Task 11.2 - Project Administration/Coordination

Necessary for the success of any project is the myriad of functions related to project administration that are not accounted for in individual work elements. These tasks include on-going monitoring of project budget and schedule, internal project team meetings, quality assurance/control reviews, project staffing, coordination with subconsultants, et cetera. These work elements are necessary to ensure proper completion and delivery of the project deliverables.

POTENTIAL OUT OF SCOPE WORK

The success of this project, and the ability to deliver the work products on time and within the budget, is dependent upon many variables which are often beyond the Consultant's control. Examples include but are not limited to: accuracy and availability of data from previous studies; additional meetings required to coordinate issues; additional analyses requested by FAA, MoDOT, or the Sponsor, that are not provided for in this scope; updates or changes to the FAA's Advisory Circulars or other related guidance documents; and extraordinary number of required reviews of the Consultant's draft work products. These types of issues may constitute extra services and/or expenses above those contemplated by this work scope and the associated cost proposal. As the project progresses, it will be incumbent upon the Consultant to bring to the attention of the Sponsor, MoDOT and FAA any unforeseen changes to this scope of work and negotiate appropriate additional compensation necessary to fund those extra costs

EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED PROJECTS

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)

Airport: [Lee's Summit Municipal Airport]
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150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design

Airport: [Lee's Summit Municipal Airport]

MoDOT Project No.: [19-109A-1]

150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [19-109A-1]

150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.
6. All staff, procedures and activities related to acquiring the property, including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
7. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Designate contact person (see Section (23)(A)).
10. Pay costs for title searches.

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [19-109A-1]

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI
MASTER PLAN UPDATE - PHASE I

March 12, 2019

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2019 rates)	<u>COST (\$)</u>
Principal	4	\$77.68	\$310.72
Project Manager II	306	50.88	15,569.28
Project Engineer I	40	49.19	1,967.60
Senior Planner I	586	39.29	23,023.94
Senior Engineer I	0	37.26	0.00
Planner I	576	27.60	15,897.60
GIS Specialist/Sr. Tech I	336	35.33	11,870.88
Registered Land Surveyor	0	41.58	0.00
Administrative Assistant	32	22.64	724.48
		#N/A	
		#N/A	
	1880		

Total Direct Salary Costs = \$69,364.50

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

2a Percentage of Direct Salary Costs @ 174.09 % = \$120,756.66
2b FCCM Rate (Optional) @ 0.00 % = \$0.00

3 **SUBTOTAL:**

Items 1 and 2 = \$190,121.16

4 **PROFIT:**

15 % of Item 3 Subtotal* = \$28,518.17

*Note: 0-15% Typical

Subtotal \$218,639.33

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage 7200 Miles @ \$0.580 / Mile = \$4,176.00
b. Meals 17 Days @ \$36.00 / Day = \$612.00
c. Motel 17 Nights @ \$112.00 / Night = \$1,904.00
d. Printing and Shipping = \$1,650.00

Total Out-of-Pocket Expenses = \$8,342.00

6 **SUBCONTRACT COSTS:**

a. Coffman & Associates (Forecast Development) = \$24,972.00
b. Centurion Planning & Design (Stakeholder Eng. & Env.) = \$24,940.00

= \$49,912.00

DBE
N/A
9%

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$276,890.00

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI

SPECIAL SERVICES
Master Plan Update Phase I | Business Plan Update
March 12, 2018

Exhibit V

Classification: Gross Hourly Rate:		Principal \$244.85	Project Manager II \$160.38	Project Engineer I \$155.05	Senior Planner I \$123.84	Senior Engineer I \$117.44	Planner I \$87.00	GIS Specialist Sr. Tech I \$111.36	Registered Land Surveyor \$131.06	Administrative Assistant \$71.36	Other Costs
B. PLANNING TASKS											
1.00	Project Scope Preparation		4		16						
1.10	Quality Assurance Plan		1		6						
1.20	Kickoff Meeting (On-Site)		4		8						
1.30	Project Objectives & Guiding Principles										
1.40	Project Objectives & Guiding Principles										
2.00	Airport Inventory		2		8		16				
2.10	Utility Inventory		1		4		8				
2.20	Land Use Inventory		2		8		8				
2.30	Environmental Inventory		4		16		8				
2.40	Inventory Working Paper		4		12		24				
2.50	General Aviation & Military (Inventory & Local) Forecast		8		16		24				
2.60	Prepare Forecast Working Paper		12		16		24				
3.00	Airfield Capacity Analysis		2		8		12				
3.10	Airfield Requirements		6		16		16				
3.20	General Aviation / Corporate Facilities		12		24		24				
3.30	Land Use / Support Facilities		8		12		12				
3.40	Land Use Development Requirements		4		12		12				
3.50	Facility Requirements Working Paper & Presentation		8		12		16				
4.00	Airfield		12		16		24				
4.10	General Aviation / Corporate		24		40		60				
4.20	Support Facilities		8		16		16				
4.30	Land Use Developments		4		8		12				
4.40	Environmental Considerations		12		24		8				
4.50	Working Sessions / Meetings		12		40		40				
4.60	Preferred Development Plan & Working Paper		12		4		24				
4.70	Implementation Plan and Capital Improvement Plan		16		8		24				
4.80	Airport Influence Area (AIA) Definition		8		16		16				
4.90	Existing Land Use & Regulatory Inventory		2		24		16				
5.00	Land Use Compatibility Assessment		8		16		8				
5.10	Land Use Recommendations		8		24		32				
5.20	Master Plan Report		24		40		80				
5.30	Executive Summary		4		8		12				
5.40	Summary of Documentation and Deliverables		2		4		8				
5.50	Strategic Visioning & Goal Setting										
5.60	Update of Key Business Plan Elements										
5.70	Report & Deliverables										
6.00	Lee's Summit City Council Presentations (up to 2 presentations)		16		16		16				
6.10	General Tenant Information Meetings (up to 3 meetings)		20		20		16				
6.20	Project Progress Reports		14		24						
6.30	Project Administration/Coordination		28		32						
6.40	Total Hours =	1,880	306	40	586	0	576	336	0	32	(1, 2, 3, 4, 5)
		\$276,893.33	\$49,074.92	\$6,201.94	\$72,572.26	\$0.00	\$50,109.79	\$37,417.43	\$0.00	\$2,283.59	\$56,254.00
	Total =	4	\$979.40	\$276,893.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B SUBTOTAL =		\$276,890.00									
GRAND TOTAL =		\$276,890.00									

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies

(3) Computer Services
(4) Vendor Services

(5) Printing and Shipping

Exhibit V-1

March 1, 2018

Andrew J. Bodine, PE
Senior Aviation Planner
Crawford, Murphy & Tilly
2750 West Washington Street
Springfield, IL 62702

RE: Lee's Summit Airport Master Plan Proposed Scope and Fee

Dear Andy;

Please consider this Centurion Planning & Design, LLC's (CPD) fee proposal for the Lee's Summit Airport Master Plan assignment. We appreciate the opportunity to work with you on this important project for the City.

Based upon a review of the scope, we have prepared a fee estimate to assist with the following task:

Task 1.4 – Airport Objectives and Guiding Principals (CPD support and provide input)

Task 2.4 – Environmental Inventory

Task 5.5 – Environmental and Sustainable Considerations

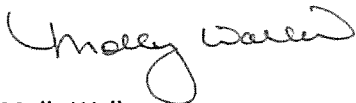
Task 10.2 – General Tenant/Public Outreach Meetings (2) – includes prep time

We have assigned Molly Waller, Principal Planner and Clay Smith, Planner to this effort. Molly's hourly rate is \$230 and Clay's hourly rate is \$150. Below is the effort estimate and anticipated fee for each task.

Task 1.4	Principal Planner 16 hours	\$ 3,680
Task 2.4	Principal Planner 24 hours	\$ 5,520
	Planner 6 hours	\$ 900
Task 5.5	Principal Planner 32 hours	\$ 7,360
	Planner 10 hours	\$ 1,500
Task 10.2	Principal Planner 26 hours	<u>\$ 5,980</u>
	TOTAL	\$ 24,940

Thank you for the opportunity to work on this project.

Sincerely,



Molly Waller
Principal Planner

**COST SUMMARY COFFMAN ASSOCIATES
AIRPORT MASTER PLAN FORECAST
LEE'S SUMMIT MUNICIPAL AIRPORT**

ELEMENT/TASK	HOURS				Costs		
	Principal	Sr. Planner	Planner	Technical			
	\$305	\$270	\$199	\$131	LABOR	EXPENSES	TASK TOTAL
ELEMENT 1.0 - DEMAND PROJECTIONS							
1.1 Compile Current and Historic GA Activity	0	0	4	4	\$ 1,320	\$ -	\$ 1,320
1.2 Define LXT Service Area	0	4	0	4	\$ 1,604	\$ -	\$ 1,604
1.3 Review Socioeconomic Data and Forecasts	0	0	4	4	\$ 1,320	\$ -	\$ 1,320
1.4 Prepare General Aviation Forecasts	0	8	16	0	\$ 5,344	\$ -	\$ 5,344
1.5 Prepare Forecasts of Peaking Characteristics	0	4	0	0	\$ 1,080	\$ -	\$ 1,080
1.6 Identify Existing and Future Critical Aircraft	0	0	4	8	\$ 1,844	\$ -	\$ 1,844
1.7 Prepare Forecast Working Paper	4	8	4	12	\$ 5,748	\$ -	\$ 5,748
1.8 Forecast Meeting/Presentation	0	4	0	4	\$ 1,604	\$ 100	\$ 1,704
1.9 Estimate Current Aircraft Operations	0	0	12	20	\$ 5,008	\$ -	\$ 5,008
PROJECT TOTALS	4	28	44	56	\$ 24,872	\$ 100	\$ 24,972

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

E. Other Services

1. Master Plan Update Phase I **(365) calendar days
after receipt of NTP**

Packet Information

File #: BILL NO. 19-229, **Version:** 1

An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update. (BOAC 9/30/19, PWC 10/07/19)

An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update.

Issue/Request:

An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update.

Key Issues:

- The City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement").
- The Base agreement has been modified with Modification 1 - 13.
- The City and Engineer desire to amend the provisions of the Base Agreement, as modified as provided herein.
- The amended engineering services contained in this Modification No. 14, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement.
- The Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services.
- Funding for this project is provided through Federal and State Grants and a local match.
- The City Manager is authorized and empowered by City to execute contracts providing for engineering services.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No.

14 Business Plan Update.

SECOND MOTION: I move for adoption of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update.

Background:

The City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"). The Base agreement has been modified with Modification 1 - 13. The City and Engineer desire to amend the provisions of the Base Agreement, as modified as provided herein. The amended engineering services contained in this Modification No. 14, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement. The Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services. Funding for this project is provided through Federal and State Grants and a local match. The City Manager is authorized and empowered by City to execute contracts providing for engineering services.

The Federal and State grants are for both phase 1 of both the Master Plan and Business Plan. The total grant funding is \$350,271 (State Block Grant for \$252,207 and Airport Aid Grant for \$98,064) plus local funding of \$70,000 for a total funding of \$420,271. The two proposed CMT Agreements total \$377,610 (a Master Plan fee of \$276,890 and Business Plan fee of \$100,720). Excess revenues may possibly be used towards the second phase of the plans or returned for future reallocation.

Dena Mezger, Director of Public Works

Staff recommends approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update.

Committee Recommendation: The Public Works Committee voted unanimously 4-0 to recommend to City Council approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update.

The Board of Aeronautic Commissioners voted unanimously 5-0 to recommend to City Council approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update.

BILL NO. 19-229

AN ORDINANCE AUTHORIZING EXECUTION OF THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ NO. 2015-300) TO AMEND THE PROVISIONS OF THE BASE AGREEMENT TO INCLUDE THE AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 14 BUSINESS PLAN UPDATE.

WHEREAS, the City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"); and,

WHEREAS, the Base Agreement has been modified with Modification No. 1 – 13 dated from September 23, 2015 through 2019 City; and,

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

WHEREAS, the amended engineering services contained in this Modification No. 14, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; 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 the City to execute contracts providing for engineering 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 hereby authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, of a Modification No. 14 to On-Call Agreement Dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

BILL NO. 19-229

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

APPROVED by the Mayor of said city this _____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri
APPROVED AS TO FORM:

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

**MODIFICATION NO. 14 TO ON-CALL AGREEMENT
DATED SEPTEMBER 3, 2015
(RFQ NO. 2015-300)**

FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT

THIS MODIFICATION TO ON-CALL AGREEMENT made and entered into this ____ day of _____, 2019, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Crawford, Murphy and Tilly, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"); and

WHEREAS, the Base Agreement was modified with Modification No. 1 dated September 23, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 2 dated December 21, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 3 dated April 4, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 4 dated October 6, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 5 dated November 17, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 6 dated July 19, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 7 dated November 17, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 8 dated January 2, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 9 dated January 2, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 10 dated April 11, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 11 dated _____, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 12 dated _____, 2019; and

WHEREAS, the Base Agreement was modified with Modification No. 13 dated _____, 2019; and

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

WHEREAS, the amended engineering services contained in this Modification No. 14, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; 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 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:

The Base Agreement is hereby modified and amended to include the AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 14 BUSINESS PLAN UPDATE, attached hereto as Exhibit A, and incorporated herein by reference.

1. The terms and provisions of Exhibit A shall only apply to the services to be provided which are set forth in Exhibit A.
2. In the event of a conflict between any provision of the Base Agreement and Exhibit A; Exhibit A shall control to the extent it affects any of the services to be performed pursuant to Exhibit A.
3. All other terms of the Base Agreement not amended by the Modification to On-Call Agreement shall remain in full force and effect.

This Modification No. 14 to On-Call Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Modification to On-Call Agreement to be executed on the ____ day of _____, 2019.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ENGINEER:

BY: Bradley M. Hamilton, P.E.
TITLE: Vice President, Director of Aviation

ATTEST:

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [AIR 196-109A]

Airport Name: [Lee's Summit Municipal Airport]
Project No.: [AIR 196-109A]
County: Jackson

STATE AVIATION TRUST FUND PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Crawford, Murphy & Tilly, Inc. (hereinafter the "Consultant"), and the City of Lee's Summit, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Lee's Summit Municipal Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Lee's Summit Municipal Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [AIR 196-109A]

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal

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laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services

performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a 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 Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

~~———— (7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:~~

~~———— (A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is N/A% of the total Agreement dollar value.~~

~~———— (B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:~~

~~http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm~~

~~———— (C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination~~

~~of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.~~

~~1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.~~

~~2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.~~

~~3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.~~

~~4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:~~

~~A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.~~

~~B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.~~

~~C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by~~

actually performing, managing and supervising the services involved and providing the desired product.

~~_____ D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.~~

~~_____ E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.~~

~~_____ 5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.~~

~~_____ 6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.~~

~~_____ 7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:~~

~~_____ A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.~~

~~_____ B. _____ Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.~~

~~_____ C. _____ Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.~~

~~_____ D. _____ Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.~~

~~_____ E. _____ Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).~~

~~_____ F. _____ Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.~~

~~_____ G. _____ Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.~~

~~_____ H. _____ Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.~~

~~_____ I. _____ Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.~~

~~_____ 8. _____ DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 9% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:~~

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(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
_____	_____	_____	_____	_____	_____
TOTAL DBE PARTICIPATION					

~~9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.~~

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
R.A. Wiedemann & Associates, Inc.	P.O. Box 621 Georgetown, KY 40324	Business Plan	\$100,720.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for

inspection by the Sponsor or any of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars (\$25,000). Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of **\$9,951.35**, except that the combined costs and fee will not exceed a maximum amount payable of **\$108,960**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This

information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one- and one-half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed

the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor,

justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;
5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of

terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business

firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with AutoCAD (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the

Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Notwithstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT, and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including,

without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The Consultant shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Consultant shall also comply with all state and federal statutes applicable to Consultant relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

~~(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.~~

~~(20) AVIATION FEDERAL AND STATE CLAUSES:~~

~~(A) Civil Rights — 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the~~

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~~solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.~~

~~_____ (B) Trade Restriction Certification — 49 U.S.C. § 50104, 49 CFR Part 30:~~

~~_____ 1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:~~

~~_____ A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);~~

~~_____ B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and~~

~~_____ C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.~~

~~_____ 2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.~~

~~_____ 3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.~~

~~_____ 4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:~~

~~_____ A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or~~

~~_____ B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or~~

~~_____ C. who incorporates in the public works project any product of a foreign country on such USTR list.~~

~~_____ 5. Nothing contained in the foregoing shall be construed to~~

~~require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.~~

~~6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.~~

~~7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.~~

~~(C) Eligible Employees – Executive Order 07-13:~~

~~1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.~~

~~2. The Consultant shall include the above provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.~~

~~(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:~~

~~1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.~~

~~2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars (\$3,500) and involve driving a motor vehicle in performance of work activities associated with the project.~~

~~(E) Veteran's Preference — 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.~~

~~(F) Federal Fair Labor Standards Act (Federal Minimum Wage) — 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor — Wage and Hour Division.~~

~~(G) Occupational Safety and Health Act of 1970 — 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor — Occupational Safety and Health Administration.~~

~~(H) Energy Conservation Requirements — 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).~~

~~(I) Debarment and Suspension (Non-Procurement) — 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:~~

~~1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.~~

~~2. The Consultant, by administering each lower tier subconsultant agreement that exceeds \$25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:~~

~~A. Checking the System for Award Management at website: <https://www.sam.gov>.~~

~~B. Collecting a certification statement similar to the statement in Subsection (20)(l)1.~~

~~C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.~~

~~3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.~~

~~(J) Lobbying and Influencing Federal Employees — 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:~~

~~1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:~~

~~A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.~~

~~B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~

~~C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.~~

~~2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.~~

~~(K) Contract Workhours and Safety Standards Act Requirements 2 CFR § 200 Appendix II (E)):~~

~~1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.~~

~~2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.~~

~~3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.~~

~~4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring~~

~~the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).~~

~~_____ (P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:~~

~~_____ 1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or~~

~~_____ 2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.~~

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jackson County, Missouri. The parties agree that this Agreement is entered into at Lee's Summit, Missouri and substantial elements of its performance will take place or be delivered at Lee's Summit, Missouri, by reason of which the Consultant consents to venue of any action against it in Jackson County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review,

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and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Robert Hartnett		
SPONSOR'S NAME	City of Lee's Summit		
SPONSOR'S ADDRESS	220 SE Green St. Lee's Summit, MO 64063		
PHONE	816.969.1800	FAX	
E-MAIL ADDRESS	Bob.Hartnett@cityofls.net		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Andrew Bodine, PE, CM		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	1627 Main Street Suite 200 Kansas City, Missouri 64108		
PHONE	816.272.8363	FAX	
E-MAIL ADDRESS	abodine@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement 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 the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

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(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

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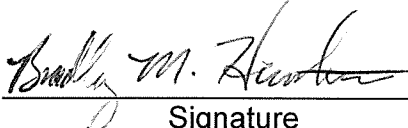
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:
Crawford, Murphy & Tilly, Inc.

Sponsor:
City of Lee's Summit

By: 
Signature

By: _____
Signature

Title: Vice President & Director of Aviation

Title:

ATTEST:

ATTEST:

By: 
Signature

By: _____
Signature

Title: Sr. Vice President

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

Recognizing a steady increase in aircraft operations, the build-out of the previous Master Plan, significant interest in parcels owned by the Airport that provide airfield access, and the Airport's designation as a reliever for Kansas City International (MCI), Lee's Summit Municipal Airport (LXT) is initiating a Master Plan Update. The Master Plan and accompanying Business Plan will provide a vision for the Airport in the short, medium, and long-term timeframes up to 20 years. Due to some area of overlap, the Master Plan and Business Plan will seek to build synergy and minimize unnecessary duplication and set strategic visions for the Airport as growth continues. The following scope presented below is focused on completing a holistic review, analysis, and planning for the airport going forward. This scope contained herein is considered the first phase of the planning process. Phase II will include effort to complete FAA compliant deliverables including the Airport Layout Plan (ALP), Exhibit "A" Property Map, and Airport GIS (AGIS) datasets.

To comply with grant assurances and ensure receipt of federal funding for future development, LXT is required to have an updated, approved ALP on file with FAA. The best way to develop the future vision for LXT, which is then displayed on the ALP, is through a Master Plan Update. Phase I will focus on the following key study elements:

- Update of "baseline" information including recent developments;
- Aviation demand projections;
- Facility Planning (needs assessments, development alternatives, implementation strategies, etc., where applicable)
 - Airfield Improvements
 - General Aviation Facilities (Fixed Base Operator Terminal, Aircraft Hangars, etc.)
 - Support Facilities (Fuel Storage/Farm, Snow Removal/Maintenance Center, etc.)
 - Land-Use
 - Stakeholder/Public Engagement
 - Various Working Papers & Final Report Deliverables

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [AIR 196-109A]

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the planning services enumerated as attached herein.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

Document	Sponsor	FAA	MoDOT	CMT
Final Master Plan Report (PDF) – CD	2	+	+	-
Master Plan Executive Summary	50	N/A	+	2

Electronic versions (in .pdf format) of all deliverables will be provided to the FAA, MoDOT and Airport Sponsor.

TASK 9.0 - BUSINESS PLAN UPDATE

The purpose of a business for LXT is to assess potential means to improve the Airport's financial performance, economic development, and operation. The business plan will evaluate potential development and optimal operations associated with the implementation of the Airport Master Plan. Because the business plan is reliant on the Master Plan, it is desirable to move these two documents forward in concert.

Task 9.1 - Strategic Visioning & Goal Setting

Similar to Task 1.4 (Task 1.4 - Airport Objectives & Guiding Principles), this effort is associated with conducting various stakeholder engagement activities to validate or build consensus on LXT's strategic vision. This task is specific to the business plan update due to the strong likelihood that stakeholders are different from that of the master plan and schedules could require a standalone workshop session. It is important to note that the strategic vision and goal setting task as part of the business plan update is materially different than the master plan update. This task includes **one (1) on-site meeting up to two days** to conduct the necessary visioning and goal setting workshops.

Task 9.2 - Update of Key Business Plan Elements

To understand the commonality between a master plan update and a business plan, a preliminary analysis of key study elements was conducted including a review of the previous business plan as a baseline. It is recognized there are certain study elements which share common analysis and could inform either the master plan or the business plan (example: existing airport conditions). For study elements which where common between both deliverables, the master plan update will be the primary source to develop applicable information.

One key piece of the business plan is identification and confirmation of the City's/Airport management's objectives for operating the Airport through discussions and a Strengths, Weaknesses, Opportunities, & Threats (SWOT) analysis. In this task the team would work with the City and its Economic Development Council to identify the range of stakeholders to include in the SWOT and overall business planning process. This group can include City officials, local businesses, pilot groups, Airport tenants, MoDOT, and others, as desired. From the SWOT and our initial set of meetings a review of the vision statement for the Airport will be conducted and revisions will be made as needed. In addition, an assessment of new opportunities for revenue enhancement that may accompany the runway extension will be done, and review: existing levels of activity, reasons for those levels, expectations for future activity, and opportunities for increased financial production and economic development. The team also anticipates learning about the current economic fabric of the region and any challenges Lee's Summit and its Airport may be facing. By including the EDC in these initial discussions, the team hopes to learn what the current target industries are and how they use the Airport in marketing efforts.

Through a comparison of the two deliverables, the following study elements will be developed under the business plan update:

- ◆ Governance and Staffing
- ◆ Existing Airport Characteristics
- ◆ Market Analysis with Rates & Charges
- ◆ Baseline Financials & Outlook

- ◆ Business Plan Alternatives
- ◆ Industry Trends Impacting LXT
- ◆ Area-Wide Factors Supporting Growth
- ◆ Obstacles to Airport Performance
- ◆ Revenue Enhancement
- ◆ Recommended Plan including Scenario Based Projections
- ◆ Project Management

Information developed through Task 9.2 will be integrated into the master plan update where applicable and information developed through the master plan will be integrated into the business plan where applicable.

Task 9.3 - Report & Deliverables

The business plan is included within the scope of the overall Master Plan effort, but it is intended to be provided as a standalone document. Preliminary, interim, and final copies of the business plan documents for the Airport Sponsor, FAA and MoDOT shall include the following:

Document	Sponsor	MoDOT	CMT
Draft Business Plan Report	3	1	2
Final Business Plan Report	5	1	2
Final Business Plan Report (PDF) – CD	2	1	-
Business Plan Executive Summary	50	1	2

TASK 10.0 STAKEHOLDER COORDINATION

Task 10.1 ~~Lee's Summit City Council Presentations~~

~~Up to two (2) presentations will be made to the Lee's Summit City Council and the Board of Aeronautical Commissioners to present the findings of the Master Plan. Specifically, it is anticipated that these presentations will cover the following study elements (subject to direction by the airport):~~

- ~~◆ Presentation 1: Findings of the Facility Requirements and Alternatives Process~~
- ~~◆ Presentation 2: Recommended Development Plan for the Airport (All Facilities)~~

Task 10.2 ~~General Tenant/Public Information Meetings~~

~~Up to two (2) project information meetings will be held in accordance with project milestones at the direction of the Airport to provide tenants, users, community stakeholders and the public with an opportunity to view and comment on the project progression and the overall "vision" for airport development throughout the 20-year planning horizon. The meeting locations will also be at the direction of the Airport. This task includes effort by the consultant project team to prepare, attend, and summarize the various information meetings.~~

TASK 11.0 PROJECT MANAGEMENT

~~The Consultant will manage the Master Plan and provide oversight. Project management tasks will include routine coordination and management, consisting of monthly project progress report preparation, schedule monitoring, meeting minute preparation, FAA and airport coordination, work plan updates, and project close-out procedures.~~

EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED PROJECTS

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [AIR 196-109A]

150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [AIR 196-109A]

150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [AIR 196-109A]

150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.
6. All staff, procedures and activities related to acquiring the property, including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
7. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Designate contact person (see Section (23)(A)).
10. Pay costs for title searches.

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [AIR 196-109A]

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT
 LEE'S SUMMIT, MISSOURI
 BUSINESS PLAN UPDATE

March 12, 2018

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2019 rates)	<u>COST (\$)</u>
Principal	0	\$77.68	\$0.00
Project Manager II	18	50.88	915.84
Project Engineer I	0	49.19	0.00
Senior Planner I	36	39.29	1,414.44
Senior Engineer I	0	37.26	0.00
Planner I	0	27.60	0.00
GIS Specialist/Sr. Tech I	8	35.33	282.64
Registered Land Surveyor	0	41.58	0.00
Administrative Assistant	0	22.64	0.00
		#N/A	
		#N/A	

62

Total Direct Salary Costs = \$2,612.92

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 174.09 % = \$4,548.83

3 **SUBTOTAL:**

Items 1 and 2 = \$7,161.75

4 **PROFIT:**

15 % of Item 3 Subtotal = \$1,074.26

Subtotal \$8,236.02

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	Miles @	\$0.580 / Mile =	\$0.00
b. Meals	Days @	\$36.00 / Day =	\$0.00
c. Motel	Nights @	\$112.00 / Night =	\$0.00
d. Printing and Shipping		=	\$0.00

Total Out-of-Pocket Expenses = \$0.00

6 **SUBCONTRACT COSTS:**

a. Business Plan (R.A. Wiedemann)	=	\$100,720.00
b.	=	\$0.00
c.	=	\$0.00
d.	=	\$0.00
e.	=	\$0.00
	=	\$100,720.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$108,960.00

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI

SPECIAL SERVICES
Master Plan Update Phase I | Business Plan Update
March 12, 2018

Exhibit V

Classification: Gross Hourly Rate:	Principal \$244.85	Project Manager III \$160.38	Project Engineer I \$155.05	Senior Planner I \$123.84	Senior Engineer I \$117.44	Planner I \$87.00	GIS Specialist Sr. Tech I \$111.36	Registered Land Surveyor \$131.06	Administrative Assistant \$71.36	Other Costs
B. PLANNING TASKS										
1.00 Project Scope Preparation										
1.10 Quality Assurance Plan										
1.20 Kickoff Meeting (On-Site)										
1.30 Airport Objectives & Guiding Principles										
1.40										
2.00 Airport Inventory										
2.10 Utility Inventory										
2.20 Land Use Inventory										
2.30 Environmental Inventory										
2.40 Interviews (One On-Site Meeting Up to Two Days)										
2.50 Inventory Working Paper										
2.60										
3.00 General Aviation & Military (Interant & Local) Forecast										
3.10 Prepare Forecast Working Paper										
3.20										
4.00 Airfield Capacity Analysis										
4.1 Airfield Requirements										
4.2 General Aviation/ Corporate Facilities										
4.3 Land Use / Support Facilities										
4.4 Land Use Development Requirements										
4.5 Facility Requirements Working Paper & Presentation										
4.6										
5.00 Airfield										
5.1 General Aviation / Corporate										
5.2 Support Facilities										
5.3 Land Use Developments										
5.4 Environmental Considerations										
5.5 Working Sessions / Meetings										
5.6 Preferred Development Plan & Working Paper										
5.7										
6.00 Implementation Plan and Capital Improvement Plan										
6.1										
7.00 Airport Influence Area (AIA) Definition										
7.10 Existing Land Use & Regulatory Inventory										
7.20 Land Use Compatibility Assessment										
7.30 Land Use Recommendations										
7.40 Master Plan Report										
8.00 Executive Summary										
8.10 Summary of Documentation and Deliverables										
8.20										
9.00 Strategic Visioning & Goal Setting										
9.10 Update of Key Business Plan Elements										
9.20 Report & Deliverables										
9.30										
10.00 Lee's Summit City Council Presentations (up to 2 presentations)										
10.10 General Tenant Information Meetings (up to 3 meetings)										
10.20										
11.00 Project Progress Reports										
11.10 Project Administration/Coordination										
11.20										
Total hours =	62	18	0	36	0	0	8	0	0	(1,2,3,4,5)
	\$108,956.02	\$2,886.76	\$0.00	\$4,458.36	\$0.00	\$0.00	\$890.89	\$0.00	\$0.00	\$100,720.00
PART B SUBTOTAL =										
GRAND TOTAL =										

- (1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

Exhibit V-1

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS
LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI
Business Plan Update (R.A. Wiedemann)
SUMMARY OF COSTS
March 8, 2019

BUSINESS PLAN UPDATE	\$100,720.00
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Total	\$100,720.00
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EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT
 LEE'S SUMMIT, MISSOURI
 BUSINESS PLAN UPDATE

March 8, 2019

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2019 rates)	<u>COST (\$)</u>
Principal	220	\$71.00	\$15,620.00
Project Manager II	0	0.00	0.00
Project Engineer I	0	0.00	0.00
Senior Planner I	290	54.55	15,819.50
Senior Engineer I	0	0.00	0.00
Planner I	340	43.24	14,701.60
GIS Specialist/Sr. Tech I	0	0.00	0.00
Registered Land Surveyor	0	0.00	0.00
Administrative Assistant	0	0.00	0.00

#N/A

#N/A

850

Total Direct Salary Costs

= \$46,141.10

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @	<u>92.39</u> %	=	\$42,629.76
2b FCCM Rate (Optional) @	<u>0.00</u> %	=	\$0.00

3 SUBTOTAL:

Items 1 and 2

= \$88,770.86

4 PROFIT:10 % of Item 3 Subtotal*

= \$8,877.09

*Note: 0-15% Typical

Subtotal

\$97,647.95

5 OUT-OF-POCKET EXPENSES:

a. Air Fare	3 Trips @	\$650.00 / Mile =	\$1,950.00
b. Rental Car	6 Days @	\$95.00 / Day =	\$570.00
c. Motel	3 Nights @	\$149.00 / Night =	\$447.00
d. Printing and Shipping		\$102.00 =	\$102.00

Total Out-of-Pocket Expenses

= \$3,069.00

6 SUBCONTRACT COSTS:

a.	=	\$0.00
b.	=	\$0.00
c.	=	\$0.00
d.	=	\$0.00
e.	=	\$0.00

= \$0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6

= \$100,720.00

Exhibit V

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI
SPECIAL SERVICES
Business Plan Update (R.A. Wiedemann)
March 8, 2019

Classification: Gross Hourly Rate:	Principal \$150.26	Project Manager II \$0.00	Project Engineer I \$0.00	Senior Planner I \$115.44	Senior Engineer I \$0.00	Planner I \$91.51	GIS Specialist Sr. Tech I \$0.00	Registered Land Surveyor \$0.00	Administrative Assistant \$0.00	Other Costs
B. PLANNING TASKS										
1.00 Project Scope Preparation										
1.10 Quality Assurance Plan										
1.20 Kickoff Meeting (On-Site)										
1.30 Airport Objectives & Guiding Principles										
1.40										
2.00 Airport Inventory										
2.10 Utility Inventory										
2.20 Land Use Inventory										
2.30 Environmental Inventory										
2.40 Interviews (One On-Site Meeting Up to Two Days)										
2.50 Inventory Working Paper										
2.60										
3.00 General Aviation & Military (Itinerant & Local) Forecast										
3.10 Prepare Forecast Working Paper										
3.20										
4.00 Airfield Capacity Analysis										
4.1 Airfield Requirements										
4.2 General Aviation / Corporate Facilities										
4.3 Landside / Support Facilities										
4.4 Land Use Development Requirements										
4.5 Facility Requirements Working Paper & Presentation										
4.6										
5.00 Airfield										
5.1 General Aviation / Corporate										
5.2 Support Facilities										
5.3 Land Use Developments										
5.4 Environmental Considerations										
5.5 Working Sessions / Meetings										
5.6 Preferred Development Plan & Working Paper										
5.7										
6.00 Implementation Plan and Capital Improvement Plan										
6.1										
7.00 Airport Influence Area (AIA) Definition										
7.10 Existing Land Use & Regulatory Inventory										
7.20 Land Use Comorbidity Assessment										
7.30 Land Use Recommendations										
7.40										
8.00 Master Plan Report										
8.10 Executive Summary										
8.20 Summary of Documentation and Deliverables										
8.30										
9.00 Strategic Visioning & Goal Setting										
9.10 Update of Key Business Plan Elements										
9.20 Report & Deliverables										
9.30										
10.00 Lee's Summit City Council Presentations (up to 2 presentations)										
10.10 General Tenant Information Meetings (up to 3 meetings)										
10.20 Project Website										
10.30 Project Progress Reports										
11.00 Project Administration Coordination										
11.20										
Total hours =	850	0	0	290	0	340	0	0	0	11,234.57
Total =	\$100,716.95	\$33,066.45	\$0.00	\$33,478.65	\$0.00	\$31,112.85	\$0.00	\$0.00	\$0.00	\$3,069.00
PART B SUBTOTAL = \$100,720.00										
GRAND TOTAL = \$100,720.00										

- (1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

E. Other Services

1. Business Plan Update **(365) calendar days
after receipt of NTP**

Packet Information

File #: BILL NO. 19-230, **Version:** 1

An Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services for one-year contracts with four possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same. (PWC 10/07/19)

Issue/Request:

An Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services. A one-year contract with four possible one-year renewal options. And authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- City uses on-call surveying services to support several departments
- The term of the contract is for one year, with the potential for two one-year renewals, based upon performance
- Work for this contract is funded by specific projects or programs approved by Council in the City's annual budget
- Project Managers must identify scope and project specific funding to request services
- Two firms were selected, the City will execute a separate contract with each firm

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services for one-year contracts with four possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

SECOND MOTION: I move for approval of an Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services for one-year contracts with four possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

Background:

Several departments within the City require land surveying services for a variety of reasons. The typical users are Public Works, Parks and Recreation, and Administration. The services needed include detailed topographic survey data to prepare in-house engineering design plans, performing boundary surveys, construction staking, emergency services for infrastructure repairs, surveying utility locations, prepare legal descriptions and

exhibits for property, right of way and easements, and many other miscellaneous services.

Staff selected two surveying companies based on their qualifications to increase the flexibility, responsiveness and expertise of the resources available to the City. The firms selected will provide a wide range of services that include construction support, advanced surveying technology in support of design, and extensive local historical records for boundary and legal survey issues.

Specific funding for the surveying services is not allocated in an on-call account. The funding is sourced from specific projects or programs where the work is performed in-house. The budgets for each program or project include money for land surveying, which is approved by Council as part of the annual budget process.

The Public Works Department issued RFQ 2020-015 on July 31, 2019. The RFQ was advertised in the City website and www.PublicPurchase.com. 289 possible firms were notified by Public Purchase along, and the RRQ was published on the City's website for public viewing. 47 firms downloaded the RFQ packet and 14 firms provided responsive submittals by the closing date of August 30, 2019. All submittals were evaluated by a four (4) member City Staff evaluation team from Public Works in consultation with Parks and Recreation. The evaluation team selected the top ranking firms to negotiate contracts for professional services.

Impact/Analysis:

- If not approved, Staff will be unable to perform activities that need survey services.
- The use of two firms will greatly expand the responsiveness of services.
- There is no additional fiscal impact; funding will be provided by specific projects or programs authorized by the annually approved City Budget.

Timeline:

Start: November 11, 2019

Finish: 1 to 5 years, depending on renewal options

Other Information/Unique Characteristics:

[Enter text here]

Dena Mezger, Director of Public Works

Staff recommends approval an Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services for one-year contracts with four possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: The Public Works Committee voted unanimously 4-0 to recommend to City Council approval of Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services for one-year contracts with four possible

one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

BILL NO. 19-230

AN ORDINANCE APPROVING AWARD OF RFQ 2020-15 TO AFFINIS CORPORATION AND TO WILSON & COMPANY, INC., FOR ON-CALL YEARLY PROFESSIONAL LAND SURVEYING SERVICES FOR ONE-YEAR CONTRACTS WITH FOUR POSSIBLE ONE-YEAR RENEWAL OPTIONS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

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

WHEREAS, The term of the contracts is for one year with the potential for four one-year renewals with each of the two firms, based upon performance ; and,

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

WHEREAS, Project Managers must identify scope and project specific funding to request services; and,

WHEREAS, Two firms were selected, the City will execute a separate contract with each firm;

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

SECTION 1. That the agreements for professional land surveying services yearly contract (RFQ No. 2020-15) by and between the City of Lee's Summit, Missouri and Affinis Corporation and Powell and Wilson & Company, Inc., generally for the purpose of professional land surveying services, true and accurate copies attached hereto as Exhibits "1" and "2" and incorporated by reference as if fully set forth herein, are 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.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-230

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

**ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES (RFQ NO. 2020-015-1)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Affinis Corp. (hereinafter "Surveyor").

WITNESSETH:

WHEREAS, City desires to have an on-call professional land surveyor for land surveying services; and

WHEREAS, Surveyor has submitted a proposal for the on-call land surveying services and standard hourly rates and expenses to perform said services; and

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

WHEREAS, Surveyor 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 SURVEYOR**

Surveyor shall provide the following professional land surveying services to the City on an on-call basis ("On-Call Services"):

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

7. Miscellaneous surveying services as required by the City.
8. Emergency surveying services as required by the City.

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

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

ARTICLE III
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Surveyor 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 SURVEYOR

For the services performed by Surveyor pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Surveyor in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Surveyor 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 Surveyor through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.
- C. If so requested by Surveyor, City will make payment monthly for on-call services that have been satisfactorily completed. The City shall make payment to Surveyor within a period not

to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
2. Invoice Number and Date.
3. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
4. Report of monthly progress describing the services completed to date and projected completion time for the work.
5. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

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

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from November 11, 2019 through November 11, 2020. City shall have the option to renew this Agreement at its discretion, for four (4) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Surveyor 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. Surveyor 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 Surveyor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Surveyor 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 Surveyor's contract price.

B. NOTICE OF CLAIM

The Surveyor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Surveyor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Surveyor'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 Surveyor 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 Surveyor.

D. SUB-CONSULTANT'S INSURANCE

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

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

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

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

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

F. PROFESSIONAL LIABILITY

Professional Liability, or Errors and Omissions Insurance protection must be carried by Surveyor 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 Surveyor 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 Surveyor against all claims under applicable state Workers' Compensation laws. The Surveyor 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 Surveyor nor has the City assessed the risk that may be applicable to the Surveyor.
2. The Surveyor'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 Surveyor.
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 Surveyor 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:** Surveyor warrants that Surveyor has not employed or retained any company or person, other than a bona fide employee working for the Surveyor, to solicit or secure this Agreement, and that Surveyor 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 LAND SURVEYING DOCUMENTS:** Payment by City to Surveyor 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 Surveyor 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 Surveyor.
- 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 Surveyor shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Surveyor 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 Surveyor 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 Surveyor. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Surveyor for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Surveyor 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 Surveyor shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Surveyor but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Surveyor shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Surveyor shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

Exhibit 1 to Bill / Ordinance

- F. **SUBLETTING ASSIGNMENT OR TRANSFER:** Surveyor 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 Surveyor 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 Surveyor's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Surveyor and consulting with him/her at such time. Conferences are to be held at the request of City or Surveyor.
- H. **SURVEYOR'S ENDORSEMENT:** Surveyor shall endorse all plans, specifications, estimates, and land surveying data furnished by him/her.
- I. **INSPECTION OF DOCUMENTS:** Surveyor shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Surveyor'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:** Surveyor 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 Surveyor, or its employees, or sub consultants, in the performance of Surveyor'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 Surveyor for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Surveyor pursuant to Article IV of this Agreement.
- L. **PROFESSIONAL RESPONSIBILITY:** Surveyor will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional land surveying practices. If Surveyor fails to meet the foregoing standard, Surveyor will perform at its own cost, and without reimbursement from City, the professional land surveying services necessary to correct errors and omissions that are caused by Surveyor's failure to comply with above standard, and that are reported to Surveyor within one year from the completion of Surveyor'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.

Exhibit 1 to Bill / Ordinance

- Q. SAFETY: In the performance of its services, Surveyor 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: Surveyor 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 Surveyor 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 Surveyor under this Agreement. Surveyor 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 Surveyor. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Surveyor.
- 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 Surveyor shall be addressed to:

Affinis Corp.
8900 Indian Creek Parkway, Suite 450
Overland Park, KS 66210

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 Surveyor.

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

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Brian W. Head, City Attorney

AFFINIS CORP.

_____

BY: Robert L. Ubben

TITLE: Vice President / Treasurer

ATTEST:



Exhibit “A”
City of Lee’s Summit, MO
Land Survey On-Call Billing Rate Schedule
October 1, 2019- September 30, 2020

Professional Services	Billing Rate
Principal	\$260.00
Senior Project Manager	\$235.00
Project Manager	\$190.00
Senior Engineer II	\$185.00
Senior Engineer I	\$180.00
Engineer III	\$165.00
Engineer II	\$135.00
Engineer I	\$120.00
Intern Engineer (IE) II	\$115.00
Intern Engineer (IE) I	\$105.00
Construction Services Manager	\$155.00
Cost Estimator	\$130.00
Senior Cost Estimator	\$165.00
Project Representative II	\$130.00
Project Representative I	\$100.00
Design Technician II	\$140.00
Design Technician I	\$110.00
CADD Technician II	\$100.00
CADD Technician I	\$85.00
GIS Specialist	\$85.00
Land Surveyor III	\$175.00
Land Surveyor II	\$115.00
Land Surveyor I	\$110.00
Survey Crew Member II	\$105.00
Survey Crew Member I	\$80.00
One-Person Survey Crew	\$135.00
Project Related Support Services II	\$105.00
Project Related Support Services I	\$90.00
Equipment Charges	
Automobile Mileage	\$0.58/mile
Survey Vehicle Mileage	\$0.75/mile
Boat Rental	\$12.00/hour

**ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES (RFQ NO. 2020-015-2)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Wilson & Company, Inc. (hereinafter "Surveyor").

WITNESSETH:

WHEREAS, City desires to have an on-call professional land surveyor for land surveying services; and

WHEREAS, Surveyor has submitted a proposal for the on-call land surveying services and standard hourly rates and expenses to perform said services; and

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

WHEREAS, Surveyor 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 SURVEYOR**

Surveyor shall provide the following professional land surveying services to the City on an on-call basis ("On-Call Services"):

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

7. Miscellaneous surveying services as required by the City.
8. Emergency surveying services as required by the City.

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

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

**ARTICLE III
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Surveyor 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 SURVEYOR**

For the services performed by Surveyor pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Surveyor in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Surveyor 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 Surveyor through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.
- C. If so requested by Surveyor, City will make payment monthly for on-call services that have been satisfactorily completed. The City shall make payment to Surveyor within a period not

to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
2. Invoice Number and Date.
3. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
4. Report of monthly progress describing the services completed to date and projected completion time for the work.
5. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

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

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from November 11, 2019 through November 11, 2020. City shall have the option to renew this Agreement at its discretion, for four (4) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Surveyor 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. Surveyor 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 Surveyor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Surveyor 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 Surveyor's contract price.

B. NOTICE OF CLAIM

The Surveyor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Surveyor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Surveyor'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 Surveyor 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 Surveyor.

D. SUB-CONSULTANT'S INSURANCE

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

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

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

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

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

F. PROFESSIONAL LIABILITY

Professional Liability, or Errors and Omissions Insurance protection must be carried by Surveyor 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 Surveyor 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 Surveyor against all claims under applicable state Workers' Compensation laws. The Surveyor 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:
Employer's Liability:
Bodily Injury by Accident:
Bodily Injury by Disease:
Bodily Injury by Disease:

Statutory

\$100,000 Each Accident
\$500,000 Policy Limit
\$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 Surveyor nor has the City assessed the risk that may be applicable to the Surveyor.
2. The Surveyor'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 Surveyor.
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 Surveyor 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:** Surveyor warrants that Surveyor has not employed or retained any company or person, other than a bona fide employee working for the Surveyor, to solicit or secure this Agreement, and that Surveyor 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 LAND SURVEYING DOCUMENTS:** Payment by City to Surveyor 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 Surveyor 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 Surveyor.
- 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 Surveyor shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Surveyor 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 Surveyor 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 Surveyor. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Surveyor for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Surveyor 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 Surveyor shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Surveyor but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Surveyor shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Surveyor 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:** Surveyor 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 Surveyor 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 Surveyor's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Surveyor and consulting with him/her at such time. Conferences are to be held at the request of City or Surveyor.
- H. **SURVEYOR'S ENDORSEMENT:** Surveyor shall endorse all plans, specifications, estimates, and land surveying data furnished by him/her.
- I. **INSPECTION OF DOCUMENTS:** Surveyor shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Surveyor'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:** Surveyor 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 Surveyor, or its employees, or sub consultants, in the performance of Surveyor'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 Surveyor for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Surveyor pursuant to Article IV of this Agreement.
- L. **PROFESSIONAL RESPONSIBILITY:** Surveyor will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional land surveying practices. If Surveyor fails to meet the foregoing standard, Surveyor will perform at its own cost, and without reimbursement from City, the professional land surveying services necessary to correct errors and omissions that are caused by Surveyor's failure to comply with above standard, and that are reported to Surveyor within one year from the completion of Surveyor'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.

Exhibit 2 to Bill / Ordinance

- Q. SAFETY: In the performance of its services, Surveyor 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: Surveyor 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 Surveyor 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 Surveyor under this Agreement. Surveyor 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 Surveyor. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Surveyor.
- 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 Surveyor shall be addressed to:

Wilson & Company, Inc.
800 East 101st Terrace, Suite 200
Kansas City, MO 64131

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 Surveyor.

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

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Brian W. Head, City Attorney

WILSON & COMPANY, INC.


BY: Justin A. Klauert

TITLE: Operations Manager

ATTEST:

Carol R. Davenport

EXHIBIT A



CONFIDENTIAL

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

SURVEY & MAPPING STANDARD RATE SCHEDULE

23-Sep-19

CONTRACT LABOR CATEGORY	Hourly Rate	Overtime Rate
Principal	\$203.79	\$203.79
Project Manager /Surveyor, RPLS Sr	\$158.10	\$158.10
Sr. Survey Crew Chief	\$111.27	\$166.91
Survey Crew Chief	\$83.51	\$125.27
Field Technician III	\$61.26	\$91.89
Field Technician II	\$46.56	\$69.84
CADD Specialist, Sr	\$103.81	\$155.72
CADD Specialist, Mid Level	\$84.95	\$127.43
CADD Specialist, Jr	\$80.17	\$120.26
GIS Specialist / Remote Sensing, Sr	\$142.35	\$142.35
GIS Specialist / Remote Sensing, Mid Level	\$116.53	\$174.80
GIS Specialist / Remote Sensing, Jr	\$105.15	\$157.73
DIRECT EXPENSES		
	Rate	Unit
Travel and Subsistence		
Lodging	GSA	day
Meals	GSA	day
Miles (passenger vehicle)	GSA	mile
Equipment		
Survey Truck (fully Loaded)	\$ 0.95	mile
GPS	\$ 125.00	day
Robotic Total Station	\$ 125.00	day
ATV	\$ 85.00	day
Boat with Hydro Equip	\$ 175.00	day
3D Laser Scanner	\$ 600.00	day
Excavator	\$ 175.00	day
Survey Supplies	Actual	

CITY OF LEE'S SUMMIT
PURCHASING DIVISION
STANDARDIZED EVALUATION FORM

Final Composite Ranking Sheet for RFQ 2020-015 On Call Land Surveying Services

	Firm's Name City & State	Firm's Name City & State	Firm's Name City & State	Firm's Name City & State
RFQ No. 2017-302 Project: On Call Land Surveying Services	Affinis Corp.	Wilson & Co. Inc.	Renaissance Intrastructe Consulting (RIC)	Olsson
Final ranking of firms by evaluation committee	1st top ranking firm	2nd top ranking firm	3rd top ranking firm	4th top ranking firm
Criteria used to evaluate firms on interview presentation as follows:				
1. Experience and availability of key personnel	1	2	3	4
2. Experience on similar projects	1	3	2	4
4. Project Approach/Work Plan	1	2	3	4
5. Critical Issues	1	2	3	4
6. Solutions	1	3	4	3
LOWER NUMBER IS BETTER	5	12	15	19
Evaluation Committee reviewed Three (14) RFQ submittals, Ranked the top 4 firms*; Top 2 selected for contract award based on submittals; no interviews				
Committee generally concurred that 4 firms presented the best qualifications; signifant change in scope, capabilities, municipal experience, etc.				

Packet Information

File #: BILL NO- 19-231, **Version:** 1

An Ordinance approving Change Order #2 to the contract with Vance Brothers, Inc. for the Surface Seal 19/20 project, for an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion. (PWC 10/07/19)

Issue/Request:

An Ordinance approving Change Order #2 to the contract with Vance Brothers, Inc. for the Surface Seal 19/20 project, for an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion.

Key Issues:

- ☐ Microad is a new variation of micro surface designed of heavily-traveled roads
- ☐ The new Microad System uses a different aggregate (granite) and polymer/emulsion, than traditional micro surface.
- ☐ The Microad System should produce in a longer-lasting surface seal that will stay darker longer

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance approving Change Order #2 to the contract with Vance Brothers, Inc. for the Surface Seal 19/20 project, for an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion.

SECOND MOTION: I move adoption of an Ordinance approving Change Order #2 to the contract with Vance Brothers, Inc. for the Surface Seal 19/20 project, for an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion.

Background:

The scope of this project included the application of 426,056 square yards of surface seal (micro surface) in 25 areas throughout the City. The Microad System will be utilized on Todd George Parkway between McKee Lane and Tudor Road, which is 5% of project total project. Microad system is an enhanced micro surface process that uses a granite aggregate and modified polymer/emulsion mixture. The combination of aggregate and chemicals is designed to produce a longer lasting seal coat that should reduce the long-term maintenance cost. The granite will be black granite so the seal coat will stay darker longer. The dark aggregate reduces glare and speeds up snow melt.

Additional time is needed to facilitate equipment mobilization and importing aggregate from Farmington, MO. An additional ten (10) days will be added to the contract to account for this additional work.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Dena Mezger, Director of Public Works

Recommendation: Staff recommends approval an Ordinance approving Change Order #2 to the contract with Vance Brothers, Inc. for the Surface Seal 19/20 project, for an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion.

Committee Recommendation: The Public Works Committee voted unanimously 4-0 to recommend to City Council approval of an Ordinance approving Change Order #2 to the contract with Vance Brothers, Inc. for the Surface Seal 19/20 project, for an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion.

BILL NO. 19-231

AN ORDINANCE APPROVING CHANGE ORDER #2 TO THE CONTRACT WITH VANCE BROTHERS, INC. FOR THE SURFACE SEAL 19/20 PROJECT, FOR AN INCREASE OF \$10,208.00 FOR A REVISED CONTRACT PRICE OF \$1,107,780.35 AND AN INCREASE OF 10 CALENDAR DAYS TO REACH SUBSTANTIAL AND FINAL COMPLETION.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Vance Brothers Inc., for the Surface Seal 19/20 project, being undertaken by the City's Public Works Department; and,

WHEREAS, Microad is a new variation of micro surface designed for heavier traveled roads; and,

WHEREAS, Microad System uses a different aggregate (granite) and polymer/emulsion, than traditional micro surface.; and,

WHEREAS, an additional 10 calendar days will be added to the contract to complete this work.

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

SECTION 1. That the Change Order No. 2 to the contract between the City of Lee's Summit, Missouri and Vance Brothers, Inc.. for the Surface Seal 19/20 project, an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion, a true and accurate copy attached hereto as Change Order No. 2 and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-231

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



Lee's Summit

Change Order Details

Surface Seal 19-20

Description	Application of APWA Type I (ISSA Type II) Improved Street Micro-Surface to streets or segments of streets as specified by the Owner, including all materials, labor, equipment, supervision, and any and all other items necessary to complete the work. Project No. 324-19/20 (slurry) PO# 124407 NOTE: Appia Notice to Proceed date represents the contract Notice of Award. Appia Construction Start Date represents the project Notice to Proceed as defined in the contract.
Prime Contractor	Vance Brothers, Inc. 5201 Brighton Kansas City, MO 64130-0107
Change Order	2
Status	Pending
Date Created	09/27/2019
Type	City Council Approval
Summary	Microad System on Todd George
Change Order Description	Microad System is an new enhanced micro surfacing product that uses granite rock and different polymer/emulsion than standard micro surfacing. The black granite is hauled in from Farmington Mo.
Awarded Project Amount	\$1,061,749.75
Authorized Project Amount	\$1,107,780.35
Change Order Amount	\$10,208.00

Revised Project Amount \$1,117,988.35

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Surface Seal 19/20									
0001	2.01	SY	\$2.440	444,921.000	\$1,085,607.24	-23,200.000	-\$56,608.00	421,721.000	\$1,028,999.24
Type II Micro Surfacing									
Reason: Will be replaced with the Microad System									
1 item			Totals		\$1,085,607.24		-\$56,608.00		\$1,028,999.24

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Surface Seal 19/20					
0020	65C - Microad System	SY	23,200.000	\$2.880	\$66,816.00
Microad System is an new enhanced micro surfacing product that uses granite rock and different polymer/emulsion than standard micro surfacing.					
1 item					Total: \$66,816.00

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	90.0 Days	97.0 Days	10.0 Days	107.0 Days
Substantial Completion				
Reason: Staging for Microad System				
1 time limit				

Attachments

Document	Name	Description	Submission Date
Copy_of_Email_Request.png	Microad System Email from Vance Brothers, Inc	Email detailing price increase for Microad System and an increase in construction time.	09/27/2019 08:14 AM CDT
1 attachment			

Packet Information

File #: BILL NO. 19-232, **Version:** 1

An Ordinance approving the execution of two grant agreements by and between the State of Missouri, Department of Transportation Traffic and Highway Safety Division and the City of Lee's Summit, Missouri for the Missouri Highway Safety Program. (F&BC 10/14/19)

Issue/Request:

The City, through the Lee's Summit Police Department, applied for and has been awarded two grants by the Missouri Department of Transportation, Traffic and Highway Safety Division. The first grant awarded the City \$32,250.00 for a Hazardous Moving Violation Project, and the second grant awarded the City \$27,000.00 for an Impaired Driving Enforcement/DWI Saturation Project. The grants will provide the City with funding to implement programs intended to reduce the number and severity of traffic crashes occurring on Missouri roadways and reduce traffic fatalities and injuries.

Under first grant agreement, the City will be reimbursed for funds spent on programs that reduce speeding and aggressive driving within the City borders. Funds from the second grant agreement will be spent on programs that reduced impaired driving in the City. Both grant agreements have a term starting October 1, 2019 and ending September 30, 2020.

The Lee's Summit Police Department desires the City to accept the grant awards by passing this ordinance and executing the grant agreements with the Missouri Department of Transportation, Traffic and Highway Safety Division for the Hazardous Moving Violation Project and the Impaired Driving Enforcement/DWI Saturation Project.

Proposed Committee Motion:

I move to recommend approval to the City Council an Ordinance approving the execution of two grant agreements by and between the State of Missouri, Department of Transportation Traffic and Highway Safety Division and the City of Lee's Summit, Missouri for the Missouri Highway Safety Program.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance approving the execution of two grant agreements by and between the State of Missouri, Department of Transportation Traffic and Highway Safety Division and the City of Lee's Summit, Missouri for the Missouri Highway Safety Program.

SECOND MOTION: I move for adoption of an Ordinance approving the execution of two grant agreements by and between the State of Missouri, Department of Transportation Traffic and Highway Safety Division and the City of Lee's Summit, Missouri for the Missouri Highway Safety Program.

Background:

For the past several years, the Lee's Summit Police Department has worked with the MoDOT Highway Safety

and Traffic Division on their highway safety campaigns. Some of the past campaigns have included:

- Click it or Ticket
- You Drink, You Drive, You Lose
- Operation Safe Teen
- Hazardous Moving Enforcement
- DWI Enforcement
- Aggressive Driver Enforcement

Grants through MoDOT have funded these past initiatives.

The grant funding is for 2019 - 2020 and will pay for overtime, training, and equipment to execute a hazardous moving violation project, and a DWI enforcement project. The passage of this ordinance and execution of these agreements will constitute acceptance of the grant awards.

Timeline:

Start: October 1st, 2019

Finish: September 30th, 2020

Travis Forbes, Police Chief

Staff recommends approval.

BILL NO. 19-232

AN ORDINANCE APPROVING THE EXECUTION OF TWO GRANT AGREEMENTS BY AND BETWEEN THE STATE OF MISSOURI, DEPARTMENT OF TRANSPORTATION TRAFFIC AND HIGHWAY SAFETY DIVISION AND THE CITY OF CITY OF LEE'S SUMMIT, MISSOURI FOR THE MISSOURI HIGHWAY SAFETY PROGRAM.

WHEREAS, the City, through the Lee's Summit Police Department, applied for and has been awarded two grants by the Missouri Department of Transportation, Traffic and Highway Safety Division. The first grant awarded the City \$32,250.00 for a Hazardous Moving Violation Project, and the second grant awarded the City \$27,000.00 for an Impaired Driving Enforcement/DWI Saturation Project. The grants will provide the City with funding to implement programs intended to reduce the number and severity of traffic crashes occurring on Missouri roadways and reduce traffic fatalities and injuries; and,

WHEREAS, under the first grant agreement, the City will be reimbursed for funds spent on programs that reduce speeding and aggressive driving within the City borders. Funds from the second grant agreement will be spent on programs that reduce impaired driving in the City. Both grant agreements have a term starting October 1, 2019 and ending September 30, 2020; and,

WHEREAS, the Lee's Summit Police Department desires the City to accept the grant awards by passing this ordinance and executing the grant agreements with the Missouri Department of Transportation, Traffic and Highway Safety Division for the Hazardous Moving Violation Project and the Impaired Driving Enforcement/DWI Saturation Project; and,

WHEREAS, on February 19, 2019, the City Council passed Resolution 19-04 supporting the application for grant funding and the City's participation in the Missouri Highway Safety Program; and,

WHEREAS, the City desires to accept the grant award by entering into agreements with the Missouri Department of Transportation Traffic and Highway Safety Division for the Hazardous Moving Violation Project and the Impaired Driving Enforcement/DWI Saturation Project.

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

SECTION 1. The State of Missouri, Department of Transportation Traffic and Highway Safety Division grant award of \$32,250.00 for a Hazardous Moving Violation Project and a grant award in the amount of \$27,000.00 for an Impaired Driving/DWI Saturation Project, is hereby approved and the Mayor is hereby authorized to execute any and all documents necessary to accept such grant awards on behalf of the City of Lee's Summit, Missouri.

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

BILL NO. 19-232

SECTION 3. That 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:

Chief Counsel of Public Safety, Beth Murano

CONTRACT

Form HS-1

Revision Reason: Other

Version: 2

08/20/2019

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: DWI Saturation Enforcement
Project Number: 20-M5HVE-03-017
Project Category: 405d Mid HVE
Program Area: Impaired Driving

Funding Source: 405d / 20.616

Type of Project: Initial

Started: 10/01/2019

Federal Funds Benefiting	
State:	
Local:	\$27,000.00
Total:	\$27,000.00

Source of Funds	
Federal:	\$27,000.00
State:	
Local:	\$0.00
Total:	\$27,000.00

Name of Grantee
Lee's Summit Police Dept.

Grantee County
Jackson

Grantee Address
10 NE Tudor Rd

Lee's Summit, MO 64063-2313

Telephone
816-969-1700

Fax
816-969-1635

Contract Period
Effective: 10/01/2019
Through: 09/30/2020

Prepared By
Wilson, Scott

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$27,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT

A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - 1. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

- X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement .

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered . Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. ASSIGNMENT The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. LAW OF MISSOURI TO GOVERN This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XVI. VENUE It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XVII. SECTION HEADINGS All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

XVIII. NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

*The Highway Safety and Traffic Division is aware of the pending 2018 change in CFDA numbers to Assistance Listings. At the time of this contract preparation, the final format of revised CFDA/Assistance Listings was not available from the U.S. General Services Administration (GSA). Once final CFDA numbers are available, the Highway Safety and Traffic Division will provide them via memo .

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The Subrecipient's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report* Form.
- 5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
- 6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
- 7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non- POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts .
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82.4 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Jackson County and the City of Lee's Summit consistently has consistently experienced a high percentage of drinking involved crashes. The following shows a comparative analysis of where Jackson County and Lee's Summit rank as compared to other cities and counties in Missouri using data from the most current available data, 2015-2017:

Drinking Involved Crashes:

Jackson County - 2nd in the State

Lee's Summit - 8th in the State

Serious Injury Drinking Involved Crashes:

Jackson County - 1st in the State

Lee's Summit - 9th in the State

Fatal Drinking Involved Crashes:

Jackson County - 1st in the State

Lee's Summit - 7th in the State

The City of Lee's Summit covers approximately 65 square miles and encompasses several state highways, one interstate and one US highway. Lee's Summit also has major intersections and corridors off these highway systems that handle a large amount of motor vehicle traffic. The high crash times are from 6:00 a.m. to 10:00 p.m., where there is a considerable drop off. In 2017 Lee's Summit Police Department made 198 DWI arrests.

In 2018 the Lee's Summit Police Department issued 10,315 citations and 9,787 written warnings. Below is a breakdown of a few of the citation categories:

Speeding - 6,277

DWI - 143

Lane Violation - 410

Signs and Signals - 855

Seatbelt - 283

GOALS/OBJECTIVES

Core Performance Measure Goals

1. To decrease alcohol-impaired driving involved fatalities by 3.45 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 230.3 by December 31, 2019.

Other Performance Measure Goals

1. To decrease alcohol-impaired driving involved serious injuries by 7.51 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 505.1 by December 31, 2019.

Develop and implement a plan that focuses on DWI enforcement at high crash locations and corridors during peak hours. This will include public education and announcements via different media outlets .

PROJECT DESCRIPTION

The Lee's Summit Police Department (LSPD) made 212 arrests for driving under the influence in 2018. The City of Lee's Summit has a downtown district that contains numerous food and alcoholic beverage businesses. LSPD will conduct saturation patrols with sworn officers in this area to educate , provide safety and security for those enjoying the downtown district. It is anticipated these efforts in and around the downtown district will lower the number of intoxicated /impaired drivers on the roadways.

LSPD consists of 147 sworn personnel. The officers have mobile data terminals (MDT), mobile video audio recording (MVAR), radar units, and lasers to assist them with their investigations. The department also utilizes mobile ticketing, which makes for a more efficient use of officers and citizens time . This system is also beneficial to the courts for processing the citations.

The LSPD Traffic Sergeants will monitor our records management system (RMS) for driving while impaired arrests to effectively focus officer's efforts on locations where these arrests occur .

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
Due to the sobriety checkpoints becoming unfunded, LSPD did not utilize all monies awarded. The sobriety checkpoint ruling was detrimental to our efforts. These checkpoints are expensive to run and with the monies being pulled it made it nearly impossible to effectively spend our allotted amount.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18	Total number of DWI violations written by your agency.	143
19	Total number of speeding violations written by your agency.	6145
20	Total number of HMV violations written by your agency.	4984
21	Total number of child safety/booster seat violations written by your agency.	57
22	Total number of safety belt violations written by your agency.	265
23	Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	4901
25	Total number of traffic crashes resulting in a fatality.	10
26	Total number of traffic crashes resulting in a serious injury.	64
27	Total number of speed-related traffic crashes.	578
28	Total number of speed-related traffic crashes resulting in a fatality.	5
29	Total number of speed-related traffic crashes resulting in a serious injury.	8
30	Total number of alcohol-related traffic crashes.	149
31	Total number of alcohol-related traffic crashes resulting in a fatality.	2
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	9
33	Total number of unbuckled fatalities.	4
34	Total number of unbuckled serious injuries.	8

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	147
36	Total number of commissioned patrol and traffic officers.	90
37	Total number of commissioned law enforcement officers available for overtime enforcement.	147
38	Total number of vehicles available for enforcement.	35
39	Total number of radars/lasers.	38

40	Total number of in-car video cameras.	35
41	Total number of PBTs.	32
42	Total number of Breath Instruments.	2

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Officers will focus on the downtown bar district and surrounding areas . Traffic Sergeants will utilize the department RMS to track impaired drivers and locations of arrests. This will allow them to effectively assign enforcement areas within the city where a problem is known to exist.

Lee's Summit has one interstate, one US highway and several state highways that travel through the city. Officers will also focus their efforts along these major highways and corridors coming off highway systems within the city limits. Lee's Summit has over 65 square miles and many roadways and thoroughfares that connect the city. The population continues to climb over 100,000 citizens, so the roadways are extremely busy.

44 Enter the number of enforcement periods your agency will conduct each month. 7

45 Enter the months in which enforcement will be conducted.

Enforcement will be conducted each month through the year.

46 Enter the days of the week in which enforcement will be conducted.

All days will be considered. Enforcement efforts will be in conjunction with arrests for driving while impaired as reported in the RMS. Efforts will most likely be centered around weekends and holidays .

47 Enter the time of day in which enforcement will be conducted.

Enforcement efforts will be in conjunction with arrests for driving while impaired as reported in the RMS . The city experiences these types of arrests at all hours of the day and night; however, these are typically handled more during the hours of darkness.

48 Enter the number of officers assigned during the enforcement period. 12

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Lee's Summit Police Department will continually evaluate this program by conducting monthly audits of activity and results.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Overtime for sworn officers to conduct DWI saturation patrols	1.00	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00
					\$25,000.00	\$0.00	\$25,000.00
Training							
	Professional Development	DWI/DRE State Conference	4.00	\$500.00	\$2,000.00	\$0.00	\$2,000.00
					\$2,000.00	\$0.00	\$2,000.00
Total Contract					\$27,000.00	\$0.00	\$27,000.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	DWI Signed Application.p	02/26/2019
PDF	PDF Document	Resolution.pdf	02/26/2019

CONTRACT

Form HS-1

Revision Reason: Other

Version: 2

08/20/2019

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: HMV Enforcement
Project Number: 20-PT-02-091
Project Category: Police Traffic Services
Program Area: Police Traffic Services

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2019

Federal Funds Benefiting	
State:	
Local:	\$32,250.00
Total:	\$32,250.00

Source of Funds	
Federal:	\$32,250.00
State:	
Local:	\$0.00
Total:	\$32,250.00

Prepared By
Wilson, Scott

Contract Period
Effective: 10/01/2019
Through: 09/30/2020

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$32,250.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT

A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSR.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - 1. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

- X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement .

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered . Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. ASSIGNMENT The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. LAW OF MISSOURI TO GOVERN This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XVI. VENUE It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XVII. SECTION HEADINGS All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

XVIII. NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

*The Highway Safety and Traffic Division is aware of the pending 2018 change in CFDA numbers to Assistance Listings. At the time of this contract preparation, the final format of revised CFDA/Assistance Listings was not available from the U.S. General Services Administration (GSA). Once final CFDA numbers are available, the Highway Safety and Traffic Division will provide them via memo.

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The Subrecipient's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report* Form.
- 5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
- 6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
- 7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non- POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts .
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

PROBLEM IDENTIFICATION

Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 46 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Nearly 37 percent of all Missouri fatalities over the last five years were speed-related.

According to the Missouri State Highway Patrol Crash Statistics, there were 66,370 motor vehicle crashes investigated by all law enforcement agencies in Jackson County from 2015-2017. Out of 69,782 crashes investigated, 1,495 resulted in disabling injury and 263 fatalities.

The City of Lee's Summit consistently has problems with speed-involved crashes. Jackson County ranked 1st in state for speed involved fatalities and first in the state for disabling injury crashes involving speed. Lee's Summit as a city ranked 7th and 10th respectfully. The following shows comparative analysis of where Lee's Summit ranks as compared to other cities and counties in Missouri for speed-involved crashes.

The City of Lee's Summit covers approximately 65 square miles and encompasses several state highways, one interstate and one US highway. Lee's Summit also has major intersections and corridors off these highway systems that handle a large amount of motor vehicle traffic. The high crash times are from 6:00 a.m. to 10:00 p.m., where there is a considerable drop off.

In 2018 the Lee's Summit Police Department issued 10,315 citations and 9,787 written warnings. Below is a breakdown of a few of the citation Categories:

Speeding - 6,277

DWI - 143

Lane Violation - 410

Signs and Signals - 855

Seatbelt - 283

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on an annual average increase of 5.75 percent in aggressive driving fatalities 2012-2017, Missouri is projecting 331.7 five-year average speed related fatalities by December 31, 2019.

Other Performance Measure Goals

1. Based on an annual average increase of 2.53 percent in aggressive driving related fatalities from 2012 to 2017, Missouri is projecting 482.3 five-year average aggressive driving related fatalities by December 31, 2019.

Develop and implement a plan that focuses on hazardous moving violations at high crash locations and corridors. The Lee's Summit Police Department plans to identify areas with several high crash locations and develop a formal project to address crashes in these areas.

PROJECT DESCRIPTION

The Lee's Summit Police Department (LSPD) will have sworn police officers conduct hazardous moving violation (HMV) enforcement in an effort to educate the motoring public on the dangers associated with aggressive driving . This is anticipated to be a continuing effort throughout the year . Officers will focus on high crash/complaint areas, and/or areas known for dangers associated with aggressive driving, such as the interstate, state highways, and local thoroughfares. In 2018 LSPD investigated 4,901 motor vehicle crashes.

LSPD consists of 147 sworn police personnel most of whom are able to effectively conduct enforcement . The officers have the ability to utilize in-car radar systems and/or lidar speed detection devices for these efforts . LSPD also utilizes mobile ticketing, which allows for an efficient interaction with motorists and provides a good tracking system for not only the police department, but the court as well.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. Due to a shortage of staffing some funds were not able to be expended. Staffing is now back to a manageable level so this issue should not be a problem in future.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.	

18	Total number of DWI violations written by your agency.	143
19	Total number of speeding violations written by your agency.	6145
20	Total number of HMV violations written by your agency.	4984
21	Total number of child safety/booster seat violations written by your agency.	57
22	Total number of safety belt violations written by your agency.	264
23	Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	4901
25	Total number of traffic crashes resulting in a fatality.	10
26	Total number of traffic crashes resulting in a serious injury.	64
27	Total number of speed-related traffic crashes.	578
28	Total number of speed-related traffic crashes resulting in a fatality.	5
29	Total number of speed-related traffic crashes resulting in a serious injury.	8
30	Total number of alcohol-related traffic crashes.	149
31	Total number of alcohol-related traffic crashes resulting in a fatality.	2
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	9
33	Total number of unbuckled fatalities.	4
34	Total number of unbuckled serious injuries.	8

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	147
36	Total number of commissioned patrol and traffic officers.	90
37	Total number of commissioned law enforcement officers available for overtime enforcement.	147
38	Total number of vehicles available for enforcement.	35
39	Total number of radars/lasers.	38
40	Total number of in-car video cameras.	35

41 Total number of PBTs. 32

42 Total number of Breath Instruments. 2

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Officers will focus on top crash locations as recorded in the LSPD Records Management System (RMS). They will also focus on high traffic complaint areas as reported by citizens who often request assistance with enforcement. The City of Lee's Summit has one Interstate (I-470), one US highway (US 50 Hwy.) and several state highway's that run through the city. Lee's Summit is over 65 square miles and has many roadways and thoroughfares that connect the city.

The city has seen an increase in traffic crashes over recent years as the population continues to climb over 100,000 citizens. There are major intersections in the city that handle large amounts of traffic on a daily basis. These areas typically contribute to the top crash locations within the city. It is anticipated that officers will show a strong presence in these particular areas in an effort to educate drivers of the consequences of aggressive and/or poor driving behaviors.

44 Enter the number of enforcement periods your agency will conduct each month. 25

45 Enter the months in which enforcement will be conducted.

Enforcement will be conducted during all months of the year.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will be conducted on all days of the week.

47 Enter the time of day in which enforcement will be conducted.

Enforcement efforts will be conducted beginning in the early morning hours beginning around 6:00 a.m and go through the evening rush hours, typically ending around 10:00 p.m.. This is in conjunction with reported crash data.

48 Enter the number of officers assigned during the enforcement period. 14

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Lee's Summit Police Department will conduct monthly audits of time used and results to ensure funds are used in the most appropriate areas of high crash locations.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
					\$0.00	\$0.00	\$0.00
Personnel							
	Overtime and Fringe	Overtime for commissioned officers to conduct HVM enforcement	1.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
					\$30,000.00	\$0.00	\$30,000.00
Training							
	Professional Development	Three officers to attend LETSAC Conference	3.00	\$750.00	\$2,250.00	\$0.00	\$2,250.00
					\$2,250.00	\$0.00	\$2,250.00
Total Contract					\$32,250.00	\$0.00	\$32,250.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	HMV Signed Application.1	02/26/2019
WORD	City Authorization Form	Resolution.pdf	02/26/2019

Packet Information

File #: BILL NO. 19-233, **Version:** 1

An Ordinance authorizing the execution of all necessary intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including its HealthNet Division to permit the City to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program. (F&BC 10/14/19)

Issue/Request:

Adoption of an Ordinance authorizing execution of all necessary agreements with the Missouri Department of Social Services including its HealthNet Division to allow the City to participate in the Ground Emergency Medical Transport (GEMT) program

Key Issues:

The GEMT program is sponsored by the State of Missouri, Department of Social Services, MO Healthnet Division (MHD). It is a fee for service program that is voluntary for governmental entities. If an entity participates, it can seek cost reimbursement by applying for federal funds to bring payment per transport up to or closer to full cost. Simply, it allows the City to recover more costs for services and mileage in transport of federally insured patients in the Medicare/Medicaid programs.

The fee for this service is based upon the amount of federal funds collected and true costs for service provision. The City would be required to pay MHD an administrative fee of 20% of all non-federal costs. The reimbursement would be received by the City as General Fund revenues and the fee expensed from the City's General Fund. If the City participates, a budget amendment will be necessary to pay the program fee.

A series of agreements are necessary each year and the Ordinance will authorize the Mayor to sign the original agreements and allow the City Manager to enter into agreements as required by MHD on behalf of the City going forward provided the requirements for the City remain substantively the same.

Proposed Committee Motion:

I move to recommend to City Council approval of An Ordinance authorizing the execution of all necessary intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including its HealthNet Division to permit the city to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of An Ordinance authorizing the execution of all necessary intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including its HealthNet Division to permit the City to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program.

SECOND MOTION: I move for adoption of An Ordinance authorizing the execution of all necessary intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including its HealthNet Division to permit the City to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program.

Background:

New revenue collected through this program is intended to be used to help fund the Mayor and City Council's 5 year fiscal plan. The Fire Department estimates that the City will receive approximately \$600k through this program following submission to MHD of the non-federal share of the payments of approximately \$215,000 and an administrative fee of up to 20% of the non-federal share of the payments (approximately \$43,000). The net revenue of the program is anticipated to be approximately \$342,000.

Dan Manley, Assistant Fire Chief

Recommendation: Staff recommends approval of An Ordinance authorizing the execution of all necessary intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including its HealthNet Division to permit the city to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program.

Committee Recommendation:

BILL NO. 19-233

AN ORDINANCE AUTHORIZING THE EXECUTION OF ALL NECESSARY INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI DEPARTMENT OF SOCIAL SERVICES INCLUDING ITS HEALTHNET DIVISION TO PERMIT THE CITY TO PARTICIPATE IN THE GROUND EMERGENCY MEDICAL TRANSPORTATION UNCOMPENSATED COST REIMBURSEMENT PROGRAM.

WHEREAS, the City of Lee's Summit Fire Department provides emergency medical transportation services (EMS) and the City Council has set a fee schedule for recovery of fifty (50) percent of the costs of such services; and,

WHEREAS, Medicaid payments are significantly less than the fee set by the City Council resulting in uncompensated costs to the City and the community for such use of the EMS services; and,

WHEREAS, the State of Missouri through its Department of Social Services, Healthnet Division offers an opportunity to recover portions of the uncompensated costs to the City provided the City enters into a Provider Agreement for the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program Agreement, an Administrative Fee Agreement, an Intergovernmental Transfer of Public Funds Agreement, an Electronic Funds Transfer Authorization Agreement for purposes of Medicaid Audit and Compliance (MMAC), and, other necessary documentation; and

WHEREAS, the City Council finds that it is in the best interests of the community and the City to recover uncompensated costs to the EMS system; and,

WHEREAS, the City Council is desirous of seeking reimbursement of uncompensated costs from the usage of its EMS system by those covered through the State Medicaid Program.

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

SECTION 1. That the Missouri Department of Social Services "MO Healthnet Division Provider Agreement for Ground Emergency Medical Transport (GEMT) Uncompensated Cost Reimbursement Program", the "Administrative Fee Agreement between the Missouri Department of Social Services, Mo Healthnet Division" and the City (AFE), the "Intergovernmental Transfer of Public Funds Agreement between the Missouri Department of Social Services, Mo Healthnet Division" (ITPFA), and the Missouri Department of Social Services Missouri Medicaid Audit and Compliance (MMAC) "Electronic Funds Transfer (EFT) Authorization Agreement" attached hereto as Exhibits "A", "B", "C" and "D" respectively are hereby approved and the Mayor is hereby authorized to execute the same, along with any other necessary documentation, on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That the City Manager is authorized to take all actions necessary to carry out the GEMT Uncompensated Cost Reimbursement Program on behalf of the City of Lee's Summit, Missouri, including but not limited to submission of required reports, audit and compliance actions, and signing of new and renewal agreements as long as the terms or responsibilities of the City do not change for the purpose of recovering uncompensated costs from the usage of the City's EMS system by those whose health insurance is provided through the State of Missouri's Medicaid Program.

BILL NO. 19-233

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*

APPROVED by the Mayor of said city this ____ day of _____, 2018.

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

PROVIDER AGREEMENT

MO HEALTHNET DIVISION GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) UNCOMPENSATED COST REIMBURSEMENT PROGRAM

Name of provider: _____

Provider NPI Number: _____

Statement of Intent

The purpose of this agreement is to allow participation in the Ground Emergency Medical Transportation (GEMT) Uncompensated Cost Reimbursement Program by the governmentally owned or operated provider, named above and hereinafter referred to as Provider, subject to the provider's compliance with the requirements and responsibilities set forth in this agreement.

Provider Responsibilities

By entering into this agreement, the provider agrees to the following:

- A. Provider agrees to comply with each of the following, as periodically amended:
 - 1. Title XIX of the Social Security Act
 - 2. Titles 42 and 45 of the Code of Federal Regulations (CFR)
 - 3. Missouri State Medicaid State Plan
 - 4. Missouri State Statutes RSMo 208.1030 and 208.1032
 - 5. Missouri Code of State Regulations for the Emergency Ambulance Program at 13 CSR 70-6.010
 - 6. State issued policy directives, including the MO HealthNet Ambulance Provider Manual
 - 7. Terms of the provider's MO HealthNet Provider Enrollment Agreement
- B. Provider agrees to ensure all applicable state and federal requirements, as identified in paragraph A, above, are met in rendering services under this agreement. The provider understands and agrees that their failure to meet all applicable state and federal requirements in rendering services subject to reconciled cost reimbursement under this agreement shall be sufficient cause for the state to deny or recoup payment to the provider as well as terminate this agreement.
- C. Provider agrees to comply with the following allowable expenses and fiscal documentation requirements:
 - 1. Submit annually the Centers for Medicare and Medicaid Services (CMS) approved GEMT Program cost report to the DSS/MHD
 - 2. Maintain for review and audit, and supply to the state upon request, auditable documentation of all amounts claimed, and any other records required by the state and CMS, pursuant to this agreement to permit a determination of expenses allowed.
 - 3. If the allowance of an expense or appropriateness of an expense cannot be determined by the state because fiscal records or other documentation is not present or is inadequate,

according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State.

4. Upon receipt of adequate documentation supporting a disallowed or questionable expense within a timeframe determined by the state, reimbursement may resume for the amount substantiated and deemed allowable.
- D. By December 31 of each year: Provider agrees to submit, electronically, the Microsoft Excel version of the CMS approved cost report accompanied by a signed PDF copy of the CMS approved cost report for the prior fiscal year ending June 30, a signed PDF copy of the Intergovernmental Transfer of Public Funds agreement, and a signed PDF copy of the Administration Fee Agreement to: Ask.GEMT@dss.mo.gov.
- E. Provider agrees to submit within the timeframes determined by the State, transfer of the non-federal share of the GEMT uncompensated cost reimbursement and administration fee according to the Intergovernmental Transfer Public Funds Agreement and Administration Fee Agreement prior to the initial cost settlement reimbursement from DSS/MHD.
- F. Provider agrees to accept as payment in full the reimbursement received for services subject to reconciled cost reimbursement pursuant to this agreement. Under no circumstance will the total amount of reimbursement received exceed one hundred percent (100%) of actual care costs. As such, if the provider does not have any uncompensated care costs, the provider will not receive a payment under this program.
- G. Provider agrees that when it is determined that they received federal funds in excess of their determined cost per transport, the state shall recover the excess in accordance with state and federal regulations within 30 (thirty) calendar days.

DSS/MHD Responsibilities

- A. Lead the development, implementation, and administration for the GEMT program and ensure compliance with the provision set forth in the Missouri Medicaid State Plan.
- B. Submit claims for federal financial participation (FFP) based on expenditures for GEMT services that are allowable expenditures under federal law.
- C. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
- D. Ensure that the total MO HealthNet reimbursement provided to eligible GEMT providers will not exceed applicable federal upper payment limits as described in 42 CFR 447 – Payments for Services.
- E. Complete the audit and settlement process of the interim reconciliations for the claiming period within three (3) years of the postmark date of the cost report.

Fiscal Provisions

- A. Upon the Provider's compliance with all provisions of this Agreement, and upon the submission of a certified cost report, Intergovernmental Transfer of Public Funds Agreement, and Administration Fee Agreement, the DSS/MHD will perform the cost reconciliation, submit claims to CMS based on total computable certified expenditures for GEMT services provided, and make initial cost settlement payments to eligible providers.
- B. Transfer of funds is contingent upon the availability of federal financial participation. If, in the event federal financial participation funds for a service period are not available for all the uncompensated cost reimbursement payable to the providers due to the application of a federal limit or any other reason, both of the following shall apply:
 - 1. The total amounts payable to providers for the service period shall be reduced to reflect the amounts for which federal financial participation is available, and
 - 2. The amounts payable to each provider for the service period shall be equal to the amounts computed by the state multiplied by the ratio of the total amounts for which federal financial participation is available.
- C. Recovery of Overpayments: Provider agrees that when it is established that an overpayment has been made, the DSS/MHD shall recover such overpayment. The DSS/MHD reserves the right to select the method to be employed for the recovery of an overpayment.

Limitations of State Liability

- A. Notwithstanding any other provision of this Agreement, the DSS/MHD shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for costs of providing services pursuant to RSMo 208.1030 and 208.1032.
- B. To the extent that a federal audit disallowance and interest results from costs for which the provider has received reimbursement, the DSS/MHD shall recoup from the provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed costs. All subsequent costs submitted to the DSS/MHD applicable to any previously disallowed cost, may be held in abeyance with no payment made until the federal disallowance issue is resolved.
- C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from costs which the provider has received reimbursement for services provided by a nongovernmental entity under contract with, and on behalf of the provider, the DSS/MHD shall be held harmless by the provider for one-hundred percent (100%) of the amount of any such federal audit disallowance and interest.

TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall begin July 1, 2019. This agreement may be canceled or amended at any time upon agreement by both parties or by either party after giving thirty (30) days prior

notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full force and effect.

GEMT Provider

Date

GEMT Provider Printed Name

**ADMINISTRATION FEE AGREEMENT
BETWEEN
THE MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION
AND**

Ground Emergency Medical Transportation Provider (GEMT Provider)

This Administration Fee Agreement is entered into between the Missouri Department of Social Services, MO HealthNet Division (DSS/MHD) and the GEMT Provider. It provides for an intergovernmental transfer of funds to the DSS/MHD from the governmentally owned or operated provider, named above and hereinafter referred to as Provider, in order to reimburse the DSS/MHD for the administrative costs of the GEMT Uncompensated Cost Reimbursement Program.

AGREEMENT

1. Transfer of Public Funds

The above stated provider shall make Intergovernmental Transfer(s) (IGTs) to DSS/MHD pursuant to §208.1030 RSMo and §208.1032 RSMo and the Intergovernmental Transfer of Public Funds Agreement, to be used as the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services.

2. Intergovernmental Transfer of Administration Fee

The DSS/MHD shall, upon acceptance of non-federal share IGT's pursuant to Intergovernmental Transfer of Public Funds Agreement, exercise its authority under §208.1030 RSMo and §208.1032 RSMo, to assess up to a twenty percent (20%) administration fee on the entire amount of the non-federal share IGT's to reimburse DSS/MHD for the administrative costs of operating the GEMT Uncompensated Cost Reimbursement Program.

The funds subject to the administration fee shall be limited to non-federal share IGTs made by the transferring entity, pursuant to the Intergovernmental Transfer of Public Funds Agreement, and as described in paragraph 1 of this Agreement.

The administration fee will be assessed on the entire amount of the non-federal share IGT's pursuant to the Intergovernmental Transfer of Public Funds Agreement, as described in paragraph 1 of this Agreement, and will be made in addition to, and transferred separately from, the transfer of funds pursuant to the Intergovernmental Transfer of Public Funds Agreement.

The administration fee pursuant to this Agreement is non-refundable and shall be wired to DSS/MHD separately from, and simultaneous to, the non-federal share IGT's pursuant to the Intergovernmental Transfer of Public Funds Agreement.

3. Terms

This Agreement covers the period beginning July 1, 2018. This agreement may be modified at any time by the written agreement of both parties and it may be canceled by either party after giving thirty (30) days prior notice in writing to the other party.

GEMT PROVIDER

Signature

Date

Printed Name

Title

MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION

MO HealthNet Division

Date

**INTERGOVERNMENTAL TRANSFER OF PUBLIC FUNDS AGREEMENT
BETWEEN
THE MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION
AND**

Ground Emergency Medical Transportation Provider (GEMT Provider)

This Intergovernmental Transfer Agreement is entered into between the Missouri Department of Social Services, MO HealthNet Division (DSS/MHD) and the GEMT Provider. It provides for an intergovernmental transfer of funds to the DSS/MHD from the GEMT Provider in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with ground emergency medical transportation (GEMT) services.

The GEMT Provider is authorized by inter alia, §208.1030 RSMo and §208.1032 RSMo to enter into and carry out an Intergovernmental Transfer Agreement to transfer funds through intergovernmental transfers to the DSS/MHD for use as the state share of Medicaid expenditures.

AGREEMENT

1. Fund Transfer. The GEMT Provider (Governmental Entity) agrees to transfer funds to DSS/MHD at the times and in the amounts determined in accordance with the following paragraphs of this Agreement. The transfer shall be made prior to the payment by DSS/MHD for the uncompensated Medicaid cost associated with GEMT services.
2. The GEMT Provider will transfer funds to DSS/MHD equivalent to the non-federal share of the payments to be made upon notification by DSS/MHD.
3. The GEMT Provider shall certify that the funds transferred qualify for federal financial participation pursuant to 42 CFR part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.
4. The GEMT Provider and DSS/MHD agree that both parties shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable federal requirements.
5. The GEMT Provider and DSS/MHD agree that each party shall have access to the other party's records and supporting documentation.

6. Any written notice required by this Agreement shall be sent to:

For: _____

GEMT Provider

Printed Name: _____

Title: _____

E-mail address _____

For DSS/MHD:

Printed Name: Karen Pendleton

Title: Program Development Specialist

E-mail
address: Ask.GEMT@dss.mo.gov

TERMS

This Intergovernmental Transfer Agreement covers the period beginning on or after July 1, 2018. This agreement may be modified at any time by the written agreement of both parties and it may be canceled by either party after giving thirty (30) days prior notice in writing to the other party.

The parties have duly executed this agreement and each party acknowledges the receipt of a duly executed copy of this agreement with original signatures.

GEMT Provider

Signature

Date

Printed Name

Title

MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION

MO HealthNet

Date



MISSOURI DEPARTMENT OF SOCIAL SERVICES (DSS)
MISSOURI MEDICAID AUDIT AND COMPLIANCE (MMAC)
Electronic Funds Transfer (EFT) Authorization Agreement

By completing and submitting this form to the Missouri Medicaid Audit and Compliance Unit (MMAC) for processing, I understand

- payment will be from Federal and State funds and that any falsification or concealment of material fact may be prosecuted under Federal and State laws;
- the State of Missouri will initiate credit entries (deposits) and will initiate, if necessary, debit entries (withdrawals) or adjustments for any credit entries made in error to my account;
- the State of Missouri may terminate my enrollment in direct deposit if the State is legally obligated to withhold part or all payments for any reason;
- MMAC may terminate my enrollment if I no longer meet the eligibility requirements; and
- this document does not constitute an amendment or assignment of any nature whatsoever of any contract, purchase order or obligation that I may have with any agency of the State of Missouri.

SECTION I: PROVIDER INFORMATION

PROVIDER NAME*

DOING BUSINESS AS NAME (DBA)

SECTION II: PROVIDER ADDRESS

STREET*	CITY*	STATE /PROVINCE*	ZIP CODE/POSTAL CODE*
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SECTION III: PROVIDER IDENTIFIERS INFORMATION

PROVIDER FEDERAL TAX IDENTIFICATION NUMBER (TIN) OR EMPLOYER IDENTIFICATION NUMBER (EIN)*

NATIONAL PROVIDER IDENTIFIER (NPI)*

PROVIDER TAXONOMY CODE

SECTION IV: PROVIDER CONTACT INFORMATION

PROVIDER CONTACT NAME*

TELEPHONE NUMBER*

ext.

EMAIL ADDRESS

SECTION V: FINANCIAL INSTITUTION INFORMATION

FINANCIAL INSTITUTION NAME*

FINANCIAL INSTITUTION ROUTING NUMBER*

FINANCIAL INSTITUTION ROUTING NUMBER*

PROVIDER'S ACCOUNT NUMBER WITH FINANCIAL INSTITUTION*

PROVIDER'S ACCOUNT NUMBER WITH FINANCIAL INSTITUTION*

TYPE OF ACCOUNT AT FINANCIAL INSTITUTION*

☐ CHECKING ☐ SAVING

ACCOUNT NUMBER LINKAGE TO PROVIDER IDENTIFIER (SELECT ONE AND FILL IN THE NUMBER)*

☐ PROVIDER TAX IDENTIFICATION NUMBER (TIN): _____

☐ NATIONAL PROVIDER IDENTIFIER (NPI): _____

SECTION VI: SUBMISSION INFORMATION

REASON FOR SUBMISSION*

☐ New Enrollment

☐ Change Enrollment

☐ Cancel Enrollment

INCLUDE WITH ENROLLMENT SUBMISSION*

☐ Voided Check

☐ Bank Letter

WRITTEN SIGNATURE OF INDIVIDUAL AUTHORIZED BY PROVIDER OR ITS AGENT TO INITIATE, MODIFY OR TERMINATE ENROLLMENT*

PRINTED NAME OF PERSON SUBMITTING*

SUBMISSION DATE*

MMAC Provider Enrollment
P.O. Box 6500 (mailing), 205 Jefferson St., 2nd Fl (physical)
Jefferson City, MO 65102
Fax: 573/751-5065
e-mail: mmac.providerenrollment@dss.mo.gov

MISSOURI MEDICAID AUDIT AND COMPLIANCE USE ONLY

PROCESSED BY:

DATE:

Electronic Funds Transfer (EFT) Authorization Agreement Instructions

Automated clearing house (ACH) accounts only, wire transfer is not available. Type or print in black ink.
 All required information indicated by * must be completed. A separate form must be submitted for each NPI/taxonomy code to be changed.
 To update payee information, complete an Update Request form available at <http://mmac.mo.gov/providers/provider-enrollment>.
 Contact your financial institution to arrange for the delivery of CORE-required Minimum CCD+ Data Elements necessary for successful reassociation of the EFT payment with the ERA remittance advice. To resolve a late or missing 835, contact the Wipro Technical Help Desk at (573) 635-3559. If you are inquiring about a missing or late EFT payment, you must contact your financial institution.

SECTION I: PROVIDER INFORMATION

Provider Name*	Complete legal name of institution, corporate entity, practice or individual provider.
Doing Business as Name (DBA)	A legal term used in the United States meaning that the trade name, or fictitious business name, under which the business or operation is conducted and presented to the world is not the legal name of the legal person (or persons) who actually own it and are responsible for it.

SECTION II: PROVIDER ADDRESS

Street*	The number and street name where a person or organization can be found.
City*	City associated with provider address field.
State/Province*	Character code associated with the State/Province/Region of the applicable Country.
Zip Code/Postal Code*	System of postal-zone codes (zip stands for "zone improvement plan") introduced in the U.S. in 1963 to improve mail delivery and exploit electronic reading and sorting capabilities.

SECTION III: PROVIDER IDENTIFIERS INFORMATION

Provider Federal Tax Identification Number (TIN) or Employer Identification Number (EIN)*	A Federal Tax Identification Number, also known as the Employer Identification Number (EIN), is used to identify a business entity.
National Provider Identifier (NPI)*	A Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification Standard. The NPI is a unique identification number for covered healthcare providers. Covered healthcare providers and all health plans and healthcare clearinghouses must use the NPIs in the administrative and financial transactions adopted under HIPAA. The NPI is a 10-position, intelligence-free numeric identifier (10-digit number). This means that the numbers do not carry other information about healthcare providers, such as the state in which they live or their medical specialty. The NPI must be used in lieu of legacy provider identifiers in the HIPAA standards transactions.
Provider Taxonomy Code	A unique alphanumeric code, ten characters in length. The code set is structured into three distinct "Levels" including Provider Type, Classification and Area of Specialization.

SECTION IV: PROVIDER CONTACT INFORMATION

Provider Contact Name*	Name of a contact in provider office for handling EFT issues.
Telephone Number*	Telephone number associated with contact person.
Email Address	An electronic mail address at which the health plan might contact the provider.

SECTION V: FINANCIAL INSTITUTION INFORMATION

Financial Institution Name*	Official name of the provider's financial institution.
Financial Institution Routing Number*	A 9-digit identifier of the financial institution where the provider maintains an account to which payments are to be deposited. Enter the number twice for validation.
Provider's Account Number With Financial Institution*	Provider's account number at the financial institution to which EFT payments are to be deposited. Enter the number twice for validation.
Type of Account at Financial Institution*	Check the type of account funds are to be deposited to. Enter the number twice for validation.
Account Number Linkage to Provider Identifier (Select one and Fill in the Number)	Provider preference for grouping (bulking) claim payments – much match preference for v5010X12835 remittance advice. NOTE: EFT data will always be linked by the MO HealthNet trading partner ID related to the NPI/taxonomy.

SECTION VI: SUBMISSION INFORMATION

Reason for Submission*	New Enrollment, Change Enrollment, Cancel Enrollment.
Include with Enrollment Submission*	Voided Check: A voided check is attached to provide confirmation of Identification/Account Numbers. Bank Letter: A letter on bank letterhead that formally certifies the account owners and account numbers.
Written Signature of Individual Authorized by Provider or its Agent to Initiate, Modify or Terminate Enrollment*	A (usually cursive) rendering of a name unique to a particular person used as confirmation of authorizations and identity.
Printed Name of Person Submitting*	The printed name of the person signing the form; may be used with electronic and paper-based manual enrollment.
Submission Date*	The date on which the enrollment is submitted.

Packet Information

File #: BILL NO. 19-234, Version: 1

An Ordinance approving an amendment to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit. (F&BC 10/14/19)

Issue/Request:

Approval of an ordinance approving an amendment to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit.

Background:

The Fire Department continues to provide contract communication services to seven (7) outside agencies. Council previously approved a (6) month extension that will expire on December 31, 2019. The extensions were offered so we could solicit a firm to complete a study on potential efficiencies and enhancement to our current communication center model, that utilizes separate systems in the Fire and Police Departments, as well as identify our ability to continue to provide services to outside agencies.

The study was approved in July 2019 after an RFP was completed. Mission Critical Partners (MCP) was selected to complete the study. The project began shortly thereafter in August and continues today. It is anticipated that the final report will be delivered in November. The report will review our current operations, provide us with opportunities to potentially enhance our system, as well as review the structure of providing services to our contract entities.

Due to the narrow window of time from when the report is completed and the sunset of current agreements with contract agencies, we are recommending a second extension in the length of 12 months be offered (expiration December 31, 2020). This extension would provide the City an opportunity to review and make recommendations based on the completed report, while also providing a timeline to the contract agencies so if any changes would be proposed, they would be able choose if they wish to continue service or identify alternatives if possible.

Proposed Committee Motion:

I move to recommend to the City Council for approval an ordinance approving an amendment to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of An Ordinance approving an amendment to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit.

SECOND READING: I move for adoption of An Ordinance approving an amendment to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit.

..Presenter

Brian Austerman, Assistant Fire Chief

Staff recommends approval of an ordinance amending to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit.

BILL NO. 19-234

AN ORDINANCE APPROVING AN AMENDMENT TO COOPERATIVE AGREEMENTS FOR EMERGENCY DISPATCH SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND VARIOUS FIRE DISTRICTS, FOR THE PURPOSE OF EXTENDING SAID AGREEMENTS FOR UP TO TWELVE MONTHS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

WHEREAS, the City of Lee's Summit, Missouri (hereinafter "City") is a municipal corporation operating and existing under the laws of the State of Missouri; and,

WHEREAS, a number of neighboring Fire Protection Districts (hereinafter "Districts" or "District") are Missouri political subdivision organized and existing under the laws of the State of Missouri for the primary purpose of supplying protection by any available means to persons and property against injuries and damage from fire and from hazards which do or may cause fire; and,

WHEREAS, for a number of years the City has provided emergency management services to the Districts through cooperative agreements, and the City has informed the Districts that the City would like to review the cost of providing such services and consider how such services should be paid for; and,

WHEREAS, City Council approved a twelve month extension to allow for discussions on appropriate costs and charges by passage of Ordinance No. 8524 on December 18, 2018; and,

WHEREAS, discussions between the City and Districts are ongoing and will not be completed and approved by the City prior to a number of the agreements expiring, including several set to expire at the end of 2019; and,

WHEREAS, if the agreements expire before discussions are complete, the City's response, both through no longer dispatching services for the Districts and through the City's own mutual aid obligations will be less than optimal for the safety of the public and preservation of property and the public health; and,

WHEREAS, extending the agreements for a period of up to twelve months will allow for the discussions to continue on cost sharing as well as maintain the status quo on the City's obligations under the agreements; and,

WHEREAS, state law and Section 4.4(d) of the City Charter require that all agreements between the City and other political subdivisions of the State of Missouri be executed by the Mayor.

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

SECTION 1. The form of the Amendment to Cooperative Agreement with each District for the provision of emergency dispatch services, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference, is approved and the Mayor is authorized to execute same on behalf of the City with any District that requests the ability to extend the term of the cooperative agreements to December 31, 2020.

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

BILL NO. 19-234

SECTION 3. 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 the City 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 Head

“EXHIBIT A”

**2019 AMENDMENT TO COOPERATIVE AGREEMENT TO PROVIDE EMERGENCY
DISPATCH SERVICES**

This 2019 Amendment to the Cooperative Agreement is made and entered into (“Amendment”), by and between the City of Lee’s Summit, Missouri, hereinafter referred to as “City”; and _____ Fire Protection District, hereinafter referred to as “District”.

RECITALS

WHEREAS, the City and District executed a Cooperative Agreement on [INSERT DATE] (“Agreement”) for City to provide District with emergency dispatch services setting forth the terms to provide such service and the fee structure for payment to City for providing same; and

WHEREAS, the City provided District with notice of City’s intention to terminate the Agreement effective December 31, 2018, and to open negotiations on how the cost of the service going forward may be shared through payments by entities such as District; and

WHEREAS, pursuant to the 2018 Amendment to the Agreement, the City and District agreed extended the termination date to December 31, 2019, but the parties desire to additional time is desired; and

WHEREAS, the City is desirous of having an open and inclusive discussion with entities regarding how the costs of the City in providing such service to outside entities should be shared and paid, but such discussion may go beyond the term of the current Agreement and the ability of such entities to budget for such payments in a timely fashion prior to the current term ending.

NOW, THEREFORE, in consideration of the mutual covenants as set forth herein, it is mutually agreed to as follows:

1. The term of the Cooperative Agreement between City and District to provide emergency dispatch services, which will expire on December 31, 2019 unless otherwise extended, is hereby extended for a period of twelve months, to terminate on December 31, 2020 unless otherwise further extended.
2. It is the intent of the parties hereto that this extension is for the purpose of visiting and negotiating cost sharing and payment to the City for its provision of emergency dispatch service and to allow the District to consider and determine its needs.
3. No other terms of the Agreement are hereby amended, modified, excused or released and shall remain in full force and effect at all times including any extension periods.
4. This Amendment shall become effective upon the last of the parties executing this Amendment by an officer of said party who is authorized to execute same.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this

_____ day of _____, 20____.

CITY OF LEE'S SUMMIT, MISSOURI

William A. Baird, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

_____ FIRE
PROTECTION DISTRICT

By: _____

Its: _____

ATTEST:

Clerk for _____ District

APPROVED AS TO FORM:

Attorney

Packet Information

File #: BILL NO. 19-235, **Version:** 1

An Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City. (F&BC 10/14/19)

Issue/Request:

An Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City.

Background:

The City of Lee's Summit Fire Department ("Fire Department") currently uses firefighting protective gear, including structural, wildland, and extrication gear, which is manufactured by Fire-Dex, LLC. The Fire Department evaluated several products, and Fire-Dex scored the highest overall in the evaluation. 1st Due Emergency Response Solutions, LLC, is the premier dealer of the Fire-Dex brand of products in the Kansas and Missouri regions. A premier dealer can discount items 10% less than regular dealers for Fire-Dex. The Fire Department purchased Fire-Dex gear from 1st Due Emergency Response Solutions in 2018 using the HGAC Cooperative contract, by buying directly from the dealer this year the City is saving about \$8,000.00 in processing fees that would be charged by HGAC for the purchase. As a part of making sure the gear in use is the most current available, the Department will issue a solicitation to check the market and make their selection for their purchase in the 2021 fiscal year.

During the time of the evaluations, the Fire Department also began implementation of health and wellness initiatives related to cancer reduction for our employees. These initiatives include coming into full compliance with replacement schedules of firefighting gear, and the purchase and use of wildland/extrication gear for a utilitarian use, limiting the exposure of time spent in firefighting gear and thereby reducing the exposure to cancer causing contaminants inherent to that gear.

The Fire Department is requesting permission to enter into this agreement which will allow for the timely purchase and acquisition of this vitally important protective gear.

Key Issues:

- The Fire department currently utilized Fire-Dex structural firefighting gear.
- Firefighting gear is specialized protective equipment that must be maintained and replaced according to required standards.
- 1st Due Emergency Response is the premier dealer identified by the manufacturer for sales and service of the product.

Proposed Committee Motion:

I move to recommend to City Council for approval an Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of An Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City.

SECOND MOTION: I move for adoption of An Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City.

Brian Austerman, Assistant Fire Chief

Staff recommends approval of an Ordinance an Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City.

BILL NO. 19-235

AN ORDINANCE APPROVING A SOLE SOURCE AGREEMENT IN FORM OF A PURCHASE ORDER BETWEEN THE CITY OF LEE'S SUMMIT AND 1ST DUE EMERGENCY RESPONSE SOLUTIONS, LLC., FOR THE PURCHASE OF FIRE-DEX STRUCTURAL FIREFIGHTING GEAR AND RELATED EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$100,100.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit (the "City") Fire Department currently uses structural firefighting gear and wildland/technical rescue gear manufactured by Fire-Dex; and,

WHEREAS, the equipment is specialized protective equipment which must be maintained and regularly replaced to ensure compliance with required standards; and,

WHEREAS, 1st Due Emergency Response Solutions, LLC. is identified by the manufacturer as only provider authorized to sell and provide maintenance on the equipment; and,

WHEREAS, the City desires to issue a purchase order with 1st Due Emergency Response Solutions, LLC, to purchase the equipment and to ensure timely and adequate replacement of the equipment.

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

SECTION 1. The City Manager is authorized to execute an agreement in the form of a purchase order to 1st Due Emergency Response Solutions, LLC in an amount not to exceed \$100,100.00, as a sole source provider for the purchase and maintenance of Fire-Dex, LLC structural firefighting gear and related equipment.

SECTION 2. 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 3. 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 the City of Lee's Summit, Missouri, this ____day of _____, 2019.

Mayor Bill Baird

ATTEST:

City Clerk Trisha Fowler-Arcuri

BILL NO. 19-235

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

Mayor *Bill Baird*

ATTEST:

City Clerk *Trisha Fowler-Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Daniel White

1st DUE

Emergency Response Solutions LLC

INVOICE

Bill To Lee's Summit Fire Department Asst. Chief Austerman 207 SE Douglas Street Lee's Summit, MO 64063		Date 7/30/2019		Invoice # 19-3013	
Ship To Lee's Summit Fire Department Asst. Chief Austerman 207 SE Douglas Street Lee's Summit, MO 64063		P.O. No.		Rep	Terms Net 15
Item	Description	Invoiced	Rate	Amount	
FD-FXR-Lee's Su...	Firedex Custom FX-R Coat - Lee's Summit Spec	27	1,227.00	33,129.00	
FD-FXR-Lee's Su...	Firedex Custom FX-R Pant with Suspenders - Lee's Summit Spec	27	945.00	25,515.00	
TECGEN LV3 Ja...	TECGEN51 Level III Jacket	99	190.00	18,810.00	
TECGEN LV3 P...	TECGEN51 Level III Pant	99	210.00	20,790.00	
Shipping Charges	Insured Freight FXR Gear	27	27.00	729.00	
Shipping Charges	Insured Freight TG51	72	15.00	1,080.00	
Total			\$100,053.00		
Payments/Credits			\$0.00		
Balance Due			\$100,053.00		

1728 7000 Road www.1stDue.com
Bartlett, Kansas 888-382-6703
67332

FROM FIREFIGHTING TO THE FIREFIGHT—WE'VE GOT YOU COVERED



September 11, 2019

To Whom It May Concern:

This letter shall be considered proof that 1st Due Emergency Response Solutions LLC is a Full Line FireDex Distributor for the states of Kansas and Missouri. 1st Due Emergency Response Solutions LLC. has been a valued Metro Account Partner; selling and servicing the entire Fire-Dex product line since 2006. As such, 1st Due has special pricing extended to them for the city of Lee's Summit on FireDex products.

1st Due Emergency Response is headquartered at:

1728 7000 Road
Bartlett, KS 67332

Sincerely,

Tory King
Senior Sales Manger
Fire-Dex, LLC
780 South Progress Drive
Medina, OH 44256
3039037731

SOLE SOURCE PURCHASE JUSTIFICATION FORM

**SUBMIT THIS FORM TO THE PROCUREMENT AND CONTRACT SERVICES DIVISION FOR APPROVAL PRIOR TO PLACING AN ORDER
DOCUMENTATION FROM THE SUPPLIER/CONTRACTOR/MANUFACTURER IDENTIFYING SPECIFICS AS TO WHY THEY SHOULD BE CONSIDERED A "SOLE
SOURCE" IS REQUIRED TO BE SUBMITTED WITH THIS FORM**

Date: October 1, 2019 Department: Fire Requested By: Brian Austerman

Vendor Contacted & Address: 1st Due Emergency Response Solutions, LLC

1728 7000 Road

Bartlett, Kansas 67332

Phone Number: 800-382-6703

Give a brief description of the item or service requested; why you feel it is unique and why no other source will meet the need (attach separate sheet/memo if needed): The Fire Department currently uses firefighting protective gear, including structural, wildland, and extrication gear, which is manufactured by Fire-Dex, LLC. Fire-Dex gear was selected through a demonstration, testing and evaluation process in 2017. In 2018 the gear was purchased using the HGAC Cooperative contract. The vendor is offering a better discount, approximately \$8,000.00 on the current request, compared to the co-op pricing. This price is only good through this dealer and until the new model price increases take effect in the fall of 2019. The request is being made base on 8.3 Sole Source c. supplies or services are available at a discount from a single distributor for a limited period of time

Estimated Annual Cost: \$100,100.00

Was the request budgeted? ☒ Yes ☐ No

Term of this sole source is: September 1, 2019 through March 1, 2020

Sole source term is valid for one year unless a contract with multiple renewals is established based on the sole source request. Any exceptions must be approved as designated below. Will a yearly contract be established based on this sole source? ☐ Yes ☒ No



Other Contacts	Their Responses:
Name: _____	_____
Address: _____	_____
Phone #: _____	_____
Name: _____	_____
Address: _____	_____
Phone #: _____	_____

Was the manufacturer contacted for other distributors? ☒ Yes ☐ No

Please explain:

A letter was received from Fire-Dex stating 1st Due Emergency Response Solutions, LLC is the premier dealer for Kansas and Missouri which allows them to provide deeper discounts to customers.

I concur with the above explanations and approve this request:

 Department Director _____ Date 10/9/19
 Procurement and Contract Services Manager _____ Date 10/9/19
 City Clerk as approved by Council _____ Date _____
 City Manager _____ Date _____
 Park Administrator _____ Date _____

APPROVALS REQUIRED:

APPROVALS REQUIRED FOR ALL CITY DEPARTMENTS (EXCLUDING PARKS & RECREATION):

\$.01 - \$ 9,999.99 Department Director, Procurement and Contract Services Manager Approval
 \$ 10,000 - \$ 49,999.99 Department Director, Procurement and Contract Services Manager Approval, City Manager Approval
 \$ 50,000 - & Above Department Director, Procurement and Contract Services Manager Approval, City Manager & City Council Approval

Packet Information

File #: BILL NO. 19-236, **Version:** 1

An Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same. (F&BC 10/14/19)

Issue/Request:

An Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

Proposed Committee Motion:

I move to recommend to City Council for approval an Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of An Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

SECOND MOTION: I move for adoption of An Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

Background:

Several projects related to City Facilities require specialized professional services including structural analysis, electrical engineering, mechanical engineering, and architectural services. The size of the projects vary and can require specialized expertise to identify the proper scope for repairs or upgrades. The selected firm has expertise and resources available to provide support for facilities projects as they come up including roof assessment, equipment sizing, and construction estimation. Specific funding for each project is not allocated in an on-call account. The funding is sourced from specific projects or programs on an as-needed basis. The budgets for each program or project will be allocated through the annual budget process.

RFQ 2019-072 was advertised on the City Website and www.publicpurchase.com. 22 firms provided

responsive submittals by the closing date of June 24, 2019. All submittals were evaluated by a five person evaluation team. The evaluation team selected the top qualified firm to begin contract negotiations.

Impact/Analysis:

If not approved, Staff will be unable to perform activities that require specialized expertise in a timely manner. There is no additional fiscal impact; funding will be provided by specific projects or programs authorized by the annually approved City Budget

Timeline:

Start: November 2019

Finish: 1 to 3 years, depending on performance and renewal options

Ryan A. Elam, Director of Development Services

Recommendation: Staff recommends approval of an Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

BILL NO. 19-236

AN ORDINANCE APPROVING AWARD OF RFQ 2019-72 TO B & A, INC. D/B/A BIBB ENGINEERS ARCHITECTS AND CONSTRUCTORS, FOR ON-CALL YEARLY PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR A ONE-YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

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

WHEREAS, the term of the contract is for one year with the potential for two one-year renewals, based upon performance; and,

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

WHEREAS, project managers must identify scope and project specific funding to request services.

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

SECTION 1. The agreement for professional engineering and architectural services yearly contract (RFQ No. 2019-72) by and between the City of Lee's Summit, Missouri and B & A, Inc. d/b/a Bibb Engineers Architects & Constructors, generally for the purpose of professional engineering and architectural services, a true and accurate copy attached hereto as Exhibit "1" and incorporated 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. 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 3. 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 the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-236

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 Economic Development and Planning
David Bushek

**ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL
SERVICES
(RFQ NO. 2019-072)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and B & A, Inc., d/b/a Bibb Engineers Architects & Constructors (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City desires to have on-call engineering and architectural services; and

WHEREAS, Engineer has submitted a proposal for the on-call engineering and architectural 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 may provide the following professional engineering and architectural services to the City on an on-call basis ("On-Call Services"):

1. Structural Engineering Services including roof analysis, retaining wall design, building renovations or additions, or other services as needed.
2. Electrical Engineering Services including electrical power and wiring design, solar power analysis, lighting design, smart building system evaluation and integration, or other services as needed.
3. Mechanical Engineering Services including HVAC System analysis and design, plumbing, smart building system evaluation and integration, or other services as needed.
4. Architectural/Architectural Engineering Services including building improvements, renovations, additions, site improvements, general project support, or other services as needed.

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 professional engineering and architectural services beyond those services authorized in Article I above. The City is also not obligated to exclusively use Engineer for desired services and may use any other professionals selected by the City for services. In the event Engineer is engaged to provide additional services, City and Engineer shall enter into a written modification ("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, including the prices that may be paid for itemized reimbursable expenses, (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 Memorandum of Authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Engineer first entering into a Memorandum of Authorization, which shall generally follow the form provided in Exhibit B to this agreement.

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 Director (or designee).

ARTICLE IV

PAYMENTS TO THE ENGINEER

For the services performed by Engineer pursuant to this Agreement, or any modifications thereto, 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, 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 through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.
- C. If so requested by 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, provided that all services have been satisfactorily completed. 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 the amount of interest to be paid by the City shall not exceed 9% per annum, except as provided by law.

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from _____ through _____. 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 for the immediately preceding year.

ARTICLE VI INSURANCE

A. CERTIFICATE OF INSURANCE

The Engineer shall secure and maintain, throughout the duration of this contract, 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 contract 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 an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, whether or not such impairment came about as a result of this contract.

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, unless the city approves a waiver or modification as all sub-consultants may not carry the required limits.

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. Engineer shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose negligent acts, mistakes, errors and omissions the Engineer is legally liable, with an unimpaired liability insurance limit of at least \$2,900,000 each claim and \$2,900,000 annual aggregate.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$2,900,000
Personal & Advertising Injury:	\$1,000,000

Products/Completed Operations Aggregate:	\$2,900,000
General Aggregate:	\$2,900,000

Contractor shall maintain "occurrence" form Commercial General Liability insurance with unimpaired limits in at least the amounts set forth above. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury, advertising injury, insured contract's contractual liability, and, if such risk is present, explosion, collapse and underground coverage. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 07 04 and CG 20 37 07 04, or equivalent.. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance

H. AUTOMOBILE LIABILITY

Engineer shall maintain Business Automobile Liability insurance with an unimpaired limit of at least \$2,900,000 each occurrence on Engineer's owned, hired and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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:	\$500,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Policy Limit
Bodily Injury by Disease:	\$500,000 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 shall be, or endorsed to be, Primary and Non-Contributory with respect to policies in which the City is included as an additional insured, and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City for any claims arising out of the work or services of Engineer. Engineer shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
4. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
5. 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.
6. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
7. When "City" is utilized, this includes its officers, officials, agents, employees and volunteers in respect to their duties for the City.
8. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2019 is \$2,865,330 for all claims arising out of a single accident or occurrence.
9. To the extent that any damages, incurred during or after the completion of Engineer's services, are covered by property insurance, City and Engineer release each other and waive all rights, including, without limitation, rights of subrogation, against each other and all contractors, subcontractors, consultants, subconsultants, and employees of the other, except for rights they may have to the proceeds of that insurance. City and Engineer shall require the same waiver and release by their respective contractors, subcontractors, consultants and subconsultants.

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. Provided, however, Engineer will continue to own the standard details, specifications, databases, computer software, other proprietary property, pre-existing work product, or intellectual property developed by Engineer in the normal course of Engineer's business and independent of the services provided under this Agreement.
- 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 exercise the Standard of Care so as to 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 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 City for Professional and Non-Professional acts or omissions as provided below. The terms "Professional" and "Non-Professional" shall have the meaning as defined by law in the context of professional liability and general liability insurance policy provisions and exclusions.
 - 1. Non-Professional Liability. Engineer shall indemnify, defend, hold harmless and reimburse City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, claims, judgments, damages, losses, payments, costs and expenses of any kind, including reasonable attorneys' fees, to the extent caused by a Non-Professional and negligent act, error or omission of Engineer, or its employees, or sub consultants, in the performance of this Agreement, or any supplements or amendments thereto, and to the extent permitted by the Constitution and the Laws of the State of Missouri.
 - 2. Professional Liability. Engineer shall indemnify, hold harmless and reimburse City and its officers, employees, and elected officials, from and against all lawsuits, suits, claims, judgments, damages, losses, payments, costs and expenses of any kind, including reasonable attorneys' fees recoverable by law as damages, to the extent caused by a Professional and negligent act, error, or omission of Engineer, or its employees, or sub consultants, in the performance of this Agreement, or any supplements or amendments thereto, and to the extent permitted by the Constitution and the Laws of the State of Missouri.
 - 3. Survival. The obligations in this Section J shall survive the termination or expiration of this Agreement for all claims that arise based on actions that occur prior to the date of such termination or expiration.
- K. **LIMITATION OF LIABILITY:** In no event will City or Engineer be liable to the other party or the other party's respective employees and sub consultants for indirect or consequential damages, including, without limitation, loss of profits, loss of savings or revenue.
- L. **PROFESSIONAL RESPONSIBILITY:** Engineer will exercise the same degree of skill, care, and diligence in the performance of its services as is ordinarily possessed and exercised by a

professional under similar circumstances ("Standard of Care"). If Engineer fails to meet the Standard of Care, Engineer will correct any errors in its deliverables at its own cost and without reimbursement from City

- M. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- N. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- O. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional Engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- Q. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- R. SAFETY: In the performance of its services, 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. Provided, however, Engineer will not be responsible for job site safety or the means, methods, techniques, sequences, procedures, or safety precautions and programs of any construction contractor.
- S. 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.
- T. 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, other than the City, 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.

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

Director of Development Services
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

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

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 ____ day of _____, 20____.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

ATTEST:

City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

Office of City Attorney

ENGINEER:

BY: _____
TITLE: _____

ATTEST:



Billing Rate Schedule

January 1, 2019 *

<u>Professional Classifications</u>	<u>Hourly Rate</u>
Project Managers/Sr. Technical Specialists/Sr. Project Engineers	
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 9	248.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 8	236.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 7	223.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 6	211.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 5	198.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 4	185.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 3	173.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 2	161.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 1	149.00
Staff Engineers & Architects	
Engineer or Architect – 11	184.00
Engineer or Architect – 10	172.00
Engineer or Architect – 9	160.00
Engineer or Architect – 8	148.00
Engineer or Architect – 7	137.00
Engineer or Architect – 6	127.00
Engineer or Architect – 5	118.00
Engineer or Architect – 4	109.00
Engineer or Architect – 3	101.00
Engineer or Architect – 2	94.00
Engineer or Architect – 1	87.00
CAD Technicians, Designers & Drafters	
CAD Technicians, Designers or Drafters – 9	148.00
CAD Technicians, Designers or Drafters – 8	137.00
CAD Technicians, Designers or Drafters – 7	127.00
CAD Technicians, Designers or Drafters – 6	117.00
CAD Technicians, Designers or Drafters – 5	108.00
CAD Technicians, Designers or Drafters – 4	98.00
CAD Technicians, Designers or Drafters – 3	88.00
CAD Technicians, Designers or Drafters – 2	78.00
CAD Technicians, Designers or Drafters – 1	68.00
Administrative & Clerical	
Administrative or Clerical – 5	89.00
Administrative or Clerical – 4	80.00
Administrative or Clerical – 3	72.00
Administrative or Clerical – 2	63.00
Administrative or Clerical – 1	54.00

Project related expenses will be charged as follows:

1. Non-exempt Bibb employees will be invoiced at 1.5 times the hourly rate for overtime worked on the services. Exempt employees will be invoiced at 1.0 times the hourly rate for all hours.
2. Typical and customary home office expenses, including computer related expenses (excluding project specific requirements), fax and telephone are included in the rates above.
3. All travel and out of town living expenses will be charged to the project at their direct cost. Automobile mileage is calculated at the rate currently set by the IRS Standard Mileage Rates.
4. Document reproduction costs, international long distance, conference phone charges, shipping, expedited mailing, courier expenses, etc. will be charged at direct cost or Bibb's internal cost rates.
5. Independent Contract Labor, Special Consultants, etc. shall be billed at the rates above for their respective level of experience.
6. Bibb Engineers prefer that other specialty consulting firms (geotech, surveying, noise, etc.) be engaged directly by the City even if their work may be coordinated or managed by Bibb Engineers. In those instances where the City directly contracts with specialty consulting firms, the liability for such work shall be governed by the terms of such separate contract with the specialty consulting firm and not this agreement with Bibb Engineers. When Bibb Engineers does engage such firms as subcontractors, a 20% markup on their rates will apply and those subcontractors shall bear the entire liability for their work, not Bibb Engineers.

Invoices will include all charges accrued to the project during the previous calendar month. Payment is due upon email receipt of the invoice. Invoices unpaid beyond 30 days will be subject to an interest charge of 1.5% per month, computed daily.

* - Rate Sheet is subject to review. Billing rates for employees will be changed the month of their salary review if applicable.

EXHIBIT B – MODIFICATION FORM

**MODIFICATION NO. ____ TO ON-CALL AGREEMENT
FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES**

**DATED _____
(RFQ NO. 2019-072) (RENEWAL NO. _____)**

THIS MODIFICATION TO ON-CALL AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and _____ (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an On-Call Agreement dated _____ (RFQ No. 2019-072) for professional engineering and architectural services (hereinafter "Base Agreement"); and

WHEREAS, the Base Agreement was renewed pursuant to Agreement dated _____, 20____ (Renewal No. _____); 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 _____ 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 ON-CALL SERVICES TO BE PROVIDED BY ENGINEER**

Article I of the Base Agreement is hereby amended as follows:

See Exhibit B – Scope of Services

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

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

- A. The compensation to be paid to Engineer for the amended On-Call Services described in Article I above is estimated to be _____ Dollars (\$_____). The actual cost of all services shall be billed at the hourly rates and expenses set forth in Exhibit A of the Base Agreement and incorporated herein by reference.

ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT

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

This Modification No. ____ to On-Call 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 On-Call Agreement to be executed on the ____ day of _____, 20____.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

David Bushek
Office of City Attorney

ENGINEER:

BY: _____
TITLE: _____

ATTEST:

Packet Information

File #: BILL NO. 19-237, **Version:** 1

An Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri. (F&BC 10/14/19)

Issue/Request:

An Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

Key Issues:

The City solicited RFP No. 2020-001 for medical services via its' e-bidding service Public Purchase and through the City's website. The advertisement was also sent to three (3) potential vendors from the internal vendor list. 483 potential respondents were notified via Public Purchase, and 76 potential firms reviewed the online documents for RFP 2020-001.

Upon close of the RFP, Friday, August 30, 2019, the Procurement and Contract Services Division received two (2) responses. The Evaluation Committee reviewed and scored the proposals received. The overall Proposal Composite Score-Sheet is attached.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of An Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

SECOND MOTION: I move for adoption of An Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

Background:

Required medical services include physicals; drug screens; vaccinations; and testing. In Fiscal Year 2018-2019,

the City spent \$90,238.00 with CareNow (Contract 2019-009).

Required medical services also includes workers compensation claims paid to Caduceus USA in the amount of \$26,000.

Impact/Analysis:

Anita Dickey, Director of Human Resources

BILL NO. 19-237

AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2020-001 FOR MEDICAL SERVICES TO OCCUPATIONAL HEALTH CENTERS OF KANSAS, P.A. DBA CONCENTRA MEDICAL CENTERS FOR AN AMOUNT NOT TO EXCEED \$150,000.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit, Missouri (hereinafter "City") needs a medical provider to provide required medical services for City employees such as physical, drug screens, and testing; and,

WHEREAS, the Procurement and Contract Services Division solicited RFP No. 2020-001 for medical services via its e-bidding service. Public Purchase; and,

WHEREAS, of the proposals received, Occupational Health Centers of Kansas, P.A. dba Concentra Medical Center was the top ranked firm by the evaluation committed.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby authorizes the award of RFP No. 2020-001 to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Center ("Concentra Medical Center").

SECTION 2. The City Council hereby approves and authorizes the City Manager, by and behalf of the City of Lee's Summit, Missouri, to execute an agreement by and between the City and Concentra Medical Center, attached hereto as Exhibit A and made a part hereof by reference, for medical services for an amount not to exceed \$150,000.00.

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

Mayor *William A. Baird*

ATTEST:

City Clerk, *Trisha Fowler Arcuri*

BILL NO. 19-237

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*

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

TITLE-SIGNATURE PAGE**REQUEST FOR PROPOSAL NO. 2020-001**

The City of Lee's Summit will accept electronic submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

**MEDICAL SERVICES
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF
10:00 AM LOCAL TIME ON AUGUST 30, 2019**

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo> for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Occupational Health Centers of Kansas, P.A. dba
Concentra Medical Centers

Company Name

19000 E. Eastland Ctr Ct, Ste 200

Address

Independence, MO 64055-7023

City/State/Zip

816.478.9299

816.478.6526

Telephone #

Fax #

michele_kessner@concentra.com

E-mail

Art Ziporin, MD

Authorized Person (Print)

Signature

President, Treasurer and Corporate Secretary

Title

August 30, 2019

47-2063864

Date

Tax ID #

C Corporation

Entity Type

ENCLOSURE III
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	Title-Signature Page	Page 1
B.	Table of Contents: Submit this page with page numbers provided.	Page 2
C.	Letter of Transmittal: Submitted as three pages . Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	Addenda (if applicable): NO ADDENDUMS AS OF Wednesday, August 28, 2019 . The respondent must sign and return all numbered addenda with submitted proposal.	Attachment
E.	Provider Profile: Form 1 provided	Page 6
F.	List of Outside Key Consultants/Associates or Agencies that will be Used for The City's Service: Form 2 provided	Page 7
G.	References: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page 8-10
H.	Resumes: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page 11-15
I.	Project Approach: Form 5 provided (This form must be signed and dated).	Page 16-39
J.	Cost: Form 6A	Page 40-41
K.	Affidavit, Work Authorization - Form provided (This form must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000)).	Page 42-44
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000))	Page 45-69

August 30, 2019

DeeDee Tschirhart, Senior Procurement Officer
City of Lee's Summit
200 SE Green Street
Lee's Summit, MO 64063

RE: Medical Services, RFP #2020-001

Concentra is pleased to present to City of Lee's Summit (the City) our proposal to provide Medical Services, which adheres to all specifications and includes all relevant attachments.

Our national footprint, strong infrastructure, health care expertise, and commitment to service excellence provide tangible benefits for the City – supporting you in your efforts to meet your program objectives. Notably, our 2018 acquisition of U.S. HealthWorks, a national occupational health provider, increased our footprint to more than 530 centers in the United States and brought additional occupational health expertise and clinicians to Concentra.

Concentra draws from a pool of experienced professionals to serve our clients' needs. We assign an initial point of contact during the procurement and contracting phases and designate operational resources to provide ongoing account management and program support. The operations director will monitor contract deliverables and program expectations to help ensure we achieve successful outcomes that effectively meet the program objectives. In addition, the account management team will help ensure the services rendered under the contract remain compliant with all applicable local, state, and federal regulations.

Should you have any questions or concerns regarding our response, please contact [Travis Bowman](#), *Field Account Executive*, via phone: 913.894.6664 or by email: travis_bowman@concentra.com.

Concentra affirms that:

- All information contained herein is current, complete, accurate, and remains valid for 180 days following the due date, August 30, 2019
- The City anticipates a contract term of One year with the option for four (4) additional one-year renewal periods

Understanding of the City's Requirements

Concentra acknowledges that the City desires medical services consisting of a minimum of the following:

- Post-Offer Physicals
- Drug Screens
 - ✓ Post-Accident
 - ✓ Post-Injury
 - ✓ Reasonable Suspicion
- Annual Random DOT Drug Screens and Breath Alcohol Tests
- Blood Alcohol
- Various Vaccinations
- Reporting



- Job/task analysis for physical demands and ADA compliance
- Development of customized physicals to match specific job demands
- Indoor air quality sampling, assessment and recommendations
- Health/wellness and/or safety-related training sessions
- Fire Department Physicals
- Police Department Physicals

Concentra's Solution

Concentra has extensive experience performing the requested services and we are confident our expertise and best practices approach to medical services make us the right company to assist the City in meeting its program objectives.

Concentra will successfully perform the requested scope of services proficiently and in the most cost-effective manner through our extensive network of Missouri medical centers, our skilled clinicians and account management team staff, and our operational efficiency.

Concentra assures the City that we will:

- Leverage our decades of experience and use company best practices that are compliant with the Department of Transportation (DOT), Occupational Safety and Health Administration (OSHA) and other regulated examinations
- Maintain policies and procedures to ensure ongoing compliance with standard regulating bodies, including the Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the National Fire Protection Association (NFPA), police officer standards, and many others
- Conduct drug screenings in accordance with DOT standard, 49 CFR Part 40
- Utilize a SAMHSA-certified, College of American Pathologists-Forensic Drug Testing (CAP-FDT) accredited, Clinical Laboratory Improvement Amendments (CLIA)-certified laboratory for specimen analysis
- Utilize our **Independence** medical center as the main service site
- Employ only properly certified and trained staff to perform the scope of work
- Assign a designated team of qualified professionals to oversee the City's program and ensure continued compliance
- Document patient visits and generate meaningful reports
- Maintain records securely to ensure confidentiality of personal health information in accordance with the guidelines outlined by the Health Insurance Portability and Accountability Act (HIPAA)

We have the experience and resources, and qualified personnel, and are readily able to serve the City efficiently and professionally.



Concentra values the City's consideration of our response. We are confident that after you review our experience, capabilities, geographic footprint, and account management strategy, Concentra will emerge as the ideal partner for the requested services. We look forward to the opportunity to serve as the preferred Medical Services partner with City of Lee's Summit and its employees.

Respectfully submitted,

Art Ziporin, MD
President, Treasurer and Corporate Secretary
Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers

FORM NO. 1: PROVIDER PROFILE

1. Lead Consultant Firm(s) (or Joint Venture) Name and Address:
Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers

19000 E. Eastland Ctr Ct, Ste 200, Independence, MO 64055-7023
- 1a. Firm/Provider is: ☒ National ☐ Regional ☐ Local
- 1b. Year Firm/Provider Established: 1979
Years of Experience providing Medical Services: 40
- 1c. Licensed to do business in the State of Missouri: ☒ Yes ☐ No
- 1d. Name, title, telephone number and email address of Principal to contact:
Michele Kessner, Center Operations Director
P: 816.241.0603 E: michele_kessner@concentra.com
- 1e. Address of office to perform work, if different from Item No. 1:
Same as No. 1
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project:
Clinicians - 3, Therapy - 2, Medical Assistants, Operations/admin and Nurses - 10
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: Subcontractors:
 - Concentra Medical Compliance Administration (CMCA) will be utilized for the City's random drug testing services.
 - Guardian will be utilized for the City's after hours drug testing services.
- 3a. Has this Joint Venture previously worked together? ☒ Yes ☐ No NA

FORM NO. 2: KEY OUTSIDE CONSULTANTS

Each respondent must complete this form for all proposed subcontractors.

SUBCONTRACTOR #1

Name & Address CMCA Concentra Medical Compliance Administration

118 Portsmouth Avenue, Suite B202, Stratham NH 03885

1-800-775-5447

Specialty / Role with this Project: Random drug and breath alcohol annual random pool

Worked with Lead Firm Before: YES

Year Firm Established: 1979

Years of Experience providing Medical Services - 40 years

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

SUBCONTRACTOR #2

Name & Address Guardian

PO Box 219241, Kansas City MO 64121

1-800-582-8807

Specialty / Role with this Project: After hours drug and alcohol testing services

Worked with Lead Firm Before: YES

Year Firm Established: 1978

Years of Experience providing Medical Services 41 years

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Kansas City MO Occupational Health

Completion Date (Actual or Estimated): Ongoing

Project Owners Name & Address: City of Kansas City, Missouri, 414 E 12th St, KCMO 64106

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Michael Smith, Assistant City Administrator, 816.513.1908,

Michael.smith@kcmo.org

Estimated Cost (in Thousands) for Entire Project: \$ n/a

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ n/a

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide physicals, drug screens, and injury care to employees of the City.

Nature of Firms/Provider's responsibility in project: (Please give quantitative indications wherever possible). Performed several dozen physicals, drug screens, and medical treatment to injured employees.

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
Travis Bowman, Lisa Luke, Nathan Buster

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Independence, MO Occupational Health

Completion Date (Actual or Estimated): ongoing

Project Owners Name & Address: City of Independence, 111 E Maple Ave, Independence MO 64050

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Melissa Balino, Director of Human Resources, 816-325-7386,

mbalino@indepmo.org

Estimated Cost (in Thousands) for Entire Project: \$ n/a

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ n/a

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide physicals, drug screens, and injury care to employees of the City.

Nature of Firms/Provider's responsibility in project: (Please give quantitative indications wherever possible). Performed several dozen physicals, drug screens, and medical treatment to injured employees.

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
Travis Bowman, Lisa Luke, Michele Kessner

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of St Joseph, MO Occupational Health

Completion Date (Actual or Estimated): ongoing

Project Owners Name & Address: City of St. Joseph, MO, 1100 Frederick Ave, St Joseph MO 64501

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Laurie Thompson, Risk Manager, 816.271.4671, lthompson@stjoemo.org

Estimated Cost (in Thousands) for Entire Project: \$ n/a

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ n/a

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide physicals, drug screens, and injury care to employees of the City.

Nature of Firms/Provider's responsibility in project: (Please give quantitative indications wherever possible). Performed several dozen physicals, drug screens, and medical treatment to injured employees.

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
Lisa Luke

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Michele Kessner, Center Operations Director
- b. Project Assignment: Center Operations Director/Main contact
- c. Name of Consultant Firm with which associated: Concentra
- d. Years Experience: 24
With this firm ____6Other firms 18__
- e. Education: Degree(s)/Year/Specialization: High School diploma/clinical testing certificaitions
- f. Current Registration(s): NA

Other Experience & Qualifications relevant to the proposed project: Years of experience working in labs, medical field and specializing in occupational health/oversees an occupational health onsite. Great Supervision Class – 3 day course

SkillPath Seminar – Dealing With Negative Attitudes in the Workplace

ICD9 Translation Class – Certified ICD9 translator Customer Service Training

Certified Forensic Urine Drug Screen Collector

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Dorothy Jennings, DO, Center Medical Director
- b. Project Assignment: Center Medical Director for clients
- c. Name of Consultant Firm with which associated: Concentra
- d. Years Experience: 46 years
With this firm 2 Other firms 44
- e. Education: Degree(s)/Year/Specialization:
 - 1969-1973
Alverno College: BA degree with Biology Major, Chemistry Minor
 - 9/1975-10/1978
College of Osteopathic Medicine and Surgery
 - 11/1978-11/1979
Rotating Internship - Northwest General Hospital
 - 1983
Passed Flex
- f. Current Registration(s): Medical licenses in Kansas, Missouri, Wisconsin and Nebraska; DEA; NPI; BLS; ACLS; ATLS; PALS, National Registry for DOT
- g. Other Experience & Qualifications relevant to the proposed project:
 - Provided Emergency Room coverage for combined 20 years service
 - Deputy Coroner, 15th Kansas District 1996-2001
 - Director of Women's Care Colposcopy Clinic, Sherman County Health Dept 1995-2001
 - Member of American Osteopathic Association

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Christy Boeckman, PT, DPT, Center Therapy Director
- b. Project Assignment: Center Therapy Director for clients
- c. Name of Consultant Firm with which associated: Concentra
- d. Years Experience: 15 years
With this firm 9 Other firms 6
- e. Education: Degree(s)/Year/Specialization:
 - Doctorate in Physical Therapy (February 2016 - September 2017) Rosalind Franklin University
 - M.S. Physical Therapy (June 2002 - May 2004) University of Kansas Medical Center
 - B.S. Kinesiology (August 1997 - May 2002) Kansas State University
- f. Current Registration(s):
 - Completed Manual Therapy Certification in 2013 through the Manual Therapy Institute in Detroit, Michigan.
 - Completed my Doctorate in Physical Therapy in 2017 through Rosaline Franklin University in Chicago, Illinois.
 - Completed Concussion Certification program in 2019 via the American Institute of Balance in Largo, Florida.
 - Completed Vestibular Rehabilitation certification in 2007 at Emory University in Atlanta, Georgia.
- g. Other Experience & Qualifications relevant to the proposed project:
 - Organized our local Concentra team for the Susan G. Komen "Walk for the Cure" for 5 years.
 - Attended the APTA Diversity Conference in October 2014 and sat with the Northwestern University faculty as their honored guest due to work as Concentra's Zone CCCE for the student program.
 - Participated/coached the women's volleyball team for Truman Medical Center in the Corporate Challenge.
 - Currently coach recreational league 5th/6th grade volleyball along with playing in a women's league as well.
 - My family regularly volunteers at the St. Mary's Food Kitchen to teach our children to be servants of the community.

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Renee Fortin, Center Operations Director
- b. Project Assignment: CMCA/part of Concentra
- c. Name of Consultant Firm with which associated: CMCA random program
- d. Years Experience: 3 years
With this firm 3 Other firms _____
- e. Education: Degree(s)/Year/Specialization: Operations Director
- f. Current Registration(s): Drug and alcohol certifications
- g. Other Experience & Qualifications relevant to the proposed project: Experience managing random programs

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Rene' Reese, Supervisor
- b. Project Assignment: Guardian after hours testing
- c. Name of Consultant Firm with which associated: Guardian
- d. Years Experience: NA
With this firm ____ Other firms ____
- e. Education: Degree(s)/Year/Specialization: Drug and alcohol testing
- f. Current Registration(s): NA
- g. Other Experience & Qualifications relevant to the proposed project:
Oversees after hours testing for Guardian

FORM NO. 5: PROJECT NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- **Project schedule and detailed approach is reasonable/responsive to City's needs**

Implementation Plan

Concentra's facilities, resources, and processes are in place and fully operational at all the locations listed for the City's use; we stand ready on Day One upon award of a contract to serve the City's needs.


Approach to Performing the Scope of Work

In the following section, we provide service descriptions for providing the City's requested scope of work. While these service descriptions highlight our standard approach, we have the expertise and resource to render all services per the City's specifications and in full compliance with all applicable regulatory requirements.

Primary Service Site


Concentra proposes that our center closest to the City, the *Independence* center, serve as the primary site for employees to obtain medical services. Conveniently located the Independence facility maintains the essential staffing resources, required equipment, and licensed and credentialed clinicians to perform medical services.

The following table identifies the Independence medical center address, hours of operation, and contact information.

Concentra Medical Center Independence		
	Address	Contact Information
	19000 E. Eastland Ct. Ct Ste 200 Independence, MO 64055	T 816.478.9299 ♦ F 816.478.6526
		Hours of Operation: 8:00 a.m. – 5:00 p.m. (Mon.-Fri.)

Additional Service Site

While the Independence center is fully capable of providing all required services in one location, Concentra's Grandview location is available as convenience necessitates. In the following table, we provide the address, hours of operation, and contact information for the Grandview center, which also has the necessary equipment and employees for the City's requested scope of work.

Concentra Medical Center – [additional center name]		
	Address	Contact Information
	12220A South Blue Ridge Blvd. Grandview, MO 64030	T 816.763.1755 ♦ F 816.763.1855
		Hours of Operation 8:00 am - 5:00 pm (Mon. - Fri.)

Post-Offer Physical Examinations

Concentra realizes that any medical examination must be "job-related and consistent with business necessity" (29 CFR 1630.14(b)). Pre-placement/post-offer physical examinations help ensure employees or prospective employees do not have a medical condition that:

- Prevents safe performance of the essential job duties
- Can be exacerbated by the job duties

- Affects the safety of the employee, co-workers, or others in the workplace

Concentra would provide physical examinations according to the City's requirements and consistent with evidence-based medical standards and regulatory requirements. It is customary for the standard examination to include the following components:

- | | |
|--|--|
| <ul style="list-style-type: none"> ▪ Medical history ▪ Occupational history ▪ Vital signs ▪ Vision acuity (far distance) ▪ Examination of head, eyes, ears, nose, throat ▪ Evaluation of the cardiovascular system ▪ Evaluation of the respiratory system | <ul style="list-style-type: none"> ▪ Gastrointestinal examination ▪ Musculoskeletal examination ▪ Neurological evaluation ▪ Skin and lymphatic examination ▪ Result to employer regarding fitness for duty with or without accommodation/restrictions |
|--|--|

We would also perform other ancillary testing as requested and/or indicated, upon the City's approval and consistent with evidence-based medical standards and regulatory requirements.

Ergonomic Services

The City has identified ergonomics as a key factor in the health and safety program of the organization. Concentra knows effective ergonomic programs can benefit employee health and we offer several types of ergonomic services. For the City, we recommend a program that combines evaluation with analysis. Following is a brief overview of our program components:

- **Ergonomic Education** – An ergonomic training session, usually an hour long, tailored to address supervisors, employees, or both. Prior to the session, an ergonomic specialist tours the workplace to develop an appropriate program.
- **Ergonomic Evaluation** – A more comprehensive service that provides written recommendations to help minimize risk factors and prevent injuries and disorders that result from the overuse of muscles, poor posture, and repetitive movements.
- **Ergonomic Analysis** – The most in-depth ergonomic service Concentra provides; an ergonomic analysis would be performed if the City requests the development of a custom workstation or other ergonomic solution for an employee.

Concentra would appreciate the opportunity to discuss the implementation of an effective workplace ergonomic program with the City. We believe we could develop a program that provides numerous benefits, including improved productivity, reduced absenteeism, and lower health care costs.

ADapt®

Overview

Concentra developed ADapt®, a pre-placement and return-to-work process, in response to our clients' needs to make objective employment decisions, retain healthy and physically adept employees, and maintain compliance with the Americans with Disabilities Act (ADA).

The ADA does not prevent employers from obtaining medical and related information necessary to evaluate the ability of an applicant or employee to perform essential job functions or to promote health and safety on the job. However, to protect individuals with disabilities from employment actions based on information that is *not job-related and consistent with business necessity*, the ADA imposes specific obligations on the employer at the following three stages of the employment process:

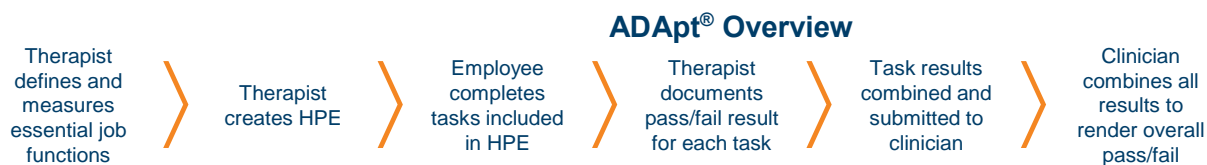
- Prior to making a job offer, an employer may not make any medical inquiry or conduct any medical examination.
- Following a job offer, an employer may make unrestricted medical inquiries, but may not refuse to hire an individual with a disability based on results of such inquiries, unless the reason for rejection is job-related and justified by business necessity.
- After employment, any medical examination or inquiry required of an employee must be job-related and justified by business necessity; exceptions are voluntary examinations conducted as part of employee health programs and examinations required by other federal laws.

Challenges of ADA compliance for the employer and occupational medicine provider include:

- The essential functions of each job must be determined.
- Any examination performed to provide recommendations regarding employment must be job-related and consistent with business necessity.
- All recommendations and resulting employment decisions must be consistent for all job applicants.
- The confidentiality of medical information must be maintained.

The ADAPT program:

- Ensures the pre-placement medical examination tests for the essential job functions
- Provides documentation of readiness of an applicant being placed in the appropriate job (and/or an injured employee being able to return to work)
- Furnishes the medical provider and employer with definitive information regarding essential functions of each job with measured criteria
- Assists in the reduction of workers' compensation costs by identifying employees who can safely perform the essential functions of the job



Together, the human performance evaluation (HPE) and medical exam allow the clinician to determine a person's ability to perform essential job functions, which is critical to the client when making objective employment decisions.

ADAPT consists of the following components:

Component	Purpose
Job-site Evaluation	Assist the employer in defining the physical abilities necessary to perform essential functions of specific jobs
Pre-placement/ Return-to-work Evaluation	Correlate the worksite evaluation information with a clinical evaluation that is "job-related and consistent with business necessity" This evaluation allows the employer to medically determine a person's ability to perform the essential job functions and objectively assess risk or direct threat
Education and Installation	Establish the ADAPT compliance program for the employer
Analysis and Compliance	Provide the employer with the necessary consistency of employment actions resulting from medical recommendations and ensure confidentiality of medical information

Job-site Evaluation

When performing the job-site evaluation, the physical therapist:

- Defines the physical abilities necessary to perform essential functions of the job with the client supervisor
- Measures all physical abilities necessary to perform essential functions of the job
- Verifies with employees that the functions are essential
- Submits the job-site evaluation to the client supervisor for confirmation

The job-site evaluation results in the following:

Task Description	Human Performance Evaluation (HPE)
The task description is a detailed listing of the functional and non-functional requirements and associated tasks involved in job performance. Task descriptions can be created in approximately 14 to 21 days, depending on the volume of jobs to be constructed. Task descriptions are reviewed and approved by client management.	The HPE is the job-related functional test used in the pre-placement or return-to-work exam process. The physical therapist requires seven to 10 days to create the HPE. Testing can commence within one week of the client's approval of the task description.

Human Performance Evaluation/Job-specific Functional Testing

Following the job-site evaluation, our specialist develops an ADA-compliant, job-specific functional test that we refer to as a human performance evaluation (HPE). The HPE assesses individuals on the ability to perform the essential job functions (EJFs) and can be used for pre-employment and return-to-work testing.

The Concentra physical therapist begins by defining each physically distinguishable task involved in the job (i.e., lifting, carrying, pushing, pulling, etc.), including those tasks that have a definitive starting and ending point, occur with regularity, and require a level of quantifiable physical exertion. For each qualified biomechanical functional requirement, the physical therapist uses a force gauge to measure external weights, starting and ending heights, task frequencies, forces produced or overcome, climbing requirements, and more. This process adheres strictly to evaluation techniques that have a direct correlation to the functional requirements.

HPE Components

Once the therapist has measured the EJFs, an HPE is developed to recreate the exact physical demands of the job as measured in the biomechanical evaluation. The job-specific functional test may include assessing any combination of the tasks listed below. However, this is not an all-inclusive list.

- **Lift/Carry:** "Vertically translating" or moving an object from a definitive starting height to a definitive ending height; start/end heights are measured at location of hands
- **Push/Pull:** Total body push/pull; manual or using assistive device (e.g., pallet jack)
- **UE PU/PL:** Upper extremity push/pull; no lower extremity involvement; manual or using assistive device
- **Couple:** True "grip" force required to perform action (e.g., activate power tool)
- **CLIMBL:** Accessing a ladder to perform a job task
- **CLIMBS:** Accessing stairs/steps to perform a job task
- **Walk:** Distance traveled during shift
- **Confined Access (Con Acc):** Dimensions of a space to be accessed (e.g., manhole)
- **Repetitive Posture Assumption (Rep Pos):** To access specified distance from ground
- **Limited Headroom (Lim Hdr):** Dimensions of a space that does not permit standing to perform task
- **Height Tolerance (Ht Tol):** The highest vertical distance from the ground (e.g., putting shingles on a roof)
- **Sit:** Amount of continuous time sitting
- **Stand:** Amount of continuous time standing
- **Vision:** Type of vision required to perform the essential tasks of the job
- **Temperature:** The environmental conditions present while performing the job

Validation of Testing Methodology

Our methods of validation and examination techniques follow ADA requirements for pre-employment/post-offer testing and are the most defensible under ADA guidelines. Standard 29 CFR 1630.10 states, "The Uniform Guidelines on Employee Selection Procedures do not apply to the Rehabilitation Act and are similarly

inapplicable to this part.” However, 29 CFR 1630.15 holds the defenses of such screening techniques to the same means as other claims under Title VII. When there is a need for screening techniques to be adapted to a disabled population, Concentra uses techniques that are “job-related and consistent with business necessity,” in accordance with ADA guidelines.

We evaluate tasks that:

- Meet the definition of “essential function”
- Are sufficiently quantifiable to be functionally tested by trained individuals

HPE Testing Process

The physical therapist instructs the applicant of the goals of each testing service package included in the HPE and allows the applicant to perform one trial of a specific task as he/she deems most appropriate. If the applicant demonstrates poor knowledge of proper body mechanics and lifting technique during the first trial, the physical therapist will instruct the individual by demonstrating good body mechanics and technique prior to proceeding with test.

The test is terminated if the applicant:

- Represents a significant threat or risk to self
- Requests to discontinue for any reason

HPE Results Reporting

Once the individual has completed the required functional tests, the physical therapist documents the “pass/fail” results and gives them to the clinician. If the individual fails, the physical therapist documents the reason and records observations on the testing form. The clinician combines the medical results with the functional test results to render an overall “pass/fail” result for the individual.

Firefighter Physical Examinations

Concentra conducts comprehensive examinations of firefighters. To begin, we require firefighters to complete a medical history questionnaire, which includes medical, personal, occupational, family, and medication history. A Concentra clinician reviews the questionnaire and performs a thorough physical examination, which focuses on the firefighter’s ability to meet the physical demands required to perform the essential job functions identified by the fire department. The clinician also performs a medical examination to reveal any health conditions that could adversely affect job performance.

Examples of essential functions tested include:

- *Lifting/carrying* – Simulates the height/weight of a fan, jaws of life, chain saw, or portable ladder
- *Pushing/pulling* – Simulates pulling/carrying the hose off the truck to the scene/fire hydrant
- *Upper body push/pull* – Simulates coupling the hoses to the hydrant/truck, using hand tools, and opening doors
- *Climbing* – Simulates accessing the fire ladder to reach victims and climb stairs in structures

In addition, clinicians assess the firefighter for aerobic capacity, muscular strength and flexibility, and cardiovascular endurance. Concentra offers a variety of assessment testing including, but not limited to, the following:

- Body fat composition
- Sit/reach flexibility test
- Maximum muscular upper and lower body strength (hand-grip strength, pushups, curl-up muscle endurance)

Please note, assessment testing components may not be included if the individual has already passed a physical abilities test. We would also perform other ancillary testing as requested and/or indicated, upon the City’s approval and consistent with evidence-based medical standards and regulatory requirements.

Police Officer Physical Examinations

Concentra conducts police officer examinations according to the employing agency's examination requirements. In addition, for identified safety-sensitive positions, Concentra performs a medical history and physical examination designed to detect any of the following outlined conditions that may affect the individual's job function:

- Angina pectoris
- Asthma
- Cancer-metastatic or leukemia
- Cardiac arrhythmias or murmurs
- Cerebral vascular accident
- Chest pains of unknown origin
- Contagious hepatitis
- Contagious tuberculosis
- Chronic respiratory disease
- Diabetes, insulin-dependent or ketosis-prone
- Fixation of major joint
- Hearing
- Herniated lumbar disc
- Hypertension, uncontrolled
- Inguinal hernia
- Liver or renal dysfunction
- Migraine headache
- Myocardial infarction, history of
- Paralysis
- Prosthetic device, e.g., limbs, hearing aid, colostomy
- Recurrent dislocation of a major joint
- Schizophrenia or manic-depressive psychosis
- Scoliosis greater than 15 degrees
- Seizure disorders
- Current substance abuse
- Valvular heart disease, uncorrected
- Vision
- Wasting disease, chronic, such as multiple sclerosis, myasthenia gravis, or amyotrophic lateral sclerosis

The examining physician records the findings of the medical examination on the prescribed form, and indicates whether a limiting medical, physical, or mental circumstance exists – describing how the circumstance affects the officer's ability to perform his/her duties and specifying the type and duration of treatment required. Infectious disease screenings and immunizations are completed, as needed, based on the individual's health history.

We would also perform other ancillary testing as requested and/or indicated, upon the City's approval and consistent with evidence-based medical standards and regulatory requirements.

Clinical Screenings

A range of clinical screening services are offered at Concentra medical centers. We perform screenings on equipment that has been thoroughly examined and calibrated so that results are as timely and accurate as possible. Some services listed below may not be available at all locations, and some offerings may be customized as determined by the employer.

The following table summarizes our clinical screening capabilities:

Concentra's Clinical Screening Capabilities	
Type of Test	Details
Audiometric Screening	<p>All audiometric screening conforms to the Occupational Safety and Health Administration (OSHA) standard 29 CFR 1910.95. We have Council for Accreditation in Occupational Hearing Conservation (CAOHC)-certified technicians to perform the tests, and we will provide all certifications upon request. Concentra's services specific to audiometric screening include:</p> <ul style="list-style-type: none"> ▪ Audiometers that pause screening if ambient sound levels temporarily exceed OSHA levels ▪ Immediate Standard Threshold Shift (STS) identification and retest capability ▪ CAOHC-certified hearing specialists ▪ Acoustic Systems audio booth professionally designed and installed in each clinic ▪ Daily equipment calibration ▪ Microprocessor audiometers <p>Please note: Concentra cannot test hearing in people who wear hearing aids as this requires specialized equipment. People with hearing aids need to be tested by an audiologist and then submit the results.</p>

Concentra's Clinical Screening Capabilities

Type of Test	Details
EKG (resting)	Concentra will perform a 12-lead EKG that measures the electrical activity of the heart, read by a center clinician.
Pulmonary Function Testing	A technician performs all pulmonary function testing that allows real-time graphic and numeric data to verify the test validity. Data returns of VC, FEV1, PEFR, FEF 25 percent - 75 percent, and FEV1/FVC are required.
Vision	A trained technician performs a vision test that meets OSHA standards for visual acuity. The technician screens for visual acuity with corrective lenses, lateral and vertical phorias, stereo depth perception, and color discrimination. For visual acuity testing, we utilize the Snellen chart for distance vision, and the Ishihara book to assess color vision.
Vitals	A trained technician records resting pulse rates and blood pressure using a hospital grade sphygmomanometer and stethoscope. Any person who does not meet normal pulse rate or blood pressure criteria will be re-tested.
X-rays	All posterior-anterior X-rays are performed by registered X-ray technicians and certified B-readers will review selected chest X-rays in accordance with OSHA regulations.

Vaccination Services and Infectious Disease Screenings

Concentra offers vaccination services and screening/testing for infectious diseases to assist employers in maintaining a healthy workforce. We administer vaccinations and infectious disease screenings per regulatory requirements and recommendations from leading health organizations, including the Occupational Safety and Health Administration (OSHA), Centers for Disease Control and Prevention (CDC), and the World Health Organization (WHO).

Vaccinations / Immunizations

The following table describes common vaccinations we administer for immunization. It also describes specialty vaccinations, such as those required and/or recommended for a traveling workforce, which are offered at selected Concentra locations.

Concentra's Vaccinations

Vaccine	Comments
Hepatitis A Vaccine	The hepatitis A vaccine should be offered when a high occupational risk for infection is present (e.g., travel to a developing country or working with hepatitis A in a research laboratory). Consideration may be given to vaccination of employees who work in areas where community-wide outbreaks are occurring, sewage workers, and workforces where state and local health authorities or private employers determine that such vaccination is cost-effective or desired. The hepatitis A vaccine is also indicated for post-exposure prophylaxis.
Hepatitis B Vaccine	OSHA requires the hepatitis B vaccine be offered to employees at risk for bloodborne pathogen (BBP) exposures through contact with blood or other potentially infectious material (OPIM) (e.g., health care personnel, emergency responders, first-aid personnel, correctional officers, laundry workers in hospitals, and morticians). The vaccination must be offered post-exposure if the employee is not already immune. Within 15 days of the completed evaluation, the clinician completes a health care professional's written opinion for the employer indicating whether the hepatitis B vaccine is indicated for an employee and if the employee has received the vaccination. The hepatitis B vaccine is also recommended for many international travelers. In addition to the three-dose hepatitis B vaccine (Engerix-B or Recombivax), we offer the new hepatitis B vaccine, Hepisav-B, which is a two-dose series over one month, instead of three doses over four to six months.
Hepatitis A and B combined	For individuals who need immunity to both hepatitis A and hepatitis B, Concentra offers the Twinrix vaccine, which is a combined hepatitis A and hepatitis B vaccine.

Concentra's Vaccinations	
Vaccine	Comments
Hepatitis B Immune Globulin (HBIG)	HBIG is recommended after certain exposures to blood or other potentially infectious material (OPIM) if the source is unknown (e.g., needle stick from a sharps container) or is positive for hepatitis B and the exposed employee is not immune.
Influenza Vaccine	The influenza vaccine is recommended annually for all individuals age six months and older as it is the best way to prevent the flu. The flu can significantly affect productivity and increase absenteeism among workers. As appropriate, Concentra discusses with the employer the specifics regarding administering the shots and anticipated volumes.
Japanese Encephalitis Vaccine	The Japanese encephalitis vaccine is recommended for certain travelers to endemic areas of Asia.
Measles, Mumps, Rubella (MMR) Vaccine	Per CDC recommendations, all health care personnel should have presumptive evidence of immunity to measles, mumps, and rubella. Those without presumptive evidence (i.e., documentation of receiving the vaccine or laboratory evidence of disease or immunity) should be vaccinated. Screening bloodwork (titers) prior to vaccination may be cost-effective but is not required. Other indications for MMR vaccine include international travel.
Meningococcal Vaccine	This vaccine is recommended or required for certain international travelers and laboratory personnel who are routinely exposed to meningococcal bacteria. College freshman living in dormitories, military recruits, and people with certain medical conditions are also recommended for vaccination. There are two types of meningitis vaccines: the quadrivalent meningococcal ACWY and the meningitis B vaccine. The latter is not routinely indicated for international travel.
Polio Vaccine	The polio vaccine may be recommended or required for certain international travelers.
Rabies Vaccine	People at high risk of exposure to rabies (e.g., veterinarians, animal handlers, rabies laboratory workers, spelunkers, and rabies biologics production workers) should be offered pre-exposure rabies vaccine. Rabies vaccine is also recommended for pre-exposure for certain international travelers. The rabies vaccine may also be recommended after being bitten or scratched by an animal or otherwise exposed to rabies. In the case of post-exposure, rabies immune globulin (RIG) is also recommended if the person had not completed the rabies vaccine series for pre-exposure.
Tetanus, Diphtheria, Pertussis (Tdap) Vaccine	A one-time dose of Tdap is recommended for all adults and adolescents. The CDC recommends all health care personnel receive a single dose of Tdap as soon as feasible if they have not previously received Tdap, regardless of the time since their most recent Tetanus/diphtheria (Td) vaccination. Tdap is also recommended for women during every pregnancy.
Tetanus/Diphtheria Vaccine	Tetanus booster is recommended for all adults every 10 years. It is often administered after an injury (e.g., abrasion, burn, or laceration) if the individual has not had a tetanus-containing vaccine within 10 years. It is recommended within five years if an individual has a dirty wound or burn.
Typhoid Vaccine	Typhoid vaccine is often recommended for international travelers to the developing world. Typhoid fever is spread by the fecal-oral route, such as ingesting contaminated food or water. There are two forms of the vaccine: an injectable vaccine that lasts for two years and an oral vaccine that lasts for five years.
Varicella (chickenpox) Vaccine	Per CDC recommendations, all health care personnel without evidence of immunity (e.g., written documentation of two doses of vaccine or laboratory evidence of immunity) should be vaccinated. Screening bloodwork (titers) prior to vaccination may be cost-effective but is not required.
Yellow Fever Vaccine	The yellow fever vaccine is recommended or required for certain travelers to Africa and South America. This vaccine can only be administered in a facility where a physician has applied for state authorization. On certain itineraries, an employee may be denied entry if proof of yellow fever vaccine is not presented to local officials.
Other Vaccines	Other vaccinations, including but not limited to vaccines to prevent shingles, human papillomavirus (HPV), cholera, pneumococcal disease, and immune globulin may be administered at Concentra facilities upon request and clinical approval.

Infectious Disease Screenings

Infectious disease screening includes testing for disease and/or for immunity. The following table describes infectious disease screenings we offer.

Concentra's Infectious Disease Screenings	
Screening	Comments
Hepatitis B Virus	<p>Hepatitis B antibody screening is recommended for health care personnel one to two months after completing a hepatitis B vaccine series to confirm immunity. For new hires who have completed the hepatitis B vaccine series but have no evidence of immunity, an employer may decide to test for vaccine-induced immunity or test after a possible bloodborne pathogens (BBP) exposure. An individual is considered immune once he/she has a positive hepatitis B titer after one month of completing the hepatitis B vaccine series. No further hepatitis B testing is required even if the individual is exposed to hepatitis B because of BBP exposure. According to the CDC, testing for hepatitis B surface antibody on an individual who has not completed the hepatitis B vaccine series should not be performed, as the results could be misleading. Health care personnel who are tested before receiving a documented completion of hepatitis B vaccine series should not be considered immune because a positive hepatitis B titer is a known correlate of protection only when testing follows a documented hepatitis B vaccine series.</p> <p>Testing for hepatitis B disease (hepatitis B surface antigen) may also be indicated in the source person in the event of an exposure to blood or other potentially infectious material (OPIM).</p>
Hepatitis C Virus	<p>Hepatitis C testing is recommended after an employee has an exposure to blood or other potentially infectious material (OPIM). Testing for hepatitis C disease may be also indicated in the source person.</p>
HIV	<p>Testing for HIV is indicated after an employee is exposed to blood or OPIM. Testing is indicated in both the exposed and source person. Some countries require HIV testing for business visas. There are other indications for HIV testing. Concentra offers rapid HIV tests and the newer, fourth-generation HIV test.</p>
Influenza	<p>Testing for influenza as part of an acute care visit could be performed to help guide clinical decisions.</p>
Measles, Mumps, Rubella	<p>Testing for immunity to measles, mumps, and/or rubella is an option instead of vaccination for employees (e.g., health care personnel) when immunity to these diseases is recommended or required and proof of vaccination or disease is not available.</p>
Tuberculosis (TB)	<p>TB is a disease spread through the air from one person to another. It is recommended and/or required that all health care personnel be screened for TB prior to employment and patient interaction. Some health care personnel are recommended or required to be screened for TB annually (varies by state). TB screening may be recommended and/or required for correctional facility workers, first responders, teachers, daycare workers, homeless shelter staff, and others. Employers may choose to screen employees prior to starting employment.</p> <p>Screening for TB can be performed by skin testing or blood test such as the T-spot. A chest X-ray should be performed if the blood or skin test is positive or if there are symptoms consistent with TB disease.</p> <p>Tuberculin Skin Test (TST) – The skin test requires that the employee return in 48-72 hours after its administration to have it read. Two-step skin testing (i.e., administering and reading the TST twice within a three-week period) is recommended for the initial skin testing of adults who will be retested periodically, such as health care workers or nursing home residents.</p> <p>T-Spot (Blood Test) – This blood test is preferred for foreign-born persons who have received the Bacille Calmette-Guérin (BCG) vaccine or employees who may have difficulty returning to have the test read. Two-step testing is not indicated with the blood test. The T-spot is blood work and can only be collected Monday through Thursday. It may take five to seven days to obtain results.</p>
Varicella (chicken pox)	<p>Testing for immunity to varicella is an option instead of vaccination for employees (e.g., health care personnel) when immunity to these diseases are recommended or required and proof of vaccination or disease is not available. For individuals born before 1980, when natural infection provided immunity to most people, checking a varicella titer instead of vaccinating may be cost effective.</p>
Other	<p>Many other tests for infectious diseases are available upon request and clinical approval. This includes tests for screening and treating infectious diseases as part of acute care visits.</p>

Drug and Alcohol for Post-Offer, Post-Accident, Post-Injury and Reasonable Suspicion

DOT-Compliant Urine Drug Screens

Concentra conducts urine drug testing in full compliance with Department of Transportation (DOT) rule 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing) and adheres to all Substance Abuse and Mental Health Services Administration (SAMHSA) policies and procedures to ensure appropriate chain of custody. By following these procedures in both federal and non-federal testing, Concentra simplifies the collection process, offers the most defensible procedures for our collectors and clients, and provides the optimal level of confidentiality for the donors.

Our typical process includes:

- Certified staff to perform collections
- Use of split specimen collection method as required by DOT
- Use of the proper custody and control forms (CCF) for regulated and non-regulated testing, using electronic CCFs when possible
- Proper specimen containment
- Shipment of specimen, within 24 hours, to a SAMHSA-certified laboratory for analysis
- Involvement of a Medical Review Officer (MRO) for follow-up review, as appropriate

Concentra Collectors

Concentra's collector certification course meets and exceeds the DOT training model. To help ensure consistency among all Concentra markets in adhering to DOT regulations, we developed a three-phase *Collector Certification Program*. Our policy is that all collectors (new hires and existing) successfully complete each phase of the program prior to Concentra certifying the individual to perform drug screen collections. Concentra's intention is to maintain high standards and quality throughout the collection process. *To that end, although DOT regulations require refresher training to occur within five years, Concentra requires refresher training for all collectors every 2.5 years.* If the collector does not complete refresher training within the designated timeframe, we do not allow him/her to perform DOT collections.

We summarize each phase of our Collector Certification Program in the following table.

Concentra Collector Certification Program	
Phase One: Study Guide and Quiz	
Intranet study guide and quiz (required prior to attending Phase Two)	
Phase Two: Classroom Instruction	
<ul style="list-style-type: none"> ▪ Interactive instruction ▪ Hands-on collection training 	<ul style="list-style-type: none"> ▪ Written examination (85 percent pass rate required for certification) ▪ Completion of Collector Acknowledgement Form
Phase Three: Proficiency Examination	
<ul style="list-style-type: none"> ▪ Five consecutive, error-free mock collections ▪ Two uneventful collection scenarios ▪ One "insufficient quantity of urine" scenario 	<ul style="list-style-type: none"> ▪ One "temperature out-of-range" scenario ▪ One scenario in which the donor refuses to sign the CCF and initial the specimen bottle's tamper-evident seal

Collection Process

Concentra uses the DOT-required split specimen collection method, when possible. DOT collection specimens are tested for substances outlined in the most recent regulations. The certified collector and appropriate laboratory adhere to the following guidelines:

- Collect a minimum of 45 milliliters (ml.) of urine
- Divide the specimen into two bottles, 30 ml. in one and 15 ml. into a second bottle
- Seal the specimen appropriately
- Transport each specimen to the laboratory within 24 hours
- Once received, the lab analyzes the primary 30 ml. bottle while the second bottle is held pending a request from the employee for a second test in the event of a verified positive of the primary test result

Observed Collections

We acknowledge that in certain instances, direct observation may be required, and Concentra can meet this requirement.

Chain of Custody

When collecting urine specimens, Concentra adheres to all SAMHSA policies and procedures to ensure appropriate chain of custody to document the integrity and security of the specimen from the time of collection until receipt by the laboratory. *For DOT collections, we use the federal chain of custody and control form (CCF); for non-regulated drug screens, we use the non-federal CCF.*

Specific to DOT testing, Concentra completes the federal CCF in accordance with SAMHSA guidelines, as we outline below:

- Collector ensures that the name and address of the drug testing laboratory appears on the top of the CCF and that the specimen ID number on the top of the CCF matches the specimen ID number on the labels/seals
- Collector provides the required information in step 1 on the CCF and provides a remark in step 2 if the donor refuses to provide his/her Social Security or employee ID number
- Collector gives a collection container to the donor to provide specimen
- After the donor gives the specimen to the collector, the collector checks the temperature of the specimen within four minutes, marks the appropriate temperature box in step 2 on the CCF, and provides a remark if the temperature is outside the acceptable range
- Collector checks the split or single specimen collection box:
 - ✓ If no specimen is collected, the collector checks that box, provides a remark, discards Copy 1, and distributes the remaining copies as required
 - ✓ If it is an observed collection, the collector checks that box and provides a remark
- Donor watches as the collector pours the specimen from the collection container into the specimen bottle(s), places the cap(s) on the specimen bottle(s), and affixes the label(s)/seal(s) on the specimen bottle(s)
- After affixing the labels/seals, the collector dates the specimen bottle label(s)
- Donor initials affixed and dated specimen bottle label(s)
- Collector turns to Copy 2 (MRO Copy) and instructs the donor to (1) read the certification statement in step 5 and (2) sign, print name, date, provide phone numbers, and date of birth; if the donor refuses to sign the certification statement, the collector provides a remark in step 2 on Copy 1
- Collector completes step 4 (i.e., provides signature, printed name, date, time of collection, and name of delivery service), immediately places the sealed specimen bottle(s) and Copy 1 of the CCF in a leak-proof plastic bag, releases specimen package to the delivery service, and distributes the other copies as required

Specimen Transport

Once the specimen is sealed, a courier picks up the specimen from the collection site via automobile. The collector or collection site must ensure that each specimen collected is shipped to a laboratory as quickly as possible, but in every case, within 24 hours. Specimens are picked up one to two times per day depending on the volume of drug tests being administered at the center location.

Laboratory Urine Drug Screening

Initial Screening Test

A high-sensitivity enzyme immunoassay (EIA) screens for the presence of commonly abused drugs. At this stage, test results equal to or greater than a calibrated immunoassay cutoff concentration identify presumptively positive specimens. Each batch contains both negative and positive quality control samples along with one blind quality control sample that is inserted into the batch in a random position.

Laboratory Urine Screen Confirmation Test

For specimens that do not screen negative initially, confirmatory drug testing is performed by gas chromatography/mass spectrometry (GC/MS), liquid chromatography/mass spectrometry (LC/MS), or any other technique recognized by the U.S. Department of Health and Human Services (DHHS) and Substance Abuse and Mental Health Services Administration (SAMHSA).

The concentration of drug or drug metabolite in each donor specimen is determined by comparison of the response of the specimen to the response of calibrators of known concentration. As with the screening test, each batch contains both negative and positive quality control samples along with one blind quality control sample that is inserted into the batch in a random position. If required, confirmation testing for specimen validity is performed by the same or, if available, a second definitive method that can be utilized to identify specimens as adulterated, substituted, or invalid. Each confirmation test is performed on a second aliquot that is obtained from the original specimen container and all confirmation batches contain appropriate quality control samples to verify the performance of the procedure.

- If a donor specimen has a concentration of drug that is less than the employer-specific cutoff, the specimen is determined to be negative for the confirmation test.
- If a donor specimen has a concentration of drug that is greater than or equal to the employer-specific cutoff, the specimen is determined to be positive for the specific test.

Laboratory positives are transmitted to the Medical Review Officer (MRO.) The MRO gathers all test data, interviews the donor, and confirms the result as positive or negative. The result is posted only after MRO verification.

Panel Drug Tests

5-panel tests include the five drug classes tested on most standard panels, including Department of Transportation (DOT). 10-panel tests are expanded to combine tests in 6, 7, 8, 9, and 10 panel options. Results will indicate a positive or negative status for each class of drug.

5-panel Test		10-panel Test	
▪ Marijuana (THC)	▪ Marijuana (THC) *	▪ Barbiturates	
▪ Cocaine	▪ Cocaine	▪ Benzodiazepines	
▪ Amphetamines	▪ Amphetamines	▪ Methadone	
▪ Phencyclidine (PCP)	▪ Phencyclidine (PCP)	▪ Oxycodone	
▪ Opiates	▪ Opiates	▪ Methamphetamine	

* 10-panel also available *without* THC

Breath Alcohol Testing

Concentra conducts breath alcohol testing using an evidential breath testing (EBT) device selected from the National Highway Traffic Safety Administration (NHTSA) Conforming Products List for both screening and confirmation testing. To ensure quality results, we calibrate each EBT device daily and after every positive result, without exception. Records of the calibration are filed with a retention period of five years. In addition, personnel performing breath alcohol testing are trained and certified as breath alcohol technicians (BAT) in accordance with Department of Transportation (DOT) guidelines.

Initial Test

Typically, breath alcohol tests that register less than 0.02 g/210 L are reported as negative (for the purposes of DOT) and no additional testing is required. Breath alcohol tests that register 0.02 g/210 L or greater require a second confirmatory test.

Breath Alcohol Confirmation Test

If the confirmatory test is less than 0.02 g/210 L, the results are reported as negative. Breath alcohol results that register 0.04 g/210 L or greater on the confirmation test are immediately reported to the employer. A result that registers 0.04 g/210 L or greater is considered a DOT positive result.

Annual Random DOT Drug Screens and Breath Alcohol Tests

Concentra Medical Compliance Administration (CMCA) random selection program eliminates manipulation of the selection process and adheres to DOT regulations.

We use a pool management feature in our drug testing program to capture information needed to schedule random pool selections within the required time frame, including:

- Name of pool
- Selection interval – monthly or quarterly
- Last selected – indicates period the last pool was selected
- Scheduled – indicates pool has been scheduled

Website users are able to view the employee list for each random pool group, add and remove members from the random pool group, and view the current random selection 24 hours a day, seven days a week.

Once pools are established, the City's random selection process is conducted. To proceed:

- The City's contact updates additions and deletions of pool employees via the web, or via email if web is not available
- CMCA imports records from the client database and creates pool groups to meet specified criteria
- Once the pool has been created, employees have been imported to the pool, and year-to-date statistics are verified, random selection is electronically run
- CMCA prints a master random selection list and sends employee notification and instruction letters to the City's contact
- CMCA reports whether an employee has completed his/her drug test and reports on outstanding tests

Medical Review Officer (MRO) Services

When the laboratory confirms a non-negative result, Concentra enlists a Medical Review Officer (MRO) through our preferred vendor for review of the result. An MRO assistant ensures the MRO copy and the laboratory copy of the chain of custody and control form (CCF) are transmitted timely, as the MRO will not initiate a donor interview until receiving the MRO copy of the CCF and will not transmit verified results until receiving the laboratory copy. If the MRO is unable to obtain either copy, the MRO reports a "canceled" test.

The MRO makes three or more attempts in a three-day period to reach the donor (barring unforeseen circumstances, such as donor's phone disconnected). The MRO interviews the donor to determine if there is a legitimate medical explanation for the non-negative result. The MRO can ask medically related questions

(which the donor's employer cannot ask under the Americans with Disabilities Act) to validate or invalidate a non-negative laboratory result.

The MRO's standard responsibilities include:

- Conform to DOT Regulation 49 CFR Part 40 in the performance of all services and data transmissions for DOT and non-DOT drug tests
- Provide an MRO assistant to review all test results and CCFs under the MRO's direct supervision
- Receive appropriate copies of the CCF within 24 hours of the collection; if collection sites do not adhere to this requirement, Concentra provides appropriate follow up and training
- Store MRO records within regulatory requirements and best practices to maintain confidentiality
- Facilitate blind sampling for all laboratories, per DOT regulations
- Adhere to federal guidelines when coordinating the collection site process
- Transmit results via a secured network; SAMHSA-certified laboratories produce an export file from their information management system and send it across their internal network in an encrypted file, restricting access

Laboratory Services Vendor

Concentra would utilize our preferred vendor, Quest Diagnostics Incorporated (Quest), for laboratory analyses.

Established in 1990, Quest possesses 28 years of experience providing exceptions services in the field of laboratory testing. Quest Diagnostics Clinical Laboratories, Inc., a subsidiary of the parent company, has four forensic drug testing laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and accredited by the College of American Pathologists-Forensic Drug Testing (CAP-FDT); three of the labs are also Clinical Laboratory Improvement Amendments (CLIA)-certified.

Each of Quest's forensic toxicology laboratories is certified by the Department of Health and Human Services (DHHS)/SAMHSA to perform urine drug testing under the federal program. The four SAMHSA certified laboratories are compliant with SAMHSA guidelines as detailed in the Federal Register 73 (228): 71858-71907 (11-25-2008) and the DOT's 49 CFR Part 40 rules, detailed in Federal Register 65 (244): 79462-79579 (12-19-2000), and any subsequent revisions. The DOT, Nuclear Regulatory Commission (NRC), Federal Railroad Administration (FRA), Pipeline and Hazardous Materials Safety Administration (PHMSA), and the FMCSA all require this certification.

Each laboratory is licensed by the state where the laboratory is located. Quest's drug testing procedures and laboratories are also fully certified and accredited by federal government agencies, and professional organizations such as the Agency for Health Care Administration (AHCA) Florida and CLIA.

Of relevance, Quest:

- Performs services in all 50 states and the District of Columbia (DC), Puerto Rico, Mexico, and the United Kingdom
- Performs more than 11 million drug and alcohol tests annually
- Performs more than 300 million clinical tests each year
- Is trusted by more than two-thirds of the nation's hospitals
- Is the preferred laboratory of choice for more than 200,000 physicians
- Impacts more than 70 percent of the health care decisions made by physicians today

We outline Quest's capabilities in the following table.

Quest Diagnostics, Inc. – Testing Capabilities	
Substance Abuse Testing	Clinical Testing
<ul style="list-style-type: none"> A comprehensive menu of both standard and customized panels Specialized test panels and adulterant testing, including expanded opiate and DOT and HHS panels A range of specimen options, including urine, oral fluid, hair testing, and breath alcohol testing 	<ul style="list-style-type: none"> A national network of laboratories with locations in or near all major cities, so there is always a lab nearby Two full-service, bicoastal, esoteric testing laboratories for fast turnaround on specialized testing Additional clinical laboratory testing options including, but not limited to: OSHA, industrial, heavy metals, esoteric testing, and executive health panels

Administrative and Support Services

Appointment Scheduling

Concentra would provide the City's employees with prompt service. Although our medical centers are primarily "first come, first serve," Concentra can accommodate scheduled appointments if requested, with 24 hours' advance notice. In addition, our medical centers implement "fast track" drug/alcohol testing services where employees experience a 30-minute-or-less wait time for drug specimen collection and/or breath alcohol testing.

Billing and Invoicing

Concentra's Central Business Offices (CBO) maintain responsibility for all aspects of revenue billing and collection within their designated regions, including bill production, cash receipt, payment posting, and account receivable management services. We outline our standard billing process in the following table.

Concentra's Billing and Invoicing Practices	
Service Type	Billing/Invoicing Details
Non-Injury Care	<ul style="list-style-type: none"> Invoices generated weekly by market Includes a minimum of the following for each line item: patient name, date of service, employee's department location (if provided), complete list of services performed Term is net 30 days

Patient Confidentiality

Concentra takes the privacy, security, and protection of confidential and personal information very seriously and we have enterprise-wide strategies and industry leading technologies to maintain compliance with the HIPAA Privacy and Security Regulations.

Concentra's Compliance department incorporates all aspects of HIPAA, information security, privacy, and compliance into our initial colleague training upon hire and annually thereafter. New privacy and security laws and challenges including high profile topics such as phishing, social engineering, and data handling procedures are communicated through corporate communications (e.g., Concentra intranet, internal newsletters, and face-to-face educational programs) on a quarterly basis. We have HIPAA policies and procedures in place to ensure on-going compliance with the HIPAA Privacy and Security Regulations.

We also employ:

- A HIPAA-compliant Business Associate Agreement (BAA) with any third-party whose services provided, and data shared, are subject to the HIPAA regulations
- Concentra-owned, internal documentation systems on our servers, all of which are protected by firewalls and anti-virus technologies that are monitored daily
- A secured intranet for all internal documents and a secured virtual private network (VPN) for authorized remote access
- HIPAA policies and procedures that outline the required privacy and security requirements for handling, maintaining, and disposing of personal health information (PHI)
- Contracted service with a bonded (HIPAA-compliant) vendor to manage the shredding and recycling of paper documents located internally in locked cabinets within our office space (as per the HIPAA guidelines). Our vendor provides an approved form of identification, picks up and removes all materials from our offices, and obtains required signatures from our bonded workers
- Password protected access to all sensitive client files and access only to those staff members with a need to know, who require the files to support direct client services
- Acknowledgement of our HIPAA compliance for all employees within new hire and annual training
- HIPAA regulations regarding proper consent prior to sharing individual PHI with any party, i.e., client (employer), insurance company, or other provider(s), as required

Concentra's established internal control mechanisms are designed to ensure proper safeguarding of each client's employees' PHI while allowing us to provide them with excellent care.

- **Roles of all involved parties clearly identified**

Program Management

Concentra carefully considers each project and its unique goals when assigning an account management team. We take a collaborative approach that combines local operational and clinical support to ensure quality and service excellence. The individuals we select bring valuable, relevant experience to the program and provide ongoing support within their respective areas of expertise.

Initial Contact

Travis Bowman, Field Account Executive, would be designated as the City's initial point of contact throughout the procurement and contracting phases. Mr. Bowman would be responsible for ensuring Concentra colleagues know and understand the City's program requirements and would be available to answer your questions throughout this initial phase of engagement.

Operational Oversight

Michele Kessner, Center Operations Director (COD), would serve as the day-to-day contact for program operations. This individual regularly monitors processes and procedures to ensure ongoing compliance with applicable regulations and guidelines, as well as program specifications. She is invaluable to the success of the program and is available to answer questions, address issues, and ensure the program continues to operate efficiently.

Responsibilities of the COD include:

- Serve as the liaison between Concentra and the City
- Oversee day-to-day medical center operations
- Implement and ensure ongoing compliance with operational policies, procedures, and training programs within the center

- Manage patient care issues and other center issues requiring resolutions
- Ensure a clear understanding of contract objectives and deliverables to successfully execute programs and projects
- Collaborate with center, area, and regional leadership teams to ensure we effectively deliver the agreed upon scope of work, monitor program outcomes, and maintain the account

Clinical Oversight

Dorothy Jennings, DO, Center Medical Director (CMD), would provide primary oversight for clinical practices, ensuring continued compliance. She would ensure that the medical interpretations and associated clearances comply with the most recent medical standards and guidelines, and adhere to applicable regulations. Her expertise relevant to the desired scope of work would be instrumental in the provision of services.

Responsibilities of the CMD include:

- Review all medical history and perform medical physical examinations
- Understand all medical surveillance requirements of OSHA, DOT, NFPA, police officer standards, ADA, FMLA, and other regulated examinations
- Report the results of the medical evaluation to the employee, including any medical condition(s) identified during the evaluation
- Provide the recommendation as to whether the employee is medically certified to safely perform the essential job tasks
- Forward copies of any abnormal results, along with patient instructions regarding primary care follow-up, to individuals who were instructed to seek medical follow-up to address any medical conditions or abnormal laboratory results identified during the evaluation
- Provide or arrange for a prescriptive rehabilitation and/or fitness program when indicated to aid in the employee's recovery from illness or injury and enhance his/her ability to safely perform essential job tasks
- Review medical evaluations conducted by other clinicians
- Review individual medical evaluations and aggregate data to detect evidence of occupational exposure(s) or clusters of occupational disease

Physical Therapy and Functional Testing Oversight

Christy Boeckman, DPT, MTC, PT, Center Therapy Director (CTD), would provide oversight for the physical therapy and functional testing services rendered as part of the program. She is an expert in her field and possesses a wide breadth of knowledge overseeing these services for other area clients. She utilizes this expertise to deliver services that objectively assess an employee's functional abilities and expedite the return-to-work process.

Responsibilities of the CTD include:

- Conduct an initial evaluation on clinician referrals and develop appropriate treatment plans
- Ensure treating clinicians have the necessary information to appropriately evaluate an employee's functional ability
- Communicate with all clinicians and the client regarding an employee's diagnoses, setting expectations for return-to-work, emphasizing education and motivation, and discussing specific rehabilitation issues and early intervention opportunities
- Utilize knowledge of best demonstrated practices and quality indicators to evaluate and measure program effectiveness, and implement methods to improve processes and outcomes
- Ensure compliance with guidelines and regulations established by the relevant licensing, certification, and accrediting bodies, including the Americans with Disabilities Act (ADA)

Center Staff

Concentra employs skilled and experienced health care professionals to deliver services relevant to our offering. Center staff includes an appropriate combination of physicians, mid-levels, nurses, physical therapists, radiology technicians, and medical assistants.

Clinical Professionals

Concentra utilizes qualified and appropriately licensed and credentialed clinical professionals to serve the occupational health needs of a client's workforce. These professionals are skilled in their respective areas of expertise and undergo extensive annual training in addition to continuing education classes. Furthermore, our clinical professionals are vigilant in applying their knowledge to recognize and diagnose potential exposures and resulting health issues. They regularly monitor OSHA, DOT, NFPA, police officer standards, ADA, and other applicable federal and state regulations to ensure all associated services remain in compliance and adhere to best practice guidelines.

Support Staff

Concentra employs qualified support personnel whom we train and fully certify to perform their associated tasks. Specifically, our center support staff includes drug specimen collectors certified to perform DOT collections, certified breath alcohol technicians, National Institute for Occupational Safety and Health (NIOSH)-certified pulmonary function testers, Council for Accreditation in Occupational Hearing Conservation (CAOHC)-certified personnel to perform audiometric testing, certified radiologic technologists, certified medical assistants, and certified phlebotomists.

- **Familiarity with project location as evidenced by proposal/interview (if applicable)**
Not applicable.
- **Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere**

The Concentra Advantage

The City has unique service specifications and Concentra can deliver customized clinical solutions to help you achieve your program goals and objectives. We treat one in every five work-related injuries/illnesses, more than 18 million since 1979. We maintain policies and procedures to ensure ongoing compliance with standard regulating bodies, including the Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the National Fire Protection Association (NFPA), police officer standards, and many others. Our approach successfully combines evidence-based medicine with our clinical expertise and superior service discipline to deliver convenient access to quality care and measurable cost savings.

A Best-in-Class Occupational Health Model

With a clear and compelling vision and a notable record of accomplishments, we offer our best-in-class solution and a health care experience that is second to none. As clients come to know us, they discover Concentra's value in everything we do.

Clinical Foundation

Concentra was founded by physicians as a medical practice and the delivery of high quality medical care continues to be our core competency to this day. We hire and retain some of the finest clinicians in the industry and have established a model for workplace health unequalled in the industry. Concentra's Medical Expert Panels work to identify health trends, research new treatment approaches, monitor regulatory changes and develop clinical practice guidelines and best practices.

Examples include, but are not limited to:

- Developed the FReSH program (Functional Restoration/Status of Healing Scale), a new approach to pain management, which focuses on functional movement and improvements in the healing process. This program encourages patients to take a more active role in their recovery which means injured employees return to work faster, making your company more productive.
- Developed a Sleep Evaluation Worksheet (SEW) used by our clinicians to evaluate individuals in safety sensitive positions for the presence of sleep disorders that may pose a hazard to themselves and their workplace. This was created due to the lack of guidelines in the FMCSA's Medical Examiner Handbook and to provide consistency and direction for our medical examiners. The SEW incorporates recommendations from the FMCSA's Medical Expert Panel and the Medical Review Board.

Concentra has also built the clinical infrastructure to keep us at the forefront in workplace health and our Enterprise Quality Improvement Program Committee monitors key quality measures and oversees improvement initiatives.

Expertise and Innovation

Concentra played a significant role in creating the workplace health industry model that exists today. We apply our proven methodologies to occupational medicine and workers' compensation and have developed evidence-based clinical guidelines to help improve treatment and overall outcomes. We established the Concentra Occupational Health Research Institute (COHRI) in 2000 to promote scientific research and continuing medical education in occupational health.

Unmatched Access

With Concentra, your employees have access to our extensive network of more than 530 Concentra medical centers nationwide. Our 2018 acquisition of U.S. HealthWorks solidifies our position as the largest occupational health provider in the country. Combined with de novo (new) centers, our total 2018 increase of 220 centers demonstrates our commitment to provide quality health care to the nation's employees.

In addition, Concentra Telemed™ and Concentra Telerehab®, both of which launched in 2017, extend access to care beyond the centers' walls and standard working hours. Our integrated approach ensures continuity of care by leveraging the same electronic medical record and practice model regardless of access point.

Also launched in 2017, Concentra's Transportation Solution powered by One Call Care Management provides injured employees with scheduled and real-time rides to and from Concentra medical centers. Available nationwide, our transportation solution is provided free of cost for employee transportation after initial injury, for follow-up appointments, and for scheduled physical therapy visits.

With One Call Care Management, employees or their supervisors call their local Concentra medical center to request a ride. A few minutes after requesting a ride, a driver sends a text message notifying the employee of the estimated time of arrival for pickup. After the visit, center staff members arrange for the employee's ride back to the workplace or home, depending on the severity of the injury and the treating clinician's recommended treatment plan. The City's employees would have prompt access to expert care, convenient rides with no smartphone app or tip required, and reduced time away from work.

One Call Care Management is a leading provider of specialized solutions in the workers' compensation industry. One Call Care Management provides transportation using their own transportation network, and through partnerships with ride-sharing services like Lyft and Uber.

Our Mission

Our company mission is to improve the health of America's workforce, one patient at a time. We take a customized approach that enables us to meet the diverse needs of our customers across the U.S. We attribute our success to our commitment to put our customers' people first, delivering personalized attention that optimizes employee health and productivity.

Clinical Experience

Non-injury Experience

Concentra has been performing physical examinations, conducting drug and alcohol testing, and administering immunizations and vaccinations since our inception more than four decades ago. We maintain written guidelines on all relevant regulatory standards and create client-specific service packages tailored to meet the unique needs of each client's program requirements. Furthermore, we assure that only qualified individuals perform the requested services, in accordance with all local, state, and federal guidelines.

Department of Transportation Experience

Annually, Concentra performs more than 800,000 DOT examinations, making us the nation's largest provider of screening services for drivers of commercial motor vehicles. We provide DOT physical examinations for employers who operate in various industries, including:

- Aviation (FAA)
- Trucking (FMCSA)
- Railways (FRA)
- Public Transit (FTA)
- Maritime (MARAD)
- Pipelines and Hazmat (PHMSA), and more

Concentra maintains current, comprehensive knowledge of DOT rules and regulations. We require all Concentra physicians to be Federal Motor Carriers Safety Administration (FMCSA) National Registry certified to complete DOT examinations. In addition, Concentra offers the FMCSA curriculum as part of our training program to educate medical examiners on multiple topics within 13 different training modules on FMCSA regulations. Concentra's participants who complete the program are prepared to:

- Apply knowledge of FMCSA's driver physical qualification standards and advisory criteria to findings gathered during the driver's medical examination
- Make sound determination of the driver's medical and physical qualifications for safely operating a commercial motor vehicle (CMV) in interstate commerce
- Accurately complete the Medical Examination Report Form

As a recognized expert in DOT, Concentra also provides a suite of DOT-related services to keep employers and their drivers safe and compliant, including:

- DOT Drug Testing – DOT drug screenings test for the presence of illegal drugs, alcohol, and other substances
- Concentra's Sleep Evaluation Program – Objective and consistent evaluation of drivers who are at a risk of collision due to excessive sleepiness

Concentra is proud of its experience and attributes much of our success to our resident experts. Former Concentra physician, Ellison Wittels, MD, FACP, was the former senior consultant to the FMCSA. Dr. Wittels chaired the 2002 Cardiac Advisory Panel, which was empowered to provide cardiac interpretive guidelines to all physicians performing DOT medical examinations.

Due to our vast experience and relationship with the FMCSA, Concentra published a book, "Concentra Guide to Medical Certification of Commercial Drivers," to create consistent medical interpretations for

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

Concentra physicians. The Concentra Guide integrates and defines the federal standards, medical guidelines, recent literature, and opinion, thus, providing a consistent framework for the medical examiner's assessment of the DOT-covered participant and determination of fitness. This led to Concentra physicians creating a training and certification course for non-Concentra physicians regarding DOT examination procedures and interpretations.

The City would benefit from Concentra's vast experience maintaining the health and safety of commercial drivers.

Firefighter and Police Officers Examination Experience

For more than 40 years, Concentra has performed examinations for firefighters, police officers, and other safety sensitive positions through our network of freestanding medical centers and employer onsite clinics. *Today we provide services to more than 1,500 fire, rescue, and police departments nationwide.* We maintain written guidelines on all firefighter and police officer standards and the regulations specified by the Occupational Safety and Health Administration (OSHA), National Fire Protection Agency (NFPA) Standard 1582, the Americans with Disabilities Act (ADA), and other applicable laws. Our clinicians delivering services have the appropriate certifications to perform the necessary clinical evaluations.

Firefighter Examination Experience

Evaluating firefighter candidates to determine if they are physically capable of performing the essential functions requires special expertise. Candidates must be evaluated in conjunction with NFPA Standard 1582 guidelines — a standard established by individuals with fire safety expertise and approved by the American National Standards Institute. The inherent on-the-job requirements of a firefighter necessitate that candidates have the strength and fitness to crawl or walk extensively, climb stairs/ladders while lifting and carrying heavy objects, wear a self-contained breathing apparatus, ventilate roofs or walls using power tools and/or hand tools, and advance water-filled hoses. Understanding this, Concentra has created physical conditioning procedures and performed job site analyses, physical fitness testing, and more for hundreds of fire departments nationwide. We follow local, state, and federal guidelines, including NFPA and International Association of Fire Fighters / International Association of Fire Chiefs (IAFF/IAFC) standards, to ensure individuals in these positions are fit to perform their essential job functions.

Police Officer Examination Experience

In performing their duties, police officers frequently face strenuous physical situations. They can be involved in combative incidents, including handcuffing, use of restraining devices, batons, locks, grips, holds, self-defense, and body force. As emergency responders, they can be required to run, jump, climb, crawl, walk extensively, lift, carry, drag, pull, balance, and push. In addition, police officers are often subjected to extreme psychological and emotional stress when dealing with aggression, violence, and cruelty, and must intervene in high-pressure, human crisis situations frequently. As such, it is imperative to provide thorough candidate evaluations and pre-screenings, and access to ongoing medical and psychological support for officers, to ensure the overall health and safety of these individuals. Concentra has extensive experience working with hundreds of police departments and other law enforcement agencies across the country to help ensure their officers are fit to perform their essential job functions. We adhere to all local, state, and federal guidelines, as well as each agency's unique standards.

- **Proposed communication process**

Technology

Concentra medical center, onsite clinic, Concentra Telemed, or Concentra TeleRehab site in the country. Our EMR integrates with practice management systems and supports continuity of patient care and an exceptional customer experience. Allscripts provides:

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

- Computerized order entry and management with electronic integration with laboratory and X-ray vendors
- Supports both onsite dispensing and pharmacy e-prescribing
- Customized clinical documentation templates to support clinical operations
- Best practice, evidence based, diagnosis specific care guides
- Integrated tasking and communication function

Allscripts supports all clinical operations, improves clinical quality, and streamlines the information exchange process to afford our clinicians the ability to quickly and accurately communicate information to the City and your employees. The system also provides data-driven insights, allowing us to apply population management principles for measurable trend management. Our ability to capture member data in real time from multiple sources helps us learn the health and social behavior patterns unique to each individual and the City's population in the aggregate.

Employer Portal

Concentra offers a self-service, online tool for the City's convenient access to account information, test results, and reporting. The Concentra Employer Portal (the Portal) uses advanced security software to ensure privacy and the protection of employee information.

- Online account management
- ✓ Access to make edits to your company and location addresses and contacts
- ✓ View capabilities of all service packages, components, and payors, third-party administrators, and medical review officers
- Timely updates to your employees' non-injury and injury visit results and work restrictions
- ✓ Full integration of existing employer reports for easy access
- ✓ Export and print functionality for all accessible reports
- ✓ Archive and search functions for stored reports provided
- Ability to create, manage, and review employee authorizations online
- ✓ Electronic creation of authorization forms
- ✓ Print and email functionality to communicate authorizations to your employees
- ✓ Search and archive functions
- Enhanced security features protect your information
- ✓ Access control
- ✓ Database monitoring
- Malware and virus protection
- Intrusion detection and prevention

Standard Reporting

Individual patient encounters provide the basis for the reporting system. Our system would create a report for each employee seen at Concentra and would make it available to the City via the Employer Portal. Concentra can set up notification for multiple contacts, if desired. The following table outlines examples of our standard visit-based report output.

Sample Reports and Communications	
Non-Injury Status Report	<ul style="list-style-type: none"> Generated after each non-injury visit Includes the employee's name and demographics, date seen, time checked in and out of the center, results, and remarks
Patient Referral	<ul style="list-style-type: none"> Generated when a referral to a specialist takes place Includes basic demographics, billing information, specialist information, and referrals details (i.e., type of referral, recommendations, priority, notes)

Utilization Reporting

Concentra also offers utilization reports that share key injury information. This report captures all injuries treated at Concentra for each employer, and provides detailed information specific to injury care services, including but not limited to the following:

- Number of employees treated
- Distribution of body category injured
- Number and percentage of cases closed
- Average visits per case
- Percentage of cases referred to a specialist provider
- Percentage of cases referred to physical therapy
- Average days to discharge
- Percentage of cases with off-duty and limited-duty days
- Average number of off-duty and limited-duty days
- Average cost per case
- Comparisons of the project data to the entire client market for the same period

Results Reporting

Physical Examinations

Concentra evaluates and reports all medical information back to an employer's designated representative within 24 hours of receiving all relevant data. The report provides a recommendation based on the results, and any recommended referrals and/or restrictions. The clinician notes if additional testing is necessary and advises of the clearance status for job placement. If the results require supplemental testing, Concentra would notify the City's designated representative prior to performing any additional testing. *Depending on the specific components tested for (i.e., blood or urine analysis), results may take up to five days to report.*

Drug and Alcohol Testing

Concentra's average turnaround time for a negative drug screen result is 24-48 hours upon receipt at the laboratory. Turnaround time for a non-negative drug screen result, including Medical Review Office's (MRO) review, varies for non-DOT and DOT tests, and may take 48 to 72 hours depending on the MRO verifications.

- For a non-DOT non-negative drug test, MRO review is at the employer's discretion and results can take 48 to 72 hours once received at the lab.
- MRO review is required for all DOT non-negative drug tests. While we can report a non-negative result to the MRO within 48 hours, the average turnaround time for a non-negative DOT drug screen review by the MRO varies. Per DOT guidelines the donor has up to five days to contact the MRO before the MRO reports a result.

Breath alcohol test results are reported the same day the specimen is obtained.

Occupational Health Centers of Kansas, P.A. dba
Concentra Medical Centers

Company Name

19000 E. Eastland Ctr Ct, Ste 200

Address

Independence, MO 64055-7023

City/State/Zip

816.478.9299

816.478.6526

Telephone#

Fax#

47-2063864

Tax ID No.

Art Ziporin, MD

Authorized Person (Print)

Signature

President, Treasurer and Corporate Secretary

Title

August 30, 2019

Date

C Corporation

Entity Type:

FORM NO. 6A: FEE SCHEDULE

DOT Random Program & Post-Offer Drug Screens		Cost Each
5 panel DOT drug screen		\$45
Annual Random Program Fee		\$250
DOT Post Offer, Pre Employment Physical Examinations		Cost Each
DOT Physical Exam		\$75
Drug & Alcohol Screens		Cost Each
Drug Screen: 10 panel, PA66 Premier Non-DOT		\$45
Instant 11-Panel		\$45
24/7 Drug Screen Collection Fee		Handled by Guardian
Drug Screen Confirm Non-Negative		Included
Observation Fee		Included
Breath Alcohol		\$40
Blood Alcohol		\$55
BAT Confirm Non-Negative		Included
Physicals: Post Offer/Pre Employment, Annual and Specialty		Cost Each
Special (Clandestine Drug, Hazardous Device School, FBI Training, etc)		
Physical exam		\$68
Vital Signs	included	
Height	included	
Weight	included	
Blood Pressure	included	
Resting Pulse	included	
Respiration Rate	included	
Hearing (Whisper Test)	included	
Vision	included	
Body Fat Analysis	included	
Medical History Questionnaire	included	
Audiogram		\$40
Profile 3		\$725
Comprehensive Metabolic Panel	included	
Lipid Panel Phosphorus	included	
Uric Acid	included	
Lipid Profile	included	
HDL	included	
LDL	included	
Triglycerides	included	
TSH	included	
CBC with Differential	included	
Urinalysis with micro	included	
Electrolyte Panel		\$70
Essential Function Level I		\$75
Essential Function Level II		\$85
Spirometry/PFT (Pulmonary Function Test)		\$50
Respirator Questionnaire Review		\$40
Respirator Physical Exam w/Questionnaire Review		\$70
Respirator Qualitative fit test		\$50
Chest X-Ray, PA and Lateral, 2 view (tbd Doctor)		\$85
EKG resting with interpretation		\$80
Stress Treadmill with Interpretation		Not offered by Concentra
Blood Pressure Recheck		Included
Treadmill moving Fee for each move to and between on-sites		Not offered by Concentra
Vision Titmus Screen (w/Color)		\$40
Vision Complete Test (w/Farnsworth)		\$35

PPD (TB skin test)	\$35
Tuberculosis Blood Test	\$150
TB Quantiferon (TB Gold)	Not offered by Concentra
Hgb A1C	Not offered by Concentra
C Reactive Protein (both types)	Not offered by Concentra
Blood Lead Standard Profile (includes ZPP)	\$95
Heavy Metal Screen Blood Profile Level 1	\$215
PSA	\$100
Vaccinations ad Titers	Cost Each
Influenza (annual seasonal injection)	\$35
Influenza (annual nasal mist)	Not offered by Concentra
On Site Staffing Fee for Flu Shots (each on-site date/time)	1 day, no fee. Adtl days \$115/hr
Rabies vaccine (series of 3x = new)	\$400/shot
Rabies vaccine (single 2-year booster)	Not offered by Concentra
RFFIT Rabies Titer (2-year plus S&H)	\$185
Hepatitis A vaccine (series of 2) 20 sets	\$125/shot
Hepatitis B vaccine (series of 3) 20 sets	\$120/shot
Hepatitis A titer	\$150
Hepatitis B titer	\$90
Hepatitis C titer	\$80
Hepatitis titer (Combo A-B-C)	\$250
Tetanus booster	\$70
Tdap Booster	\$105
HVIAB HIV Titer	\$105
Chicken Pox Vaccination	\$190
Mump, Measle, Rubella (MMR) Vaccination	\$145
MMR Titer	\$125
Varicella Titer	\$110
Fit For Duty and other Miscellaneous Services	Cost Each
Ergonomic Evaluation (per hour)	\$300
Job Evaluation	\$150
Minor Fit for Duty	\$85
Comprehensive Fit for Duty (Billed per 15 min increments) per hour	\$100
Medical Consultation	\$200/hour
Establish Office Visit	Not offered by Concentra
Health Fair Participation	Free
Cholesterol Checks (instant) (each)	Part of Biometric Screen \$61.50
Blood Pressure Check (per hour)	Part of Biometric Screen
Healthy Weight Check (per hour)	Part of Biometric Screen
Body Fat (each)	Not offered by Concentra
Vision checks (each)	Not offered by Concentra
Eye Health Check	Not offered by Concentra
Audiometric	\$40
Back Health Check (per hour)	Not offered by Concentra
Exercise Demo/Suggestions (per hour)	Not offered by Concentra
Diet advise (per hour)	Not offered by Concentra

 Occupational Health Centers of Kansas, P.A. dba
 Concentra Medical Centers

 Company Name
 19000 E. Eastland Ctr Ct, Ste 200

 Address
 Independence, MO 64055-7023

 City/State/Zip
 816.478.9299 816.478.6526

Telephone# 47-2063864 Fax#

Tax ID No.

Art Ziporin, MD

Authorized Person (Print)

 Signature
 President, Treasurer, and Corporate Secretary

 Title
 August 30, 2019

 Date
 C Corporation

Entity Type:

PART II
INSTRUCTIONS TO RESPONDENTS

1. MINIMUM QUALIFICATIONS:

- ❖ All respondents to sections dealing with medical services requiring state licensure must provide documentation verifying applicable current licensure status for the practice of medicine and/or the provision of medical services as required by the State of Missouri.
- ❖ All respondents to sections dealing with medically-related consultative services must include applicable training, education, and/or certifications to verify ability to provide such services in a professionally acceptable manner.
- ❖ Your Proposal is to include, but not necessarily limited to, the following:
 - ❖ Costs of Medical Services
 - ❖ Availability of Medical Services
 - ❖ Minimum Annual Fee (If Any)
 - ❖ Maximum Annual Fee (If Any)
 - ❖ Service Fees/Set-Up Fees/Risk Management Fees or other Misc. Costs (If Any)
 - ❖ Cost of Consultative Services, i.e., Loss Control, Safety Training Materials and/or Seminars, etc.
 - ❖ Availability of Consultative Services, i.e., Loss Control, Safety Training Materials and/or Seminars, etc.
 - ❖ Confirm that your firm will coordinate and work with designated City personnel in the scheduling of services.
 - ❖ Confirm that your firm will provide reports as requested by the designated City representative on the provision of service.
 - ❖ Identify computer "on-line" or "dial-up" access by the City's designated representative regarding service provision records, including ability to create and download custom reports. NO information is to be added by the City. Note any cost associated with this optional service (if any).
- ❖ What percentage of your work will the City be?
- ❖ What is the tenure of any representatives of your firm which will be assigned to coordinate with City representative(s)?
- ❖ Identify standard turn time between the City requesting an action and completion by your firm. For example: a request to deliver medical services on-site.

- 2. SELECTION PROCESS:** The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process will consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals

Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.

The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.

The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process.

The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top ranking firm if the City determines interviews are necessary.

The Interview Ranking Score Sheet is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.

Upon selection of the top rated firm, the City may negotiate the specific terms of the agreement including cost.

3. **RESPONDENT COST TO DEVELOP PROPOSAL:** All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.
4. **INSTRUCTIONS FOR RESPONDING TO THIS RFP:** Submittals must be uploaded into Public Purchase e-procurement system prior to the opening date. . The proposal must be organized using the provided Table of Contents.
5. **TERMS and CONDITIONS:** Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.
6. **NO FINANCIAL INTEREST OR OTHER CONFLICT:** By submission of its response, the bidder certifies that they are in compliance with items 6.1 through 7.4.
- 6.1 Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- 6.2 The Service Provider hereby covenants that at the time of solicitation submittal the Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Service Provider further agrees that during the term of the contract/agreement neither the Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.
7. **DEBARMENT AND SUSPENSION STATUS:**
- 7.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 7.2 Offeror has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 7.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 7.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.
8. **INVOICING AND PAYMENTS:**
- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of services, unit prices, and extended totals.
- b. Payment schedule is negotiable.
9. **RENEWAL OPTION:**
- a. The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods.
- b. Adjustment in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All items" (Urban Consumers) index CPI rate.
- c. If the consultant requests an increase in compensation for any renewal period, the consultant shall notify the Procurement & Contract Services Manager no less than sixty (60) days prior to the end of the contract period, and shall provide evidence to the satisfaction of the Procurement & Contract Services Manager of increased costs incurred by the consultant for any element of the bid/RFP for which an increase is requested.
- d. The Procurement Officer shall notify the consultant in writing of the intent to exercise the renewal option. However, failure to notify the consultant does not waive the City's right to exercise the renewal option.
10. **COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:** This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be FOB Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES X NO INITIALS: 

Sales will be made in accordance with the terms and conditions of the Request for Proposal and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the contract unless they are specifically named in the Request for Proposal as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Buyer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction

- 11. BUSINESS LICENSE REQUIREMENTS:** The successful respondent shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of an agreement to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the City to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful respondent to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.
- 12. WORK AUTHORIZATION AFFIDAVIT:** Any contract in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

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

County of Dallas)
) ss.
State of Texas)

Art Ziporin, MD

Occupational Health Centers of
Kansas, P.A. dba Concentra

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

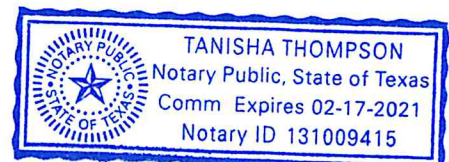
Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a sub-consultant that knowingly employs or contracts with an illegal alien.

Affiant
Art Ziporin, MD

Printed Name
Art Ziporin

Subscribed and sworn to before me this 30th day of August, 2019.

Notary Public



SEAL



Company ID Number: 17365

Client Company ID Number: 800721

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Select Medical Corporation (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and



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coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other



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published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's



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responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin



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E-Verify verification of all existing employees within 180 days after the election.

- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting

requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security



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Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
 - a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
 - b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
 - c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
 - d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.
2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its

development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support



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the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



Company ID Number: 17365

Client Company ID Number: 800721

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Select Medical Corporation (Employer) hereby designates and appoints General Information Services, Inc. (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.


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



Company ID Number: 17365

Client Company ID Number: 800721

Approved by:

Employer Select Medical Corporation	
Name (Please Type or Print) Jennifer Allison	Title VP of Employment Services
Signature 	Date 7/30/2014
E-Verify Employer Agent General Information Services, Inc.	
Name (Please Type or Print) Ashley Moore	Title
Signature Electronically Signed	Date 07/24/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date



Company ID Number: 17365

Client Company ID Number: 800721

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Select Medical Corporation
Company Facility Address	4714 Gettysburg Rd Mechanicsburg, PA 17055
Company Alternate Address	
County or Parish	CUMBERLAND
Employer Identification Number	232872718
North American Industry Classification Systems Code	622
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	1,520



Company ID Number: 17365

Client Company ID Number: 800721

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

PENNSYLVANIA	225 site(s)
ALABAMA	5 site(s)
ALASKA	5 site(s)
ARKANSAS	5 site(s)
ARIZONA	21 site(s)
CALIFORNIA	14 site(s)
COLORADO	21 site(s)
CONNECTICUT	49 site(s)
DIST OF COL	3 site(s)
DELAWARE	2 site(s)
FLORIDA	159 site(s)
GEORGIA	34 site(s)
IOWA	2 site(s)
IDAHO	2 site(s)
ILLINOIS	47 site(s)
INDIANA	28 site(s)
KANSAS	21 site(s)
KENTUCKY	49 site(s)
LOUISIANA	4 site(s)
MASSACHUSETTS	9 site(s)
MARYLAND	23 site(s)
MAINE	14 site(s)
MICHIGAN	26 site(s)
MINNESOTA	34 site(s)
MISSOURI	92 site(s)
MISSISSIPPI	20 site(s)
NORTH CAROLINA	44 site(s)
NEBRASKA	2 site(s)
NEW HAMPSHIRE	5 site(s)
NEW JERSEY	186 site(s)
NEW MEXICO	2 site(s)
NEVADA	9 site(s)
NEW YORK	7 site(s)
OHIO	89 site(s)
OKLAHOMA	24 site(s)
OREGON	1 site(s)
SOUTH CAROLINA	32 site(s)
SOUTH DAKOTA	1 site(s)
TENNESSEE	25 site(s)
TEXAS	141 site(s)
UTAH	2 site(s)
VIRGINIA	26 site(s)
WASHINGTON	2 site(s)
WISCONSIN	7 site(s)
WEST VIRGINIA	1 site(s)



Company ID Number: 17365

Client Company ID Number: 800721

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Erica Hill
Phone Number (717) 920 - 6757
Fax Number (717) 412 - 9355
Email Address eehill@selectmedical.com



Company ID Number: 17365

Client Company ID Number: 800721

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Attachment

Legal and Risk

Our Legal and Risk Departments reviewed the terms, conditions, and insurance requirements and made minor modifications to the language. We include these suggested revisions on the following pages. If Concentra is the successful bidder, we desire to engage in open dialogue with the City, review the proposed modifications, and ultimately create an agreement that not only outlines the schedule of services, but also protects the business interests of both the City and Concentra.

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO. 2020-001

The City of Lee's Summit will accept electronic submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

**MEDICAL SERVICES
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF
10:00 AM LOCAL TIME ON AUGUST 30, 2019**

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicInfo> for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone #	Date
Fax #	Tax ID #
E-mail	Entity Type

CITY OF LEES SUMMIT REQUEST FOR PROPOSAL 2020-001

The City of Lee's Summit will accept electronic proposals from firms/providers interested in providing the following: Medical Services as a yearly contract. Proposals must be received electronically in Public Purchase by 10:00 AM Local time, on August 30, 2019.

RFP documents and any addendums are available by accessing the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> or by contacting the Procurement Officer listed on page 1. Firms needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. Firms should plan on registering no later than 36 hours (M-F) prior to bid opening.

DeeDee Tschirhart, Senior Procurement Officer

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PART I

DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1. INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

The City of Lee's Summit is seeking proposals from qualified firms/providers to: Provide a variety of professional medical and consultative services on a regular basis as a yearly contract for the City's prospective and current employees.

Required medical services include physicals [post-offer, annual wellness, annual Department of Transportation (DOT), and special circumstance, i.e. training course prerequisites]; drug screens [DOT, 10-screen non-NIDA, post-offer pre-employment, random, post-accident, and reasonable suspicion]; vaccinations [hepatitis A and B, influenza, rabies, tetanus, chicken pox, anthrax, Dtap, and MMR]; and testing [hepatitis/rabies antibody (titer), hazardous material(s) exposure, audiogram, vision acuity (including color recognition)].

In addition, the City requires qualified providers to perform or provide related services such as ergonomic work station assessments and recommendations, job/task analysis- for physical demands and ADAAA compliance, development of customized physical examinations to match specific job demands, ~~indoor air quality assessment and recommendations~~, health/wellness related training sessions, health fair participation, provision of safety/health/wellness material and/or information. Medical services identified above may be delivered at the provider's location or when requested, be delivered on-site at City facilities.

The City currently has 25 departments located throughout the City limits in approximately 17 separate locations. In addition to the standard City departments Lee's Summit also operates a municipal airport, solid waste landfill, and is responsible for coordinating the medical services requirements for the Parks and Recreation department. The City's workforce population currently consists of approximately 650 full-time and up to 200 part-time, seasonal employees.

Human Resources role in medical services is to liaison between designated providers and the majority of City departments. Currently the HR department has 5 full time staff working to maintain and improve, expand, and enhance the City's ability to accomplish the City's objectives. Police and Fire departments have designated at least 1 full time staff member as liaison with designated providers for the scheduling and coordination of annual physicals and specialized services for public safety employees.

2. SCOPE OF SERVICES:

2.1 Departmental Requirements For Medical Services Are As Follows:

2.1.1 Human Resources Department:

- 2.1.1.1 Post-Offer Physicals
- 2.1.1.2 Post-Offer Drug Screen [10-screen non-NIDA]
- 2.1.1.3 Post-Accident Drug Screen [DOT]
- 2.1.1.4 Post-Injury Drug Screen [10-screen non-NIDA]
- 2.1.1.5 Reasonable Suspicion Drug Screen [10-screen non-NIDA]
- 2.1.1.5 Reasonable Suspicion Drug Screen [DOT]
- 2.1.1.6 Annual Random DOT Drug Screens and Breath Alcohol Tests
- 2.1.1.7 Blood Alcohol Levels
- 2.1.1.8 Influenza Vaccinations
- 2.1.1.9 Rabies Vaccine and 2-year Titer testing
- 2.1.1.10 Hepatitis A Vaccine
- 2.1.1.11 Hepatitis B Vaccine [\(3-shot series\)](#)
- 2.1.1.12 Hepatitis Titer Testing (A, B, C, and combination)
- 2.1.1.13 Provide verbal and written reports of physical exam, drug screening, and breath alcohol tests results
- 2.1.1.14 ~~Fax copies of a~~ All reports [will be provided in the Concentra portal](#) within 24 hours of service delivery to City's designated contact.
- 2.1.1.15 Required reports:
 - Drug Screen Results
 - Physical Exam Results
- 2.1.1.16 Provide hard copies of all reports as requested
- 2.1.1.17 Follow City provided protocol
- 2.1.1.18 Coordinate authorization and delivery with City's designated personnel
- 2.1.1.19 Ergonomic assessments and recommendations
- 2.1.1.20 Job/task analysis for physical demands and ADA compliance
- 2.1.1.21 Development of customized physicals to match specific job demands
- ~~2.1.1.22 Indoor air quality sampling, assessment and recommendations~~

2.1.1.23 2.1.1.22 Health/wellness and/or safety-related training sessions (limited)

- ~~2.1.1.24~~ ~~2.1.1.23~~ Provision of safety/health/wellness material and/or information.
- ~~2.1.1.25~~ ~~2.1.1.24~~ Health fair participation

2.1.2 Fire Department Requirements:

- 2.1.2.1 Annual Physical
- 2.1.2.2 PFT – Pulmonary Function Testing including chest x-rays
- 2.1.2.3 Hazardous material(s) exposure levels
 - ✓ Hepatitis vaccinations
 - ✓ Influenza vaccinations
- 2.1.2.4 Provide verbal report of exam results
- 2.1.2.5 Provide hard copies of all reports as requested
- 2.1.2.6 Follow City provided protocol
- 2.1.2.7 Coordinate authorization and delivery with City's designated personnel

2.1.3 Police Department Requirements:

- 2.1.3.1 Annual Physical
 - ✓ Hepatitis vaccinations
 - ✓ Hepatitis titers
 - ✓ Small Pox vaccinations
 - ✓ Anthrax vaccinations
 - ✓ Rabies vaccinations
 - ✓ Rabies titers
 - ✓ HIV titers
- 2.1.3.2 Special Training Physicals as defined by department
- 2.1.3.3 Provide verbal report of exam results
- 2.1.3.4 Provide hard copies of all reports as requested
- 2.1.3.5 Follow City provided protocol
- 2.1.3.6 Coordinate authorization and delivery with City's designated personnel

2.1.4 Parks & Recreation Department Requirements:

- 2.1.4.1 Post-Offer Drug Screen [10-screen non-NIDA]
- 2.1.4.2 Provide hard copies of all reports as requested
- 2.1.4.3 Follow City provided protocol
- 2.1.4.4 Coordinate authorization and delivery with City's designated personnel

2.2 Medical Services:

DOT Random Program & Post-Offer Drug Screens	
5 panel DOT drug screen	
Annual Random Program Fee	
DOT Post Offer, Pre Employment Physical Examinations	
DOT Physical Exam	
Drug & Alcohol Screens	
Drug Screen: 10 panel, PA66 Premier Non-DOT	
Instant 11-Panel	
24/7 Drug Screen Collection Fee (Guardian (sub) holds all results)	
Drug Screen Confirm Non-Negative	
Observation Fee	
Breath Alcohol	
Blood Alcohol	
BAT Confirm Non-Negative	
Physicals: Post Offer/Pre Employment, Annual and Specialty	
Special (Clandestine Drug, Hazardous Device School, FBI Training, etc)	
Physical exam	
Vital Signs	included
Height	included

Weight	included
Blood Pressure	included
Resting Pulse	included
Respiration Rate	included
Hearing (Whisper Test)	included
Vision	included
Body Fat Analysis	included
Medical History Questionnaire	included
Audiogram	
Profile 3	
Comprehensive Metabolic Panel	included
Lipid Panel Phosphorus	included
Uric Acid	included
Lipid Profile	included
HDL	included
LDL	included
Triglycerides	included
TSH	included
CBC with Differential	included
Urinalysis with micro	included
Electrolyte Panel	
Essential Function Level I	
Essential Function Level II	
Spirometry/PFT (Pulmonary Function Test)	
Respirator Questionnaire Review	
Respirator Physical Exam w/Questionnaire Review	
Respirator Qualitative fit test	
Chest X-Ray, PA and Lateral, 2 view (tbd Doctor)	
EKG resting with interpretation	
Stress Treadmill with Interpretation	
Blood Pressure Recheck	
Treadmill moving Fee for each move to and between on-sites	
Vision Titmus Screen (w/Color)	
Vision Complete Test (w/Farnsworth)	
PPD (TB skin test)	
Tuberculosis Blood Test	
TB Quantiferon (TB Gold)	
Hgb A1C	
C Reactive Protein (both types)	
Blood Lead Standard Profile (includes ZPP, blood draw only)[Wags1]	
Heavy Metal Screen Blood Profile Level 1	
PSA	
Vaccinations ad Titers	
Influenza (annual seasonal injection)	
Influenza (annual nasal mist)	
On Site Staffing Fee for Flu Shots (each on-site date/time)	
Rabies vaccine (series of 3x = new)	
Rabies vaccine (single 2 year booster)	
RFFIT Rabies Titer (2-year plus S&H)	
Hepatitis A vaccine (series of 2) 20 sets	
Hepatitis B vaccine (series of 3) 20 sets	
Hepatitis A titer	
Hepatitis B titer	
Hepatitis C titer	
Hepatitis titer (Combo A-B-C)	

Tetanus booster
Tdap Booster
HVIAB HIV Titer
Chicken Pox Vaccination
Mump, Measle, Rubella (MMR) Vaccination
MMR Titer
Varicella Titer
Fit For Duty and other Miscellaneous Services
Ergonomic Evaluation (per hour)
Job Evaluation
Minor Fit for Duty
Comprehensive Fit for Duty (Billed per 15 min increments) per hour
Medical Consultation
Establish Office Visit
Health Fair Participation
Cholesterol Checks (instant) (each)
Blood Pressure Check (per hour)
Healthy Weight Check (per hour)
Body Fat (each)
Vision checks (each)
Eye Health Check
Audiometric
Back Health Check (per hour)
Exercise Demo/Suggestions (per hour)
Diet advise (per hour)

2.3 City-wide Requirements for Medically-related Consultative Services:

TYPE	EST. QTY.
Work station ergonomic assessments	As needed
Job activity ergonomic assessments	As needed
Analyze job descriptions to identify Post-Offer physical examination components	As needed
Analyze job descriptions to verify ADAAA compliance	As needed
Evaluate job activity to identify post-offer physical examination components	As needed
Advise during development of post-offer physical exams specific to job descriptions/activities, and applicable regulatory compliance.	As needed
Provide air sampling, laboratory evaluation of samples, and make recommendations regarding indoor air quality	As needed
Advise during development of safety and health related training; Provide related topical materials; As applicable supply professionally qualified trainer/speaker. See below (limited to lunch and learns on mutually agreed upon topics available)	
Back Injury Prevention	As needed
Manual Lifting	As needed
Ergonomic Basics	As needed
Carpal Tunnel Syndrome Prevention	As needed
Hepatitis Awareness	As needed
Bloodborne Pathogen Exposure Prevention	As needed
Cholesterol Reduction	As needed
Hypertension Awareness	As needed
Weight, Diet, Exercise for Health	As needed
Eye Health	As needed
Hearing Conservation	As needed
Smoking Cessation	As needed
First Aid	As needed
CPR	As needed
Health Fair Participation (8 hour duration)	Annual
Cholesterol Check	Potential
Blood Pressure Check	Potential
Weight Check	Potential
Body Fat Check	Potential
Audiometric Test	Potential
Vision Check	Potential
Eye Health Check (macular degeneration, cataracts, etc.)	Potential
Back Health Check	Potential
Exercise Demonstration/suggestions	Potential
Diet Advice	Potential

3. CITY PROVIDED SERVICES:

- 3.1 City reserves the right to stipulate designated providers and provide authorization for all Medical Services prior to the delivery of said services.
- 3.2 City will provide protocols to all designated providers of Medical Services identifying appropriate contact personnel for scheduling, billing, inquiries, and other specific circumstances as needed.
- 3.3 City will coordinate with designated providers to identify the most effective delivery locations as needed.
- 3.4 City will provide coordination with designated providers to utilize city facilities as appropriate for the delivery of services.

4. TIMELINE:

- 4.1 Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Mail RFP Notification	August 13, 2019
Question Cutoff date	August 22, 2019 @ Noon, CST,
Receive Proposals electronically	August 30, 2019 @ 10:00 AM
Meet to review	week of September 9, 2019
Interviews	week of September 16, 2019
City Council	October 2019
Notice to Proceed	November 2019

PART II
INSTRUCTIONS TO RESPONDENTS

1. MINIMUM QUALIFICATIONS:

- ❖ All respondents to sections dealing with medical services requiring state licensure must provide documentation verifying applicable current licensure status for the practice of medicine and/or the provision of medical services as required by the State of Missouri.
- ❖ All respondents to sections dealing with medically-related consultative services must include applicable training, education, and/or certifications to verify ability to provide such services in a professionally acceptable manner.
- ❖ Your Proposal is to include, but not necessarily limited to, the following:
 - ❖ Costs of Medical Services
 - ❖ Availability of Medical Services
 - ❖ Minimum Annual Fee (If Any)
 - ❖ Maximum Annual Fee (If Any)
 - ❖ Service Fees/Set-Up Fees/Risk Management Fees or other Misc. Costs (If Any)
 - ❖ Cost of Consultative Services, i.e., Loss Control, Safety Training Materials and/or Seminars, etc.
 - ❖ Availability of Consultative Services, i.e., Loss Control, Safety Training Materials and/or Seminars, etc.
 - ❖ Confirm that your firm will coordinate and work with designated City personnel in the scheduling of services.
 - ❖ Confirm that your firm will provide reports as requested by the designated City representative on the provision of service.
 - ❖ Identify computer "on-line" or "dial-up" access by the City's designated representative regarding service provision records, including ability to create and download custom reports. NO information is to be added by the City. Note any cost associated with this optional service (if any).
 - ❖ What percentage of your work will the City be?
 - ❖ What is the tenure of any representatives of your firm which will be assigned to coordinate with City representative(s)?
 - ❖ Identify standard turn time between the City requesting an action and completion by your firm. For example: a request to deliver medical services on-site.

- 2. SELECTION PROCESS:** The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process will consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals

Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.

The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.

The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process.

The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top ranking firm if the City determines interviews are necessary.

The Interview Ranking Score Sheet is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.

Upon selection of the top rated firm, the City may negotiate the specific terms of the agreement including cost.

3. **RESPONDENT COST TO DEVELOP PROPOSAL:** All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.
4. **INSTRUCTIONS FOR RESPONDING TO THIS RFP:** Submittals must be uploaded into Public Purchase e-procurement system prior to the opening date. . The proposal must be organized using the provided Table of Contents.
5. **TERMS and CONDITIONS:** Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.
6. **NO FINANCIAL INTEREST OR OTHER CONFLICT:** By submission of its response, the bidder certifies that they are in compliance with items 6.1 through 7.4.
- 6.1 Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- 6.2 The Service Provider hereby covenants that at the time of solicitation submittal the Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Service Provider further agrees that during the term of the contract/agreement neither the Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.
7. **DEBARMENT AND SUSPENSION STATUS:**
- 7.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 7.2 Offeror has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 7.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 7.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.
8. **INVOICING AND PAYMENTS:**
- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of services, unit prices, and extended totals.
- b. Payment schedule is negotiable.
9. **RENEWAL OPTION:**
- a. The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods with the mutual written agreement of Offeror.
- b. Adjustment in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All items" (Urban Consumers) index CPI rate.
- c. If the consultant requests an increase in compensation for any renewal period, the consultant shall notify the Procurement & Contract Services Manager no less than sixty (60) days prior to the end of the contract period, and shall provide evidence to the satisfaction of the Procurement & Contract Services Manager of increased costs incurred by the consultant for any element of the bid/RFP for which an increase is requested.
- d. The Procurement Officer shall notify the consultant in writing of the intent to exercise the renewal option. However, failure to notify the consultant does not waive the City's right to exercise the renewal option.
10. **COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:** This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be FOB Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES _____ NO _____

INITIALS: _____

Sales will be made in accordance with the terms and conditions of the Request for Proposal and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the contract unless they are specifically named in the Request for Proposal as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Buyer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction

11. BUSINESS LICENSE REQUIREMENTS: The successful respondent shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of an agreement to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the City to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful respondent to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

12. WORK AUTHORIZATION AFFIDAVIT: Any contract in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

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

County of _____)
) ss.
State of _____)

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

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

Affiant

Printed Name

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

Notary Public

SEA

L

13. SAMPLE AGREEMENT: The City has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit a contract which differs from the following example.

SAMPLE SERVICE AGREEMENT
FOR _____

This AGREEMENT, made and entered into this day of 20 , by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and , a of the State of , hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in Exhibit A; in consideration of the payment terms described in Exhibit B; subject to the Insurance Requirements described in Exhibit C; and subject to the General Conditions described in Exhibit D; and

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

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. _____ (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as Exhibit A; Payment Terms, attached hereto as Exhibit B; Insurance Requirements, attached hereto as Exhibit C; and General Conditions, attached hereto as Exhibit D. Where the terms of the RFP or the Proposal conflict with anything in Exhibits A, B, C or D, the terms of the Exhibits shall control.
4. The term of this Agreement shall be from the date first written above. The City may, at its option, renew the Agreement for up to by giving written notice to the Service Provider.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Authorized Signatures from both Successful Firm and City

ENCLOSURE I
PROPOSAL RANKING SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

		Maximum Points	Score
1	Evaluation Criteria Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> ✓ Familiarity and experience with similar projects ✓ Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2	Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: <ul style="list-style-type: none"> ✓ Project Manager ✓ Project team ✓ Sub-consultants (if applicable) 	30	_____
3.	Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm/provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP <ul style="list-style-type: none"> ✓ Standard Quality Assurance/Quality Control program or procedures the firm has in place ✓ Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4.	Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. <ul style="list-style-type: none"> ✓ Project schedule and detailed approach is reasonable/responsive to City's needs ✓ Roles of all involved parties clearly identified ✓ Familiarity with project location as evidenced by proposal (if applicable) 		<ul style="list-style-type: none"> ✓ Identify/recognize critical or unique issues specific to the project ✓ Adequacy of proposed communications process ✓ Unique approaches that have been successful elsewhere.
5.	Cost (FORM 6 A) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____

Ranked By: _____

TOTAL POINTS
(100)

5. Cost (FORM 6 A)
Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.

10

Ranked By: _____

TOTAL POINTS
(100)

ENCLOSURE II
INTERVIEW RANKING SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

		Maximum Points	Score
1	Evaluation Criteria Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> · Familiarity and experience with similar projects · Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2	Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: <ul style="list-style-type: none"> · Project Manager · Project team · Sub-consultants (if applicable) 	30	_____
3.	Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm/provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP <ul style="list-style-type: none"> · Standard Quality Assurance/Quality Control program or procedures the firm has in place · Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4.	Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. <ul style="list-style-type: none"> · Project schedule and detailed approach is reasonable/responsive to City's needs · Roles of all involved parties clearly identified · Familiarity with project location as evidenced by proposal (if applicable) 		<ul style="list-style-type: none"> · Identify/recognize critical or unique issues specific to the project · Adequacy of proposed communications process · Unique approaches
5.	Cost (FORM 6 A) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	
Ranked By: _____		TOTAL POINTS (100)	_____



5. Cost (FORM 6 A)
Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.

10

Ranked By: _____

TOTAL POINTS
(100)

ENCLOSURE III
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	Title-Signature Page	Page 1
B.	Table of Contents: Submit this page with page numbers provided.	Page 2
C.	Letter of Transmittal: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	Addenda (if applicable): The respondent must sign and return all numbered addenda with submitted proposal.	Attachment
E.	Provider Profile: Form 1 provided	Page 3
F.	List of Outside Key Consultants/Associates or Agencies that will be Used for The City's Service: Form 2 provided	Page 4
G.	References: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page - __
H.	Resumes: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page __
I.	Project Approach: Form 5 provided (This form must be signed and dated).	Page - __
J.	Cost: Form 6A	Page __
K.	Affidavit, Work Authorization - Form provided (This form must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000)).	Page __
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000))	Page __

FORM NO. 1: PROVIDER PROFILE

1. Lead Consultant Firm(s) (or Joint Venture) Name and Address:
 - 1a. Firm/Provider is: ☐ National ☐ Regional ☐ Local
 - 1b. Year Firm/Provider Established: _____
Years of Experience providing Medical Services
 - 1c. Licensed to do business in the State of Missouri: ☐ Yes ☐ No
 - 1d. Name, title, telephone number and email address of Principal to contact:
 - 1e. Address of office to perform work, if different from Item No. 1:
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project:
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
 - 3a. Has this Joint Venture previously worked together? ☐ Yes ☐ No

FORM NO. 2: KEY OUTSIDE CONSULTANTS

Each respondent must complete this form for all proposed subcontractors.

SUBCONTRACTOR #1

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing Medical Services

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

SUBCONTRACTOR #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing Medical Services

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

SUBCONTRACTOR #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing Medical Services

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Estimated Cost (in Thousands) for Entire Project: \$ _____

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ _____

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Firms/Provider's responsibility in project: (Please give quantitative indications wherever possible).

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Consultant Firm with which associated:
- d. Years Experience:
With this firm ____ Other firms ____
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

FORM NO. 5: PROJECT NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- ✓ Project schedule and detailed approach is reasonable/responsive to City's needs
- ✓ Roles of all involved parties clearly identified
- ✓ Familiarity with project location as evidenced by proposal/interview (if applicable)
- ✓ Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere
- ✓ Proposed communication process

Company Name

Address

City/State/Zip

Telephone #

Fax #

Tax ID No.

Authorized Person (Print)

Signature

Title

Date

Entity Type:

FORM NO. 6A: FEE SCHEDULE

DOT Random Program & Post-Offer Drug Screens		Cost Each
5 panel DOT drug screen (CMCA utilized)		\$45
Annual Random Program Fee (CMCA utilized)		\$250
DOT Post Offer, Pre Employment Physical Examinations		Cost Each
DOT Physical Exam		\$75
Drug & Alcohol Screens		Cost Each
Drug Screen: 10 panel, PA66 Premier Non-DOT		\$45
Instant 11-Panel		\$45
24/7 Drug Screen Collection Fee (subcontractor performs and holds results)		Handled by Guardian
Drug Screen Confirm Non-Negative		Included
Observation Fee		Included
Breath Alcohol		\$40
Blood Alcohol		\$55
BAT Confirm Non-Negative		Included
Physicals: Post Offer/Pre Employment, Annual and Specialty		Cost Each
Special (Clandestine Drug, Hazardous Device School, FBI Training, etc.)		
Physical exam		\$68
Vital Signs	included	
Height	included	
Weight	included	
Blood Pressure	included	
Resting Pulse	included	
Respiration Rate	included	
Hearing (Whisper Test)	included	
Vision	included	
Body Fat Analysis	included	
Medical History Questionnaire	included	
Audiogram		\$40
Profile 3		\$725
Comprehensive Metabolic Panel	included	
Lipid Panel Phosphorus	included	
Uric Acid	included	
Lipid Profile	included	
HDL	included	
LDL	included	
Triglycerides	included	
TSH	included	
CBC with Differential	included	
Urinalysis with micro	included	
Electrolyte Panel		\$70
Essential Function Level I		\$75
Essential Function Level II		\$85
Spirometry/PFT (Pulmonary Function Test)		\$50
Respirator Questionnaire Review		\$40
Respirator Physical Exam w/Questionnaire Review		\$70
Respirator Qualitative fit test		\$50
Chest X-Ray, PA and Lateral, 2 view (tbd Doctor)		\$85
EKG resting with interpretation		\$80
Stress Treadmill with Interpretation		Not offered by Concentra
Blood Pressure Recheck		Included
Treadmill moving Fee for each move to and between on-sites		Not offered by Concentra
Vision Titmus Screen (w/Color)		\$40
Vision Complete Test (w/Farnsworth)		\$35

PPD (TB skin test)	\$35
Tuberculosis Blood Test	\$150
TB Quantiferon (TB Gold)	Not offered by Concentra
Hgb A1C	Not offered by Concentra
C Reactive Protein (both types)	Not offered by Concentra
Blood Lead Standard Profile (includes ZPP (blood draw only))	\$95
Heavy Metal Screen Blood Profile Level 1	\$215
PSA	\$100
Vaccinations ad Titers	Cost Each
Influenza (annual seasonal injection)	\$35
Influenza (annual nasal mist)	Not offered by Concentra
On Site Staffing Fee for Flu Shots (each on-site date/time)	1 day, no fee. Adtl days \$115/hr
Rabies vaccine (series of 3x = new)	\$400/shot
Rabies vaccine (single 2-year booster)	Not offered by Concentra
RFFIT Rabies Titer (2-year plus S&H)	\$185
Hepatitis A vaccine (series of 2) 20 sets	\$125/shot
Hepatitis B vaccine (series of 3) 20 sets	\$120/shot
Hepatitis A titer	\$150
Hepatitis B titer	\$90
Hepatitis C titer	\$80
Hepatitis titer (Combo A-B-C)	\$250
Tetanus booster	\$70
Tdap Booster	\$105
HVIAB HIV Titer	\$105
Chicken Pox Vaccination	\$190
Mump, Measle, Rubella (MMR) Vaccination	\$145
MMR Titer	\$125
Varicella Titer	\$110
Fit For Duty and other Miscellaneous Services	Cost Each
Ergonomic Evaluation (per hour)	\$300
Job Evaluation	\$150
Minor Fit for Duty	\$85
Comprehensive Fit for Duty (Billed per 15 min increments) per hour	\$100
Medical Consultation	\$200/hour
Establish Office Visit	Not offered by Concentra
Health Fair Participation	Free
Cholesterol Checks (instant) (each)	Part of Biometric Screen \$61.50
Blood Pressure Check (per hour)	Part of Biometric Screen
Healthy Weight Check (per hour)	Part of Biometric Screen
Body Fat (each)	Not offered by Concentra
Vision checks (each)	Not offered by Concentra
Eye Health Check	Not offered by Concentra
Audiometric	\$40
Back Health Check (per hour)	Not offered by Concentra
Exercise Demo/Suggestions (per hour)	Not offered by Concentra
Diet advise (per hour)	Not offered by Concentra

Occupational Health Centers of Kansas, P.A. dba
Concentra Medical Centers

Company Name
19000 E. Eastland Ctr Ct, Ste 200

Address
Independence, MO 64055-7023

City/State/Zip
816.478.9299 816.478.6526

Telephone # 47-2063864 Fax #

Tax ID No.

John R. Anderson, DO, FACOEM

Authorized Person (Print)

Signature
Assistant Corporate Secretary

Title
August 30, 2019

Date
C Corporation

Entity Type:

EXHIBIT C
INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all subcontractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor'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 Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with

acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

2. Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 03 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or

services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

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

3. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

Exhibit D
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Seller" means the respondent awarded a contract under this proposal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall not be included in the Unit Price.
3. **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of Public Purchase, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be uploaded in Public Purchase. All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be uploaded into Public Purchase prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a Written Addendum. All addendums will be signed and uploaded with the proposal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and uploaded into Public Purchase prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.
11. **TERMINATION:** Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Seller shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Seller shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.

15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

17. **INDEMNITY AND HOLD HARMLESS:** Seller agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Seller, his sub-contractors, employees or agents, and arising out of services performed by Seller, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.

18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.

19. **COMPLIANCE WITH APPLICABLE LAW:** Seller shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Seller's performance under this contract. Seller shall indemnify and hold the City harmless on account of any violations thereof relating to Seller's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.

20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).

23. **CONFLICTS:** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.

24. **DEBARMENT:** By submission of its response, the Seller certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal Department, agency or provision of law. If the Seller is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Seller understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

25. **FREIGHT/SHIPPING:** The City of Lee's Summit has its own Freight/Logistics Management Agent, therefore freight/shipping for the products and or services proposed shall be FOB Origin and via the City's Freight Management Representative unless it is more advantageous for the City to use F.O.B. destination, whereby all transportation charges shall be paid by Seller, and shown as a single line item not included in the unit price or cost of the products or services.

26. **Davis Bacon Act:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

27. **Medical Records:**

(a) **Custodian.** Seller shall serve as the custodian of medical records created at the clinic during the Term of this Agreement. Seller, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the Term of this Agreement. Seller shall also abide by all applicable laws related to Seller and the medical service record retention. City acknowledges that Concentra will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable).

(b) **Access.** City understands and acknowledges that the Client is not entitled to access any patient medical records except to the extent allowed by law. Seller is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Seller may only disclose protected health information as authorized by and to the extent allowed by law.

(c) **Retention and Destruction.** Upon the termination of this Agreement for any reason, Seller shall maintain all records created against the statutory and regulatory requirements. Should City request records be maintained by Seller beyond any state, local or federal rule due to an ongoing audit or legal matter, then City shall be invoiced for such retention for as long as such records are retained until written notice from City to destroy such retained records.

26. **This Section 27 shall survive the termination of this Agreement**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2019

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

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

PRODUCER The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-	CONTACT NAME: Concentra Unit PHONE (A/C, No, Ext): 215-567-6300 E-MAIL ADDRESS: Concentra_Unit@grahamco.com FAX (A/C, No): 215-405-2694														
INSURED Occupational Health Centers of Kansas, P.A c/o Select Medical Corporation 4716 Old Gettysburg Road Mechanicsburg PA 17055	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER C: Liberty Mutual Fire Ins. Co.</td> <td>23035</td> </tr> <tr> <td>INSURER D: Allied World Assurance Company, LTD</td> <td></td> </tr> <tr> <td>INSURER E: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER F: Liberty Mutual Insurance Company</td> <td>23043</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Columbia Casualty Company	31127	INSURER B: American Guarantee & Liability Ins. Co.	26247	INSURER C: Liberty Mutual Fire Ins. Co.	23035	INSURER D: Allied World Assurance Company, LTD		INSURER E: Liberty Insurance Corporation	42404	INSURER F: Liberty Mutual Insurance Company	23043
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COVERAGES

CERTIFICATE NUMBER: 1429569207

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Lia <input checked="" type="checkbox"/> \$1M Claim/\$3M Ag GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HAZ 4032244581-3	6/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-631-510199-039	6/1/2019	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 2,000,000	Y	Y	HMC 4032235752-3	6/1/2018	10/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WA7-63D-510199-019 WC5-631-510199-029	6/1/2019 6/1/2019	10/1/2019 10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Property Excess Liability			ZMD0119116-04 C023701-004	6/1/2019 6/1/2018	10/1/2020 10/1/2019	SEE BELOW \$10M Each Occurrence \$10M Aggregate

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

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a \$2,000,000 Self-Insured Retention each Occurrence/Claim subject to a \$10,000,000 Aggregate.

PROFESSIONAL LIABILITY COVERAGE includes Case Management Services including the rendering of case management or utilization review performed by insured for others.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-4; Effective 6/1/2019-10/1/2019 - \$400,000 Each Medical Incident/\$1,200,000 Aggregate Per Insured or Surgeon
See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Lee's Summit
 220 S.E. Green Street
 Lee's Summit MO 64063-2358

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kenneth L. Swell

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ADDITIONAL REMARKS SCHEDULE

AGENCY The Graham Company		NAMED INSURED Occupational Health Centers of Kansas, P.A c/o Select Medical Corporation 4716 Old Gettysburg Road Mechanicsburg PA 17055	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-4; Effective 6/1/2018-10/1/2019 - \$200,000 Each Medical Incident/\$600,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-4; Effective 6/1/2019-10/1/2019 - \$100,000 Each Medical Incident/\$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244628-4; Effective 6/1/2019-10/1/2019 - \$200,000 Each Medical Incident/\$600,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-4; 6/1/2019-10/1/2019 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-4; 6/1/2019-10/1/2019 - \$1,000,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

WORKERS COMPENSATION - Occupational Health Centers of California, A Medical Corporation - Policy #WA5-63D-510199-049; Effective: 6/1/2019-10/1/2019

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Policy #WA7-63D-510199-059 and WC7-631-510199-069; Effective: 6/1/2019-10/1/2019

ADDITIONAL WORKERS COMPENSATION POLICIES:

OHC of Arkansas – Policy #WC7-631-510199-079; Effective: 6/1/2019-10/1/2019
 OHC of Southwest (AZ/UT) – Policy #WC2-631-510199-119; Effective: 6/1/2019-10/1/2019
 OHC of Delaware – Policy #WC2-631-510199-109; Effective: 6/1/2019-10/1/2019
 OHC of Georgia/Hawaii – Policy #WC2-631-510199-179; Effective: 6/1/2019-10/1/2019
 OHC of Illinois – Policy #WC2-631-510199-199; Effective: 6/1/2019-10/1/2019
 OHC of Louisiana – Policy #WC2-631-510199-099; Effective: 6/1/2019-10/1/2019
 OHC of Michigan – Policy #WC2-631-510199-189; Effective: 6/1/2019-10/1/2019
 OHC of Nebraska – Policy #WC2-631-510199-149; Effective: 6/1/2019-10/1/2019
 OHC of New Jersey – Policy #WC2-631-510199-139; Effective: 6/1/2019-10/1/2019
 OHC of North Carolina – Policy #WC7-631-510199-089; Effective: 6/1/2019-10/1/2019
 OHC of Southwest (KS) – Policy #WC2-631-510199-129; Effective: 6/1/2019-10/1/2019
 Therapy Centers of Southwest I, PA (OR) - Policy #WC2-631-510199-168; Effective: 6/1/2019-10/1/2019
 Therapy Centers of South Carolina, PA - Policy #WC2-631-510199-159; Effective: 6/1/2019-10/1/2019
 OHC of Minnesota - Policy #WC2-631-510199-229; Effective: 6/1/2019-10/1/2019
 OHC of Alaska - Policy #WC2-631-510199-239; Effective: 6/1/2019-10/1/2019

CYBER LIABILITY - National Union Fire Insurance Company of Pittsburgh, PA - Policy #01-950-31-88; Effective 9/25/2018-2019 - Limit: \$10,000,000 Security and Privacy

EXCESS CYBER LIABILITY - Endurance American Insurance Company - Policy #PRX10009889402; Effective: 9/25/2018-2019 - Limit: \$10,000,000 Each Occurrence/Aggregate

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.

The City of Lee's Summit, its agents, representatives, officers, directors, officials and employees are additional insureds on the above General Liability, Auto Liability and Umbrella Liability Policies if required by written contract.

Coverage provided to the additional insureds shall apply on a Primary / Non-Contributory Basis on the above General Liability, Auto Liability and Umbrella Liability policies if required by written contract.

Prior to loss, and if required by written contract, Waiver of Subrogation is provided on General Liability, Auto Liability, Umbrella Liability and Workers Compensation Policies for work performed under contract if permissible by state law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

CITY OF LEE'S SUMMIT
PROCUREMENT and CONTRACT SERVICES DIVISION
STANDARDIZED EVALUATION FORM
Proposal Ranking Score Sheet
Composite

PROJECT: Medical Services
RFP NO.: 2020-001

Composite Proposal Score Sheet

	30 Point Questions	20 Point Questions	10 Point Questions				FIRM	FIRM
Outstanding	25 - 30	17 - 20	9 - 10					
Exceeds Acceptable	19 - 24	13 - 16	7 - 8					
Acceptable	13 - 18	9 - 12	5 - 6					
Marginal	0 - 12	0 - 8	0 - 4					
				pts	# com	max pts	CareNow	Concentra
1. Evidence of Experience, Reliability and References: (FORM 3):								
Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? Consider any sub-consultants to be used and their experience (if applicable).				30	5	150	65	126
2. Expertise of Firm Personnel: (FORM 4):								
Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: Project Manager, Project team, sub-consultants (if applicable).				30	5	150	76	125
3. Applicable Resources: (FORM 1, 2, AND 5):								
Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP. Standard Quality Assurance/Quality Control program or procedures the firm has in place. Adequacy of proposed team/resources to complete project within proposed time frame.				10	5	50	36	42
4. Project Approach: (FORM 5):								
Evaluate the firm/ provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out. Project schedule and detailed approach is reasonable/responsive to City's needs. Roles of all involved parties clearly identified. Familiarity with project location as evidenced by proposal (if applicable). Identify/recognize critical or unique issues specific to the project. Adequacy of proposed communications process. Unique approaches that have been successful elsewhere.				20	5	100	58	87
5. Cost: Includes all related cost associated with this project. (FORM 6A/6B):				10	5	50	50	35
				100		500	285	415

			CareNow	Concentra
DOT Random Program & Post-Offer Drug Screens			Cost Each	Cost Each
5 panel DOT drug screen			\$60.00	\$45.00
Annual Random Program Fee			\$300.00	\$250.00
DOT Post Offer, Pre Employment Physical Examinations			Cost Each	Cost Each
DOT Physical Exam			\$75.00	\$75.00
Drug & Alcohol Screens			Cost Each	Cost Each
Drug Screen: 10 panel, PA66 Premier Non-DOT			\$55.00	\$45.00
Instant 11-Panel			\$59.00	\$45.00
24/7 Drug Screen Collection Fee				
Drug Screen Confirm Non-Negative			\$35.00	
Observation Fee			\$20.00	
Breath Alcohol			\$35.00	\$40.00
Blood Alcohol			\$45.00	\$55.00
BAT Confirm Non-Negative			\$35.00	
Physicals: Post Offer/Pre Employment, Annual and Specialty			Cost Each	Cost Each
Special (Clandestine Drug, Hazardous Device School, FBI Training, etc)			NA	
Physical exam			\$60.00	\$68.00
	Vital Signs	included		
	Height	included		
	Weight	included		
	Blood Pressure	included		
	Resting Pulse	included		
	Respiration Rate	included		
	Hearing (Whisper Test)	included		
	Vision	included		
	Body Fat Analysis	included		
	Medical History Questionnaire	included		
Audiogram			\$35.00	\$40.00
Profile 3			\$205.00	\$725.00
	Comprehensive Metabolic Panel	included		
	Lipid Panel Phosphorus	included		
	Uric Acid	included		
	Lipid Profile	included		
		HDL	included	
		LDL	included	
		Triglycerides	included	
		TSH	included	
		CBC with Differential	included	
		Urinalysis with micro	included	
Electrolyte Panel			\$45.00	\$70.00
Essential Function Level I			\$40.00	\$75.00
Essential Function Level II			\$75.00	\$85.00
Spirometry/PFT (Pulmonary Function Test)			\$35.00	\$50.00
Respirator Questionnaire Review			\$20.00	\$40.00
Respirator Physical Exam w/Questionnaire Review			\$95.00	\$70.00
Respirator Qualitative fit test			\$55.00	\$50.00
Chest X-Ray, PA and Lateral, 2 view (tbd Doctor)			\$65.00	\$85.00
EKG resting with interpretation			\$35.00	\$80.00
Stress Treadmill with Interpretation			\$325.00	
Blood Pressure Recheck			\$10.00	
Treadmill moving Fee for each move to and between on-sites				
Vision Titmus Screen (w/Color)			\$20.00	\$40.00

Vision Complete Test (w/Farnsworth)	\$20.00	\$35.00	
PPD (TB skin test)	\$20.00	\$35.00	
Tuberculosis Blood Test		\$150.00	
TB Quantiferon (TB Gold)	\$120.00		
Hgb A1C	\$26.00		
C Reactive Protein (both types)	\$48.00		
Blood Lead Standard Profile (includes ZPP)	\$75.00	\$95.00	
Heavy Metal Screen Blood Profile Level 1	\$110.00	\$215.00	
PSA	\$20.00	\$100.00	
Vaccinations ad Titers	Cost Each	Cost Each	
Influenza (annual seasonal injection)	\$25.00	\$35.00	
Influenza (annual nasal mist)			
On Site Staffing Fee for Flu Shots (each on-site date/time)	\$150.00		
Rabies vaccine (series of 3x = new)		\$400.00	
Rabies vaccine (single 2-year booster)			
RFFIT Rabies Titer (2-year plus S&H)	\$100.00	\$185.00	
Hepatitis A vaccine (series of 2) 20 sets	\$80.00	\$125.00	
Hepatitis B vaccine (series of 3) 20 sets	\$80.00	\$120.00	
Hepatitis A titer	\$80.00	\$150.00	
Hepatitis B titer	\$70.00	\$90.00	
Hepatitis C titer	\$90.00	\$80.00	
Hepatitis titer (Combo A-B-C)		\$250.00	
Tetanus booster	\$45.00	\$70.00	
Tdap Booster	\$65.00	\$105.00	
HVIAB HIV Titer		\$105.00	
Chicken Pox Vaccination	\$150.00	\$190.00	
Mump, Measle, Rubella (MMR) Vaccination	\$100.00	\$145.00	
MMR Titer	\$100.00	\$125.00	
Varicella Titer	\$75.00	\$110.00	
Fit For Duty and other Miscellaneous Services	Cost Each	Cost Each	
Ergonomic Evaluation (per hour)	na		\$300.00
Job Evaluation			\$150.00
Minor Fit for Duty			\$85.00
Comprehensive Fit for Duty (Billed per 15 min increments) per hour			\$100.00
Medical Consultation			\$200.00
Establish Office Visit			
Health Fair Participation			\$0.00
Cholesterol Checks (instant) (each)			\$61.50
Blood Pressure Check (per hour)			
Healthy Weight Check (per hour)			
Body Fat (each)			
Vision checks (each)			
Eye Health Check			
Audiometric			\$40.00
Back Health Check (per hour)			
Exercise Demo/Suggestions (per hour)			
Diet advise (per hour)			
	\$3,488.00	\$4,948.00	\$936.50

* NOTE: Cost moved as a separate total because CareNow does not perform this

Packet Information

File #: BILL NO. 19-238, **Version:** 1

An Ordinance approving the award of Bid No. 2019-076 for the purchase, and installation, maintenance, and repair services of heating, ventilation and air-conditioning systems for a one-year term with up to four, one-year renewals to ACS Building Services, LLC (Contract No. 2019-076-1), Todco Mechanical, LLC (Contract No. 2019-076-2), and The Waldinger Corporation (Contract No. 2019-076-3), and authorizing the City Manager to the same by and on behalf of the City of Lee's Summit, Missouri. (F&BC 10/14/19)

Issue/Request:

An Ordinance approving the award of Bid No. 2019-076 for the purchase, and installation, maintenance, and repair services of heating, ventilation and air-conditioning systems for a one-year term with up to four, one-year renewals to ACS Building Services, LLC (Contract No. 2019-076-1), Todco Mechanical, LLC (Contract No. 2019-076-2), and The Waldinger Corporation (Contract No. 2019-076-3), and authorizing the City Manager to the same by and on behalf of the City of Lee's Summit, Missouri.

Background:

The City requires service, maintenance and new installation on HVAC equipment systems at various City owned buildings for all City Departments. HVAC services are vital to keeping HVAC systems running properly and replaced as needed.

City equipment to be serviced or replaced under this Contract would include the following Department locations: Water Utilities Service Center, City Hall, all Fire Stations, Animal Control, Maintenance Facility/Fleet and Public Works Operations, Airport, and The Historic Museum. Parks and Recreation Equipment to be serviced or replaced under this Contract would include the following locations: J. Thomas Lovell, Jr. Community Center at Legacy Park, Longview Community Center, Harris Park Community Center, Lea McKeighan North, Summit Waves, Parks and Recreation Construction & Ops Center and Parks and Recreation Concession Buildings.

In the event of needed repairs, maintenance services or new installation or replacement of equipment, the awarded Contractors will provide an estimate including labor and material, utilizing the hourly labor rates and mark-up on material percentage listed within said Contracts, if awarded.

All three (3) awarded Contractors will remain on-call for the duration of the contract terms. The City Departments will contact ACS Building Services and/or Todco Mechanical and/or The Waldinger Corporation for service on an as needed basis. All three (3) Contractors may be contacted by the Department(s) for quotations on larger projects or projects that include needing immediate service. Often times with the need for immediate service, Departments may elect to utilize the Contractor that currently has the best availability/response time. The contracts also provide the City an option to purchase HVAC systems if necessary.

Key Issues:

- The City's current Contract No. 2014-132-1 and 2014-132-2 for HVAC maintenance, repair and installation is set to expire on October 31, 2019.
- The Procurement and Contract Services Division formally solicited Bid No. 2019-076 for HVAC maintenance, repair and installation via its' e-bidding service Public Purchase.

- Seventy-One (71) potential bidders were notified via the City's e-bidding service, Public Purchase. The advertisement for the formal bid was also posted on the City's website. Public Purchase Report Records show that thirty-two (32) potential firms accessed the online bid document 2019-076.
- Upon the bid opening date of September 6, 2019, the Procurement and Contract Services Division received six (6) bids. The Project Managers from the each Department evaluated the bids received and the attached bid tabulation. Based on the frequent need for such service, the Project Managers deemed it necessary to recommend a multi-vendor award to the three (3) lowest and most responsive bidders which were ACS Building Services, Todco Mechanical, and The Waldinger Corporation.
- If awarded, the bid tabulation amounts identified shall lock in unit prices identified for both hourly rates for repair, maintenance and new installation needs and the allowable amounts for mark-ups for material. Upon award of an Ordinance by the City Council, one-year contracts, with up four (4) one-year renewals, will be executed with all three (3) Contractors. Copies of the contract documents are attached.

Proposed Committee Motion:

I move to recommend to City Council for approval of an Ordinance approving the award of Bid No. 2019-076 for the purchase, and installation, maintenance, and repair services of heating, ventilation and air-conditioning systems for a one-year term with up to four, one-year renewals to ACS Building Services, LLC (Contract No. 2019-076-1), Todco Mechanical, LLC (Contract No. 2019-076-2), and The Waldinger Corporation (Contract No. 2019-076-3), and authorizing the City Manager to the same by and on behalf of the City of Lee's Summit, Missouri.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of An Ordinance approving the award of Bid No. 2019-076 for the purchase, and installation, maintenance, and repair services of heating, ventilation and air-conditioning systems for a one-year term with up to four, one-year renewals to ACS Building Services, LLC (Contract No. 2019-076-1), Todco Mechanical, LLC (Contract No. 2019-076-2), and The Waldinger Corporation (Contract No. 2019-076-3), and authorizing the City Manager to the same by and on behalf of the City of Lee's Summit, Missouri.

SECOND MOTION: I move for adoption of An Ordinance approving the award of Bid No. 2019-076 for the purchase, and installation, maintenance, and repair services of heating, ventilation and air-conditioning systems for a one-year term with up to four, one-year renewals to ACS Building Services, LLC (Contract No. 2019-076-1), Todco Mechanical, LLC (Contract No. 2019-076-2), and The Waldinger Corporation (Contract No. 2019-076-3), and authorizing the City Manager to the same by and on behalf of the City of Lee's Summit, Missouri.

Rick Gentry, Purchasing Manager for Procurement and Contract Services Division

Recommendation: Staff recommends approval of An Ordinance approving the award of Bid No. 2019-076 for HVAC Maintenance, Repair and New Installation for a one-year term with up to four (4), one-year renewals to ACS Building Services (Contract No. 2019-076-1) and to Todco Mechanical (Contract No. 2019-076-2) and to The Waldinger Corporation (Contract 2019-076-3) and authorizing the City Manager to enter into and execute agreements for the same by and on behalf of the City of Lee's Summit, Missouri.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 19-238

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2019-076 FOR THE PURCHASE, AND INSTALLATION, MAINTENANCE, AND REPAIR SERVICES OF HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS FOR A ONE-YEAR TERM WITH UP TO FOUR, ONE-YEAR RENEWALS TO ACS BUILDING SERVICES, LLC (CONTRACT NO. 2019-076-1), TODCO MECHANICAL, LLC (CONTRACT NO. 2019-076-2), AND THE WALDINGER CORPORATION (CONTRACT NO. 2019-076-3), AND AUTHORIZING THE CITY MANAGER TO THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the purchase of HVAC systems, and their associated installation, maintenance, and repair services is a key, vital element for the City and Parks and Recreation Department; and,

WHEREAS, the City of Lee's Summit (the "City"), through the Procurement and Contract Services Division, issued Bid No. 2019-076 for the purchase, and installation, maintenance, and repair, of HVAC systems; and,

WHEREAS, Bid No. 2019-076 was advertised through the City's e-procurement system, Public Purchase, and sent to seventy-one (71) potential bidders; and,

WHEREAS, of the six (6) bids received by the Procurement and Contract Services Division, ACS Building Services, Todco Mechanical, and The Waldinger Corporation, were all deemed necessary for a multi-vendor award by the Project Managers based on the City's frequent need for such services, and having both met the criteria as low and responsible bidders for Bid No. 2019-076.

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

SECTION 1. The City Council hereby authorizes the multi-vendor award of Bid No. 2019-076 to ACS Building Services, Todco Mechanical, and The Waldinger Corporation for an initial one-year term with up to four one-year renewal terms.

SECTION 2. The agreements by and between the City and ACS Building Services, LLC (Contract No. 2019-076-1); the City and Todco Mechanical, LLC (Contract No. 2019-076-2); and the City and The Waldinger Corporation (Contract No. 2019-076-3) for the purchase, and installation, maintenance, and repair, of HVAC systems, on file with the Procurement and Contract Services Division and are incorporated by reference as if fully set forth herein, are hereby approved, and the City Manager is hereby authorized to execute such agreements by and on behalf of the City.

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.

BILL NO. 19-238

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*

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*

THIS CONTRACT, made this ____ day of _____ 2019, is herein called Yearly Contract for HVAC Maintenance, Repair & New Installation as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit Parks and Recreation Board (hereinafter "City") and ACS Building Services, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 6th day of September, 2019, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the 1st day of November 2019, Bid No. 2019-076, Contract period from November 1st, 2019 to October 31st, 2020. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2019-076; Section 2.1.2; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number: 2019-076
Specifications: 2019-076
Insurance Requirements
General Conditions:
Special Attachments: AWO 26

Dated: 09/06/2019
Dated: 09/06/2019

Pages 1 Through 33
Pages 9 Through 12
Pages 20 Through 22
Pages 23 Through 29

Stephen A. Arbo, City Manager Date

ATTESTED:

Office of the City Clerk

Joseph D. Snook, Administrator of Parks & Recreation

APPROVED AS TO FORM:

Office of the City Attorney

ACS Building Services
Company Name

Linda Pitts
Company Authorized Signature

Sales Rep. 9/6/19
Title Date

Linda Pitts
Type or Print the Name of Authorized Person



LEE'S SUMMIT

MISSOURI

BID # 2019-076

CONTRACT # 2019-076-2

THIS CONTRACT, made this ____ day of _____ 2019, is herein called Yearly Contract for HVAC Maintenance, Repair & New Installation as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit Parks and Recreation Board (hereinafter "City") and Todco Mechanical, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 6th day of September, 2019, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the 1st day of November 2019, Bid No. 2019-076, Contract period from November 1st, 2019 to October 31st, 2020. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2019-076; Section 2.1.2; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number: 2019-076
Specifications: 2019-076
Insurance Requirements
General Conditions:
Special Attachments: AWO 26

Dated: 09/06/2019
Dated: 09/06/2019

Pages 1	Through 33
Pages 9	Through 12
Pages 20	Through 22
Pages 23	Through 29

Stephen A. Arbo, City Manager

ATTESTED:

Office of the City Clerk

Joseph D. Snook, Administrator of Parks & Recreation

APPROVED AS TO FORM:

Office of the City Attorney

TODCO MECHANICAL

Company Name _____

Steve Bandy
Company Authorized Signature

Company Authorized Signature

Student mgr
Title

Title _____ Date _____

Steve Beverly

Type or Print the Name of Authorized Person

THIS CONTRACT, made this 21st day of September 2019, is herein called Yearly Contract for HVAC Maintenance, Repair & New Installation as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit Parks and Recreation Board (hereinafter "City") and The Waldinger Corporation, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 6th day of September, 2019, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the 1st day of November 2019, Bid No. 2019-076, Contract period from November 1st, 2019 to October 31st, 2020. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2019-076; Section 2.1.2; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number: 2019-076
Specifications: 2019-076
Insurance Requirements
General Conditions:
Special Attachments: AWO 26

Dated: 09/06/2019
Dated: 09/06/2019

Pages 1 Through 33
Pages 9 Through 12
Pages 20 Through 22
Pages 23 Through 29

Stephen A. Arbo, City Manager Date

ATTESTED:

Office of the City Clerk

Joseph D. Snook, Administrator of Parks & Recreation

APPROVED AS TO FORM:

Office of the City Attorney

The Waldinger Corporation
Company Name

Stacy Stout
Company Authorized Signature

Regional Ops Manager 9/24/2019
Title Date

Stacy Stout
Type or Print the Name of Authorized Person



This is an unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received.

UNOFFICIAL BID TABULATION

Bid Number 2019-076

Project: HVAC Maintenance, Repair & New Installation

Opens: 09/06/19 at 2:00PM

		BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
		ACS Building Services Independence, MO	Insight Mechanical Contractors Raytown, MO	Stanger Industries, Inc. Kansas City, MO 64130	The Fagan Co (dba Emcor Services) Kansas City, KS	The Waldinger Corporation North Kansas City, MO	Todco Mechanical Lee's Summit, MO
4.1	State the percentage that will be added to your cost for Materials used for New Installation:	25% on materials under \$1k 20% on materials over \$1k	15%	20%	15%	15%	19%
4.2	State the percentage that will be added to your cost for Materials used for Repair & Maintenance:	25% on materials under \$1k 20% on materials over \$1k	15%	20%	15%	15%	30%

NEW WORK/INSTALLATION

		HOURLY RATE Non- Prevailing Wage (For work)	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)	HOURLY RATE Non- Prevailing Wage (For work)	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)	HOURLY RATE Non- Prevailing Wage (For work)	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)	HOURLY RATE Non- Prevailing Wage (For work)	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)	HOURLY RATE Non-Prevailing Wage (For work UNDER \$75K)	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)	HOURLY RATE Non- Prevailing Wage (For work)	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)
4.3	Hourly Labor Rate for Regular Service	\$83.20	\$88.10	\$108.00	\$108.00	\$155.00	\$155.00	\$114.00	\$114.00	\$85.00	\$116.00	\$87.00	\$92.00
4.4	Hourly Labor Rate for After Hours Service, if required	\$124.80	\$132.15	\$162.00	\$162.00	\$250.00	\$250.00	\$158.00	\$158.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	\$130.50	\$138.00
4.5	Hourly Labor Rate for Weekends or Holidays, if required	\$166.40	\$176.20	\$216.00	\$216.00	\$320.00	\$320.00	\$200.00	\$200.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	\$160.00	\$169.00
4.6	Hourly Labor Rate for Emergency Service, if required	\$124.80	\$132.15	\$162.00	\$162.00	\$320.00	\$320.00	\$114.00	\$114.00	\$85.00	\$116.00	Reg OT \$87.00 \$130.50	\$92.00 \$138.00

REPAIR AND MAINTENANCE

4.7	Hourly Labor Rate for Regular Service	\$83.20	\$88.10	\$108.00	\$108.00	\$155.00	\$155.00	\$114.00	\$114.00	\$85.00	\$116.00	\$87.00	\$92.00
4.8	Hourly Labor Rate for After Hours Service, if required	\$124.80	\$132.15	\$162.00	\$162.00	\$250.00	\$250.00	\$158.00	\$158.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	\$130.50	\$138.00
4.9	Houly Labor Rate for Weekends or Holidays, if required	\$166.40	\$176.20	\$216.00	\$216.00	\$320.00	\$320.00	\$200.00	\$200.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	\$160.00	\$169.00
4.10	Hourly Labor Rate for Emergency Service, if required	\$124.80	\$132.15	\$162.00	\$162.00	\$320.00	\$320.00	\$114.00	\$114.00	\$85.00	\$116.00	Reg OT \$87.00 \$130.50	\$92.00 \$138.00



UNOFFICIAL BID TABULATION

This is an unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received.

Bid Number 2019-076 Project: HVAC Maintenance, Repair & New Installation Opens: 09/06/19 at 2:00PM		BIDDER		BIDDER		BIDDER		BIDDER		BIDDER		BIDDER	
		ACS Building Services Independence, MO		Insight Mechanical Contractors Raytown, MO		Stanger Industries, Inc. Kansas City, MO 64130		The Fagan Co (dba Emcor Services) Kansas City, KS		The Waldinger Corporation North Kansas City, MO		Todco Mechanical Lee's Summit, MO	
GENERAL													
4.11	Minimum Call-Out Rate - (list hour or portion of hour, if applicable) Min. Service Charge	\$30 Min Call Out	\$30 Min. Serv Chg	1 Hour	\$45 Min Serv Chg	2 Hours	\$310 Min. Serv Chg	2 Hours	\$228 Min Serv Chg	.25 Hours	\$71.25 Min Serv Chg (.25 hours +\$50 truck charge)	1 Hour	\$87.00
4.12	Bidders are to identify below a Statement of Warranty for all Materials & Labor:	We offer 1 yr warranty on all material used We offer 1 year warranty on all labor performed		Materials--Per the Mfr. Warranty Labor--30 days on service and parts replacement, 1 yr on equipment replacement		Service/Repair material are warranted for 30 days Service/Repair labor is warranted for 30 days		Parts & Labor 90 Day Warranty		Parts & Material warranty as provided by the manufacturer/vendor Labor Warranty is 30 days from install/start-up date		Todco itself doesn't warranty parts/material but passes along Mfr Warranty Todco warranties its labor/workmanship for 1 yr	
4.13	Mark "Yes" or "No" if your company is capable of service, maintenance, repair and inspection of all equipment listed in this invitation to bid	Yes		Yes		Yes		Yes		Yes		Yes	
4.14	Will you allow the City to purchase their own material for jobs, if requested?	Yes		No		Yes		Yes		Yes		Yes	
4.15	In order to save on Cost, will you allow the City to utilize on Staff Maintenance Workers to assist with Labor, if requested?	Yes		No		Yes		Yes		Yes		Yes Case by Case basis	
SERVICE SUPPORT CENTER/HOURS OF SERVICE/CONTACT INFORMATION													
4.16	Please list the address of the nearest Customer Service/Support Center:	201 N. Forest Ave. Independence, MO 64050 Billing: 5251 W. 116th Pl, Suite 200 Leawood, KS 66211		9204 E. 350 Hwy Raytown, MO 64133		4911 Elmwood Ave., KC MO 64130		3125 Brinkerhoff Rd Kansas City, KS 66115		1800 Levee Rd North Kansas City, MO 64116		1260 Century Drive Lee's Summit, MO 64081	
4.17	State hours normal service is available:	7am to 4pm, 5 dys/wk		8am to 4:30pm, 5 dys/wk		7:30am to 4pm, 5 dys/wk		7am to 3:30pm, 5 dys/wk		7:30am to 4pm, 5 dys/wk		7am to 4:30pm, 5 dys/wk	
4.18	Emergency service available:	12am to 12pm, 7 dys/wk		12am to 11:59pm, 7 dys/wk		12:01am to 11:59pm, 7 dys/wk		12am to 11:59pm, 7 dys/wk		12am to 11:59pm, 7 dys/wk		12am to 12pm, 7 dys/wk	
4.19	State name, telephone number, and email address and phone number for contact person for service calls:	Service Dept. Dispatcher service@acs-1.com 1-800-352-9872		David Sipp david@insightmech.com 816-353-3533		HVAC Service Dept. tsapenaro@stangerinc.com 816-861-2800		Tyler Greenlee tgreenlee@faganco.com 913-621-4444		Stacy Stout stacy.stout@waldinger.com 816-421-7699		Steve Beverly steve@todco.net 816-282-4119 cell	
4.20	State name, telephone number, and email address for contact person/s for after hours and weekends:	On-Call Technician service@acs-1.com 1-800-352-9872		David Sipp david@insightmech.com 816-353-3533		HVAC Service Dept. tsapenaro@stangerinc.com 816-861-2800		Fagan Service jwhite@faganco.com 913-621-4444		Stacy Stout stacy.stout@waldinger.com 816-421-7699		Steve Beverly steve@todco.net 816-282-4119 cell	

UNOFFICIAL

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1085 Phone 816-969-1081 Fax
Procurement Officer Email Address:
Tarah.daugherty@cityofls.net

INVITATION FOR BID NUMBER 2019-076

The City of Lee's Summit will accept electronically submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

**HVAC MAINTENANCE, REPAIR & NEW INSTALLATION
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE OPENING DATE OF 2:00PM LOCAL TIME ON
SEPTEMBER 6TH, 2019**

The cutoff date for any questions for this bid is Friday, August 30th, 2019 at Noon, Local Time.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all submittals, to waive technical defects, and to select the submittal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.

_____ Company Name		_____ Authorized Person (Print)	
_____ Address		_____ Signature	
_____ City/State/Zip		_____ Title	
_____ Telephone #	_____ Fax #	_____ Date	_____ Tax ID #
_____ E-mail		_____ Entity Type	
_____ Missouri Charter Number or Exemption Number			

If submitting a "no bid" please provide a brief explanation below for the reason why and return this page:

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INVITATION FOR BID NUMBER 2019-076

The City of Lee's Summit will accept electronically submitted bids from qualified persons or firms for HVAC Services for various City Departments, as a yearly contract. Bids must be received electronically into Public Purchase by 2:00P.M. Local time, on September 6th, 2019. Bids will be read aloud publicly at City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time. Bidders are invited, but not required to attend the opening of formal bids. No decision regarding award shall be made at the opening.

Bidding documents and any addendums are available by accessing the City's e-bidding system, Public Purchase Procurement Officer. Bidders needing to register with Public Purchase click here:

<https://www.publicpurchase.com/gems/leessummit,mo/buyer/public/homeOpenBids>. This is a two-step process. **Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.**

For any contract for services greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Contractor reciting compliance is not sufficient.

All wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., R.S. Mo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor.

NOTE: For any Prevailing Wage work performed under this Contract, Annual Wage Order 26 shall apply.

Tarah Daugherty, Procurement Officer II

SCOPE: The City of Lee's Summit is soliciting bids for qualified firms or persons to provide HVAC Services for various City department buildings as a Yearly Contract, as an on-all as needed basis. If awarded, a yearly contract will be established.

NOTE: The City reserves the right to bid any project over the City's informal bid threshold amount of \$10,000.00 and is determined to be in the best interest of the City. Projects that exceed the \$10,000.00 informal bid threshold, and the City deems not necessary to bid, will require a written work order cost estimate (refer to sections 2.10-2.11 of this bid document) and the appropriate supervisor or designee approval prior to commencing work (Section 2.8.1).

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders by the Procurement Officer, addendum(s) will be issued via Public Purchase. If issued, all addendums(s) must be signed and included with submitted bid.
- 1.2 Bids submitted on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City may result in the rejection of your bid.
- 1.3 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. **Requests for clarification must be received no later than Friday, August 30th, 2019 at Noon local time.**
- 1.4 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.5 The bidder shall provide all transportation, labor, materials, and equipment to perform the work. State total costs of materials/services requested in Section 4.0 Pricing. Prices shall include F.O.B. destination and inside delivery.
- 1.6 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. Bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.7 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the bid opening date by the City of Lee's Summit shall bind the supplier to furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City of Lee's Summit.
- 1.8 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.9 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.
- 1.10 Whenever a material, article, or piece of equipment is identified by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended merely to establish a standard. Any material or article or piece of equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the proposed material, article, or equipment is, in the opinion of the City, of equal substance and function. When the manufacturer is referenced and the words "or approved alternate" do not follow, it shall be deemed that the words "or approved alternate" shall follow such designations unless the material, article, or piece of equipment is identified as "no substitutes." The City in its sole discretion may reject proposed substitute items. Samples may be required for evaluation prior to award. **PLEASE SUBMIT DESCRIPTIVE LITERATURE WITH ALTERNATE BIDS**
- 1.11 If an award is a result of this Invitation for Bid, an on-call, as needed contract will be issued. The amount of work under a contract, if awarded, is not guaranteed. The PO and contract number must be referenced on all documentation, including the invoice.

- 1.12 For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063; or e-mailed to ap@cityofls.net. **Pre-billing will not be allowed without prior written acceptance by the City.**
- 1.13 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located on Pages 23-29. Any bid conditioned on conflicting Terms & Conditions may be rejected.

2.0 SPECIFIC REQUIREMENTS OF BID:

2.1 Renewal Option:

- 2.1.1 The City reserves the right to re-new this contract for four (4) additional one-year renewal periods.
- 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 2.1.3 If the awarded Contractor requests an increase in compensation for any renewal period, the Contractor shall notify Procurement and Contract Services no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the awarded Contractor for any element of the contract for which an increase is requested.
- 2.1.4 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

- 2.2 **Licenses and Permits:** The awarded Contractor shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded bidders' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

- 2.3 **Insurance:** The awarded Contractor must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract-if applicable.

- 2.4 The City reserves the right to obtain performance and payment bonds as security for the faithful performance and payment of all of the bidder's obligations during this contract, in the event a work estimate exceeds \$25,000.00. The bonds shall be in an amount of 100% of the work estimate, on the forms provided herein, and with such sureties as are licensed to conduct business in the State of Missouri. The surety shall be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The required bonds shall be furnished within ten (10) calendar days after notice of award is issued by the Procurement and Contract Services Division.

2.5 Response time criteria:

- 2.5.1 Under this contract, it is required that the bidder be available for service seven (7) days a week, twenty four (24) hours a day.
- 2.5.2 Some work under this contract is of an emergency nature. The awarded Contractor shall provide a single twenty-four (24) hour telephone number to assure prompt response to calls from the City for needed repairs. The method of notification and the assignment of a technician to the call shall be the awarded Contractor's responsibility.
- 2.5.3 It shall be the City's responsibility, upon placing a call for service, to designate an emergency or non-emergency situation.
- 2.5.4 The awarded Contractor shall verbally confirm to the initial request for emergency service within one (1) hour of notification and shall have a qualified heating and cooling technician on the job site within four (4) hours of the original notification.
- 2.5.5 In the event repairs cannot be completed with the initial response, every effort by the awarded contractor shall be made to provide limited repair to allow for effective functioning of the system until complete restoration can be made.
- 2.5.6 Failure to meet the above requirements may result in the City contacting another vendor and requesting the work be performed by them. In this circumstance, the bidder shall not be entitled to any payment or damages and shall pay the City for any additional costs incurred. Failure to respond or report to the job site within the agreement time frame, may be construed as a breach of this agreement, and at the City's discretion, this contract may be terminated upon written notice by the City.
- 2.5.7 Requests for non-emergency service shall have a response time within twenty-four (24) hours from notification. The City reserves the right to schedule times and dates for non-emergency service to be performed under this contract, if awarded.

2.6 Post award information:

- 2.6.1 Hourly Charges: Hourly charges, are to begin when service technician arrives at job site or reports to the Project Manager or his designee, whichever is requested by the City. The awarded Contractor shall NOT commence any work until he has notified the proper City personnel of his arrival. The awarded Contractor will not be allowed to bill for travel time, fuel/mileage, trip charges or lunches and should build into your quoted hourly rate the amount you feel necessary to cover these types of expenses. The City shall not be responsible for payment to the awarded Contractor for any briefings or meetings held between the City and the awarded Contractor, as these meetings are to the mutual benefit of both parties.
- 2.6.2 Part/Equipment Runs: Part/Equipment runs that the awarded Contractor makes on behalf of work being performed for the City, shall be subject to review and approval by the Project Manager or designee. In general and at the Project Manager's discretion, the City will allow for no more than 1 hour of billable time, per job, for the awarded Contractor to make a Part/Equipment run on City time. The Technician shall notify the Project Manager or designee of any Part/Equipment run(s) that are necessary for City jobs and will be expected to provide an estimated length of time for the run. If the awarded Contractor expects there could be multiple Part/Equipment runs per job, the possibility for the extra time should be built into the hourly rates bid in Section 4.0 Pricing.
- 2.6.3 If the awarded Contractor feels more than one technician on a job is necessary, this should be explained and quoted accordingly to the Project Manager prior to commencement of work. If the awarded Contractor fails to communicate and receive approval by the Project Manager for the need of more than one technician on a particular job, this may result in the City only being responsible for the hourly rate of ONE (1) Technician in accordance to Section 4.0 Pricing.
- 2.6.4 The City reserves the right to determine if equipment should be serviced, maintained or repaired as an emergency in unusual and unpredictable situations.
- 2.6.5 All work shall be performed and all complaints handled with due regard to the City public relations. The awarded Contractor shall utilize competent employees in performing the work. At the request of the City, the awarded Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and the awarded Contractor shall each be promptly notified by the other of any complaints received.
- 2.6.6 The awarded Contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the bidder's equipment or clothing either, lost, damaged, destroyed or stolen.
- 2.6.7 Proper safety precautions shall be used at all times and shall remain the awarded Contractor's responsibility. The awarded Contractor shall be equipped to enter confined spaces and hazardous atmospheres meeting all Occupational Safety and Health Administration (OSHA) criteria.
- 2.6.8 Supplies and materials: The City reserves the right to determine the urgency and necessity of emergency shipping and the City shall be responsible for any such charges (i.e. overnight express). Upon notification by the City, the awarded Contractor shall make all necessary arrangements and include the emergency shipping costs with invoice. Any emergency shipping costs shown on an invoice shall also designate City personnel authorizing the shipping.
- 2.6.9 The awarded Contractor will be contacted for services as needed by the applicable City Department Supervisor or their designee. Contractor shall not perform work for any department without prior approval by the City Department Supervisor or designee.
- 2.6.10 Prior to commencing any work, the awarded Contractor shall provide a Work Order Cost Estimate. The estimate shall clearly state the number of hours and manpower that will be used for the project. The estimate shall be reviewed and approved by the Department Supervisor or designee prior to the commencement of any work. If for some reason extra hours are needed, the hours shall be approved in advance by the Department Supervisor or designee. The estimate may be ORAL or WRITTEN at the City's discretion. All estimates provided to the City shall be in accordance to Section 4.0 Pricing.
- 2.6.11 The City reserves the right to bid any project over the City's informal bid threshold amount of \$10,000.00 and is determined to be in the best interest of the City.
- 2.6.12 The awarded Contractor shall coordinate the time and date of the service call with the applicable City Supervisor and it will be the Supervisor's responsibility to monitor the awarded Contractor's time on site.
- 2.6.13 Prior to departure from the work site, the awarded Contractor shall provide the City Supervisor with a two part Service Call Receipt for the services rendered which shall include but not limited to the date, start time, finish time, number of crew utilized for the service call. The awarded Contractor Supervisor or designee will sign the receipt and a copy shall be provided to the applicable City Supervisor.
- 2.6.14 if requested, the awarded Contractor will provide the City with a City Supervisor signed copy of the Work Order Cost Estimate and Service Call Receipt attached to the invoice which references the Purchase Order issued for Services rendered.

2.7 Invoices and payment:

- 2.7.1 The City reserves the right to request copies of supplier's invoices for parts.

- 2.7.2 The awarded Contractor shall submit, on a timely basis, an itemized detailed invoice for services rendered, including the following information:
- 2.7.2.1 Name of City personnel authorizing the work,
 - 2.7.2.2 Name of the employees who performed the work,
 - 2.7.2.3 The hours and rates as identified in Section 4.0 Pricing, spent on each job for each given day,
 - 2.7.2.4 A list of all materials used for each job and the location,
 - 2.7.2.5 When materials are used for the job, the cost plus percentage (stated in Section 4.0 Pricing) must also be shown on invoice
 - 2.7.2.6 The purchase order number shall be designated on all invoices,
 - 2.7.2.7 If applicable, Certified payroll for any new work performed,
- 2.7.3 The awarded Contractor shall keep complete records of all the work performed under the contract. Work covered under this contract shall be invoiced separately from any other work and/or purchases by the City. Requests for payment shall be submitted by job and by Department.
- 2.7.4 For prompt payment, all invoices and copies of work orders shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063; or e-mailed to ap@cityofls.net.
- 2.7.5 The City reserves the right to audit the successful bidder's financial records.
- 2.8 **Compliance:** The following items shall be provided by the awarded Contractor to the City of Lee's Summit Procurement and Contract Services Division:
- 2.8.1 To be provided with Bid submittal:
- Bidder should complete the bid document in its entirety (bidders should keep a copy of bid submittal)
 - Executed Addendum(s)
- 2.8.2 To be provided prior to the issuance of a contract:
- Business License
 - List of References and Experience on form provided
 - List of Subcontractors and major suppliers on form provided
 - Certificate of Insurance in accordance to the Insurance Requirements identified in this bid document
 - Work Authorization Affidavit
 - E-Verify Signature Page
 - W-9 (new vendor only)
 - Vendor Information Form (new vendor only)
 - NOTE: Respondents legal entity company name must be identified the SAME on their W9 and Certificate of Insurance (COI).
- 2.9 **Prevailing Wage: The following changes were effective Aug. 28, 2018**
- Projects valued \$75,000 and under are not subject to the Prevailing Wage Law and projects valued at \$10,000 and below are not subject to a competitive bidding process.
 - No project may be split up into smaller projects valued at less than \$75,000 for the purpose of evading the requirement to pay a prevailing wage or public works contracting minimum wage.
 - Hours worked on holidays will be paid at twice the normal rate, including fringe benefits. Overtime hours will be paid at time and a half of the normal rate, including fringe benefits.
 - Contractors may employ one "apprentice" or "entry-level" worker for each journeyman hired and pay them 50% of the pay, including fringe benefits, of a journeyman in their same occupational title.

Other important provisions of the new law will not be fully implemented until the release of the next Annual Wage Order in 2019. These include:

- The Department of Labor will only use the hours reported by contractors on non-resident projects in calculating the annual wage order in 2019. This includes both public and private, and whether or not the projects were subject to a collective bargaining agreement.
- A new "Public Works Contracting Minimum Wage" of 120 percent of the average county wage will be used instead of a prevailing wage in counties where fewer than 1,000 hours are reported for a particular occupational title.

2.9.1 Prevailing Wage Projects. Should a single project in which the supplier is responsible for, or is a part of, exceed \$75,000, Prevailing Wage laws will apply. Supplier will be required to submit separate pricing for these projects that include Prevailing Wage. The following shall be provided with Applications for Payment:

- Pay Application
- Certified Payroll Form
- Certified Payroll Report
- MoDOLIR-Compliance with Prevailing Wage Law Affidavit
- Contractor's Certification and Affidavit

NOTE: For any Prevailing Wage work performed under this Contract, Annual Wage Order 26 shall apply.

2.10 No Financial Interest or Other Conflict:

- 2.10.1 Elected or appointed officials or employees of the **City of Lee's Summit** or any political subdivision thereof, serving in an executive or administrative capacity, **must comply with sections 105.452 and 105.454, RSMo**, regarding conflict of interest.
- 2.10.2 The Contractor/Service Provider hereby covenants that at the time of solicitation submittal the Contractor/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor/Service Provider further agrees that during the term of the contract/agreement neither the Contractor/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

2.11 Debarment and Suspension Status:

- 2.11.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 2.11.2 Offeror has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 2.11.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 2.11.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.12 All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult:

<https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

2.13 **Award:** A Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City.

2.14 **Site Visits:** The below City Authorized Personnel, or designee, can be contacted individually if the Bidder would like to arrange for a site visit(s) to see the equipment only, before bidding.

Michael Riley, Water Utilities at 816-969-1963

Ron Johnson, City Hall, Fire Stations, Animal Control, Maint/Fleet Facility, Historic Museum at 816-969-1860

Ola Shobowale, Legacy Park Community Center at 816-969-1553

Eric Schooley, Longview Community Center at 816-969-1523

Ryan Gibson, Harris Park Community Center & Lea McKeighan North at 816-969-1556

Devin Blazek, Summit Waves at 816-969-1546

Andrew Carr, Parks & Recreation Construction & Ops Center and Concession Buildings at 816-969-1533

John Ohrazda, Airport at 816-969-1180

3.0 SPECIFICATIONS:

The below identified major, general equipment is subject to change at any time and also may or may not include smaller, other equipment that could possibly need service. **In the event of needed repairs, new installation, or additional maintenance services at any City location, the awarded Contractor will provide an estimate, utilizing the hourly labor rates listed on Page 13 in Section 4.0 Pricing. .**

CITY LOCATIONS
Animal Control, 1991 SE Hamblen Road 3-AAON Package rooftop (electric heat) units, RTU#1 – MN: RM-010-8-0-BB02-162, SN: 200708-AMEJ10629 RTU#2 – MN: RM-015-8-0-BB02-162, SN: 200708-AMEL-10630 RTU#3 – MN: RM-006-8-0-BB01-142, SN: 200708-AMEF-10633 1-Trenton Walk-in freezer – MN: TEZA025L8-HS2B-F, SN: 150335583T 1-Lennox split system (furnace room), AHU MN: CBX32M-036-230-6-04, SN: 5807H40964 Outside unit MN: TSA03654N41Y SN: 5807H23767 2-Sally Port bay hanging electric heaters, Berko, MN: HUAA1020
Aviation Division, 2751 NE Douglas 2-Champion Split with Heatpump Units (Main Terminal), North unit – Outside unit MN: TH16B4821SA, SN: W1D8676120, Air Handler MN: AE48DX21C, SN: W1M7302372 South Unit – Outside Unit MN: TH16B4821SA , SN: W1L8264287 Air Handler MN: AE48DX21C, SN: W1M7302368 1-Lennox Split System (electric heat) T-Hanger #1, Outside Unit MN: TSA-060S4N45G, SN: 5817L13435 Air Handler MN: CBX27UH-060-460-6-02, SN: 1617K01509 1-Dayton LP Furnace 100,000 BTU, MN: 4LX51, SN : B04454569002001 1-Rheem, 30 Gallon Electric Water Heater, MN: 1PZ73, SN: 0702F01026 4-Bard-Wall Mount Combo Heater/AC Units, SN:BARD-WA-361-A00 1-RBI 350,000 BTU Heating Boiler, MN: SB350, SN: 30641881 1-A.O. Smith 6 gallon Water Heater, MN: DEL6102, SN: J06M002939 1-Reznor 100,000 BTU LP Overhead Furnace
City Hall, 220 SE Green St. 4-Lochinvar Boilers, Boiler #1-MN: KBN801, SN: H14H10311815 Boiler #2-MN: KBN801, SN: H14H10306802 Boiler #3-MN: KBN801, SN: J14H10321881 Boiler #4-MN: KBN801, SN: J14H10321845 5-McQuay Roof Top Units, RTU #1 - 40 ton, MN: RPS040CLY, SN: FBOU050200622-02 RTU #2 - 40 ton, MN: RPS040CLY, SN: FB0U050200653-02 RTU #3 - 75 ton, MN: RDT075CSY, SN: FBOU050200816-02 RTU #4 - 60 ton, MN: RDT060CSY, SN: FBOU050200803-02 RTU #5 - 70 ton, MN: RDT070CSY, SN: FBOU050200804-02 2-Liebert Units, Unit #1-MN: BU060E7AME1397S, SN: N12A740101 Unit #2-MN: BU067ASAME1396S, SN: N12A740103 1-Liebert Parking Garage Unit Heater/AC Unit: MN: ET 018SLPFAT3171, SN: 793171-001
Water Utilities Service Center– 1200 SE Hamblen 2 -LAAR Boilers, MN: NTH1000NJX1 2 Primary Heating Pumps 2-Secondary Heating Pumps 2-Chilled Water Pumps 1 York Condensing Unit MN: YLAA0080SE46XFB, SN: 11551E76161284 1-York Air Handler Unit in Shop 1-York Air Handler Unit in Office 1-Titan Make Up Air in Center Shop 2-Advanced Tube Heaters 1-Exhaust Fan in Shop 3-Exhaust Fans in Center Shop 1-Exhaust Fan in Locker Room

CITY LOCATIONS	
Water Utilities – Tudor Road Pumping Station, 1751 Tudor Road	
6 - Rooftop Units	
Water Utilities – South Terminal, 3199 SW Ward Road	
6 -Unit Heaters (Hanging)	
1-Carrier Condensing Unit, MN: 38CKC018330	
Fire Headquarters, 207 SE Douglas	
1-Carrier RTU w/gas fired heat, Model 482LLA035C-A500CB - Carrier Energy Mgmt. System (3 Floors)	
3-Lennox Split System Units, SS#1 (Twin Furnace) Outside unit MN: TSA090S4SN1Y, SN: 5617C12404	
Air Handler MN: C35-60D-6F-1/C35-60D-6F-1, SN: 6017B19419/6017B19416	
SS#2 Outside unit MN: TSA048S4N44Y, SN: 5817F09577	
Air Handler MN: C35-60D-6F-1, SN: 6017B19418	
SS#3 Outside unit MN: TSA036S4N44Y, SN: 5816M03502	
Air Handler MN: CX34-36C-6F-2, SN: 6016L22579	
4-Infrasave Tube Heaters, ALL same MN: ITB-FB 130N, SN: SNU170920001, SN: SNU170814046, SN: SNU170814042, SN: SNU170814043	
Fire Station #2, 2000 NE Rice Rd.	
5-Lennox Split System Units, Unit #1 Outside MN: 14HPX-024-230-11, SN: 1910A13099	
Air Handler MN: CX34-36B-6F-2, SN: 6010K05838	
Unit #2 Outside MN: 14HPX-060-230-18, SN: 1913K18108	
Air Handler MN: CX34-62C-6F-1, SN: 6010K21521	
Unit #3 Outside MN: 14HPX-024-230-11, SN: 1910A13082	
Air Handler MN: CX34-36B-6F-2, SN: 6010K05832	
Unit #4 Outside MN: 14HPX-024-230-11, SN: 1910D03766	
Air Handler MN: CX34-36B-6F-2, SN: 6010K05839	
Unit #5 Outside MN: 14HPX-024-230-11, SN: 1910A13079	
Air Handler MN: CX34-36B-6F-2, SN: 6010K05825	
4-Reverver-ray Bay heaters, ALL same MN: Reverver-ray DX3-30-60N, SN: 1010RWEN1133340001, 02, 03, 04	
Fire Station #3, 210 S. W. Pryor	
1 – Lennox RTU, Model GCS20-036-75-6Y SN: 5602F06177	
1 – Lennox Unit Heater, Model LF24-15A 5 SN: 56001M02515	
Fire Station #4, 414 N. W. Woods Chapel Road	
2-Lennox Roof top units, RTU#1 MN: LGA036H2BS2Y, SN: 5607K00839	
RTU#2 MN: LGA036H2BS2Y, SN: 5607K09770	
1-Lennox Bay heater, MN: LF24-145A-5, SN: 5617F05109	
Fire Station #5, 3650 S.W. Windemere	
2-Lennox Roof top units, RTU#1 MN: LGA036H2BS2Y, SN: 5606H09643	
RTU#2 MN: LGA036H2BS2Y, SN: 5606H09642	
2-Lennox Bay heater, MN: PD-100AE0130, SN: 39011010805-9115	
MN: LF3-110C-2, SN: 5879M1143	
Fire Station #6, 101 N E Blackwell	
4-Lennox Roof top units, RTU#1 MN: GCS20-513-75-2Y, SN: 5697E07142	
RTU#2 MN: GCS20-653-75-2Y, SN: 5697F02807	
RTU#3 MN: GCS20-653-75-2Y, SN: 5697F02806	
RTU#4 MN: GCS20-653-75-2Y, SN: 5697F02808	
2-Solaronics Bay heaters, All MN: ST-125-40/50N, SN: ST-97-3070, SN: ST-97-3069	

Fire Station #7, 2150 S.W. Scherer Rd.

5-Lennox Split Systems, Unit#1 Outside MN: XC13-060-230-1, SN: 5806H55679
Air Handler MN: CR33-50/60C-F, SN: T13C02112
Unit#2 Outside MN: XC13-036-230-1, SN: 5806H73639
Air Handler MN: CR33-48B-F, SN: D06H06221
Unit#3 Outside MN: XC13-060-230-1, SN: 5806H55687
Air Handler MN: CR33-60D-F, SN: D06E01727
Unit#4 Outside MN: XC13-030-230-02, SN: 5806H65261
Air Handler MN: CR33-30/36B-F, SN: D06H08411
Unit#5 Outside MN: XC13-048-230-1, SN: 5806H68103
Air Handler MN: CX34-49C-6F, SN: 6006G83096

Historic Museum 220 SW Main St.

1-Lennox Rooftop Unit#1, MN: KGB060S4BH1Y, SN: 5617L06055
1-York Rooftop Unit#2, MN: D8CG060N09925B, SN: NOD8750397
3-Lennox Split Systems, Outside Unit #1 MN: 14ACXS036-230A20 SN: 1917J14891
Air Handler MN: CX35-50/60C-6F-1, SN: 6017K06376
Outside Unit #2 MN: 14ACX-047-230-04, SN: 1917G20572
Air Handler MN: CX35-60C-6F-1, SN: 6017K13758
Outside Unit #3 MN: HS29-211-2P, SN: 5896G48044
Air Handler MN: CB30M-21/26-1P, SN: 5896J46297

Park Construction & Operations Center, 1801A NE Coneflower Drive (east on Coneflower off of Blackwell Parkway)

Heil heat pump MN: # HHP436AKC2
Heil heat pump MN: # HHP424AKC2
2 - Freedom Air handlers/electric furnace MN: # AHX3600A1
Munchkin gas fired boiler for radiant heat MN: # 199AMSME

Hartman Park, 1 Concession Building, 700 SW Pryor Road

Roof-mounted condenser with hotel-style inside condenser and controls mounted in the concession area; make, MN: N/A

Girls Softball 1 Concession Building, 1201 NE Legacy Park Drive

1-Carrier MN: 38HDC018341 outside condenser and fan unit with Penn MN: Z1280 ceiling mount evaporator and fan unit
1-Lennox MN 14ACX-060-230-15 Outside Unit
1-Air Handler in Attic

Boy's Baseball-1 Concession Buildings, 1401 NE Legacy Park Drive

1-Carrier MN: 38HDC018341 outside condenser and fan unit Penn MN: Z1280 ceiling mount evaporator and fan unit
1-Champion MN: TCD60B41SA, Outside Unit
1-Air Handler in Attic

Boy's Baseball-1 Concession Building, 1301 NE Legacy Park Drive

1-Champion MN: TCD60B41SA Outside Unit
1-Air Handler in Attic

Lea McKeighan North, 120 NE Chipman Rd

2-Daikin indoor units

Legacy Park Community Center, 901 Bluestem Drive

1-AAON 20 Ton roof unit, MN: RK-20-3-EP- 212:HBOUDA00H00FOX
1-AAON 6 Ton roof unit, MN: RK-06-3-E0-222:H00UDA00H00FOX
3 - AAON 10 Ton roof units, MN: RK-10-3-E0212:Z00UDA00H00FCX
AAON 5 Ton roof unit, MN: RK-05-3-E0-222:H00UDA00H00FOX
AAON 16 Ton roof unit, MN: RK-16-3-E0-212:Y00UDA00H00FCX
2 - AAON 8 Ton roof units, MN: RK-08-3-E0-12:ZA0UDA00H00FCX
2 - AAON 20 Ton roof units, MN: RK-20-3-E0-212:Za0UDA00H00FCX
2 - AON 2 Ton roof units, MN: RK-02-3-E0-212:K00UDA00H00FOX
1--DRY-O-TRON 1,760,000 BTU/H Pool Dehumidifier, MN: DS-362

Harris Park Community Center, 110 SW Blue Parkway

Office, North, Carrier, MN: 48TMMO16 – 511BA, SN: 5007U37304, Refrigerant R-22
Gym, Northeast, Johnson Controls/York, MN: J12JN20P2QZZ50001A, 12.5 ton, Refrigerant 410A
Gym, Southeast, Johnson Controls/York, MN: J12JN20P2QZZ50001A, as.5 Ton, SN: N1F0993471, Refrigerant 410A
Gym, Northwest, Johnson Controls/York, MN: J12JN20P2QZZ50001A, 12.5 Ton, SN: N1F0993472, Refrigerant 410A
Gym, Southwest, Johnson Controls/York, MN: J12JN20P2QZZ50001A, 12.5 Ton, SN: N1F0993473, Refrigerant 410A
Summit Waves Aquatic Center – Operations Building Office, Carrier MN: 50TM-008-A-601HY, 7.5 Ton, SN #4807G50623, Refrige R-22

Summit Waves Aquatic Center, 120 SW Blue Pkwy

Summit Waves Aquatic Center – Operations Building Office, Carrier MN: 50TM-008-A-601HY, 7.5 Ton, SN #4807G50623, Refrige R-22

Longview Community Center, 3801 SW Longview Rd

1-Daiken 40 ton roof unit(Locker Rooms), MN:MPS040FG4DVAYYYYa
1-Daiken 40 ton roof unit (Lobby), MN:MPS026GG4DVIDYRYB
1-Daiken 40 ton roof unit (Track), MN:RPS042DLAS6
1-Daiken 10 ton ground unit (gym), MN:RCS140DYYYY
1-Daiken 140 ton ground unit (gym) condenser unit, with air handler, MN:RFS140DLAS6
1-Engineered Air ground unit (Pool DH), MN:FW906DJE1400
1-Engineered Air ground unit (Pool exhaust), MN:FW906DJE1400

Maintenance/Fleet Facility, 1971 S Hamblen Rd

3-McQuay Air Handling Units, AHU#1 – 60 ton (electric heat), MN: ACR060AS27-ER10, SN: STNU020700130
AHU#2 – Electric Heat only, MN: E736894030, SN: FBOU020600976
AHU#3 – Electric Heat only, MN: E736894040, SN: FBOU020600977
2-DATA Air DX Units, DX#1 – MN: DATA - Aire - DT-AU-0334, SN: 2002-2029-B
DX#2 – MN: DATA - Aire - DAMA-0112-P, SN: 2002-2031-B

4.0 PRICING:

NOTE: If hours billed begin to result in discrepancy, the City reserves the right to have the awarded Contractor log in and out on a time sheet to ensure correct invoicing occurs. Any Prevailing Wage work performed under a Contract if awarded shall be AWO 26. In the event of needed repairs or additional maintenance services, the awarded contractor will provide service using the hourly labor rates listed below and provide a work estimate as required. If on call maintenance and/or repair is requested, the Contractor shall supply filters, fuses, lubrication oil, compressor oil, belts, Freon for AC units, and other parts, involved with preventive maintenance, as needed. This does not include major components.

4.1	State the percentage that will be added to your cost for Materials used for New Installation:	_____ % Percentage added to cost	
4.2	State the percentage that will be added to your cost for Materials used for Repair & Maintenance:	_____ % Percentage added to cost	
NOTE: PLEASE REFER TO SECTION 2.6.3 REGARDING NUMBER OF TECHNICIANS ON A JOB. THE CITY WILL NOT PAY FOR RENTAL TO THE CONTRACTOR FOR EQUIPMENT, PARTS AND SUPPLIES THAT ARE CUSTOMARILY USED IN THE OPERATION OF THE CONTRACTOR'S BUSINESS.			
NEW WORK/INSTALLATION			
		HOURLY RATE Non-Prevailing Wage (For work UNDER \$75K)	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)
4.3	Hourly rate for regular service	\$	\$
4.4	Hourly rate for after hour service, if required	\$	\$
4.5	Hourly rate for weekends or holidays, if required	\$	\$
4.6	Hourly rate for emergency service, if required	\$	\$
REPAIR AND MAINTENANCE			
4.7	Hourly rate for regular service	\$	\$
4.8	Hourly rate for after hour service, if required	\$	\$
4.9	Hourly rate for weekends or holidays, if required	\$	\$
4.10	Hourly rate for emergency service, if required	\$	\$

4.11	Minimum Call-Out Rate - (list hour or portion of hour, if applicable)	Min. Service Charge \$
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Bidders are to identify below a Statement of Warranty for Labor:

4.13 The awarded contractor must be capable of service, maintenance, repair and inspection in accordance with manufacturer's instructions of all HVAC systems and equipment included in this invitation to bid.

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

SERVICE SUPPORT CENTER/HOURS OF SERVICE/CONTACT INFORMATION:

4.16 Please list the address of the nearest Customer Service/Support Center:

4.17 State hours normal service is available:

____ a.m. to ____ p.m., ____ days per week

4.18 Emergency service available:

____ a.m. to ____ p.m., ____ days per week

4.19 State name, telephone number, and email address and phone number for contact person for service calls:

Name:

Email:

Phone:

4.20 State name, telephone number, and email address for contact person/s for after hours and weekends:

NOTE: This must be a 24 hour a day Contact person(s)

Name:

Email:

Phone:

5.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES ____

NO ____

INITIALS: ____

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

6.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. E.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

All submittals should include the signed and notarized Work Authorization Affidavit **AND** the electronic signature page from the E-Verify program.

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of _____)

) ss.

State of _____)

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

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

Affiant

Printed Name

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

Notary Public

SEAL

PERSONNEL QUALIFICATIONS

Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate person who will be supervising project and years of experience in similar work.

Name: _____ # of Years: _____

Type of Experience: _____

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other municipalities or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

LIST OF REFERENCES AND EXPERIENCE

PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid. To be considered for award, bidder shall have been in business for a minimum of five (5) years. **NOTE:** If you are currently or have previously done business for the City of Lee's Summit, please do not include the City as one of your below references.

How many years has your firm been in business?	Years: _____
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u> Municipality/Company Name: _____ Address: _____ _____ Contact Person: _____ Title: _____ Telephone No: _____ <u>Description of Work/Services Performed:</u> Contract Amount: \$_____ Completion Date: _____	
<u>Prior Work/Services Performed for:</u> Municipality/Company Name: _____ Address: _____ _____ Contact Person: _____ Title: _____ Telephone No: _____ <u>Description of Services Performed:</u> Contract Amount: \$_____ Completion Date: _____	
<u>Prior Work/Services Performed for:</u> Municipality/Company Name: _____ Address: _____ _____ Contact Person: _____ Title: _____ Telephone No: _____ <u>Description of Services Performed:</u> Contract Amount: \$_____ Completion Date: _____	

OWNER: CITY OF LEE'S SUMMIT, MISSOURI
PROJECT NAME: HVAC Services
BID NO: 2019-076

LIST OF SUBCONTRACTORS

1. To enable the City to evaluate the Bidder's qualifications to perform the Work as provided in the Specific Requirements of the Bid the Bidder shall nominate each Subcontractor to whom the Bidder intends to award a Sub-agreement (a) exceeding the percentage of the Bidder's Base Bid stipulated in the Instructions to Bidders, or (b) to comply with the licensing requirements imposed by the City of Lee's Summit's Codes or any Public Governmental Entity deemed to have jurisdiction. If the Bidder intends to self-perform a classification of Work for which a specialty license or certificate is required, the Bidder shall nominate itself in the spaces provided for that purpose and furnish their license or certificate number(s) for that classification. For each nominated Subcontractor, the Bidder shall identify the nominated Subcontractor's work to be performed, subcontractor name, address, license/certificate number, telephone number and percentage of base bid, the Subcontractor will perform.
2. Failure by the Bidder to identify a nominated Subcontractor or nominate the Bidder itself within two (2) Business Days after the date of the Bid opening may render the Bid as non-compliant in respect to the requirements of the Bidding Document in the **Owner's** sole discretion. The requirement to make a definite nomination of Subcontractors or to state that the Bidder intends to self-perform that classification and to clarify any omissions or ambiguities in the List of Subcontractors, applies to the Apparent Low Bidder and any other Bidder wishing to remain in contention for the award.
3. The Bidder hereby agrees not to remove, replace, or add a nominated Subcontractor after the period allowed in paragraph 2 or during the course of the contract except for good cause shown as determined solely by the **City**.
4. This listing requirement does not create any express or implied duty or obligation to the Bidder or nominated Subcontractors by the City.

WORK TO BE PERFORMED:	SUBCONTRACTOR NAME & ADDRESS:	LICENSE/CERTIFICATE NUMBER(s):	CONTACT NUMBER:	% OF BASE BID
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- G. Waiver. All policies, except for Professional Liability, and Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all subcontractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor'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 Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with

acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

2. Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services

under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

Contractor further understands and agrees that Contractor's employees, agents, subcontractors, and directors (referred to in this paragraph as "Employees"), are not serving as employees of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. Contractor acknowledges and agrees that any injury its Employees sustain in the performance of this Contract will be not be eligible for industrial benefits from the City and any necessary treatment will be Contractor's, or Contractor's insurer's, sole responsibility. Should Contractor's insurer attempt to subrogate a Workers' Compensation claim against the City, including the City's employees, director, or agents, Contractor shall defend, indemnify, and hold harmless the City and the City's employees, director, or agents for, from, and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, arising out of such subrogation efforts.

- 3. Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

GENERAL TERMS AND CONDITIONS**GENERAL INSTRUCTIONS CONCERNING IFB's/BID's**

1. **AWARD.** The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
 2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
 3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
 4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
 5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
 6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
 7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/solicitation official opening date and time specified.
 8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
 9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
- A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required ☒.

Bid Deposit Required ☐ as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

- (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
- (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
- (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

B PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.

Performance and Labor and Material Payment Bonds Not Required ☒.

Performance and Labor and Material Payment Bonds Bond Required ☐ as stipulated in the "Invitation to Bid".

Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- (2) Date of bonds shall be the same as the date of City's execution of the contract.
- (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
- (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
- (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.

11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

13. AWARD OF CONTRACT.

A BASIS OF AWARD.

- (1) Only firm bids will be considered.
- (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
- (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
- (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.

B EVALUATION OF BIDS.

- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
- (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
- (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.

C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and date for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.**GENERAL CONTRACTUAL REQUIREMENTS.****1. DEFINITIONS.**

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
- H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.

12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent allowable by law, Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities (collectively "Indemnitee"), for, from and against any and all claims, demands, damages, losses, fines, judgments, or liabilities, including costs, expenses, and attorneys' fees (collectively "Claims") to which Indemnitee may become subject, under any theory of liability whatsoever, incurred in the defense of such Claims, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, and arising out of Contractor's performance or non-performance under this contract. The obligations under this indemnification provision shall also apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Contractor's agents, directors, officers, employees, volunteers, contractors, whether employed directly or indirectly by Contractor, and any other person for which Contractor may be legally liable.
21. **SUB-CONTRACTS.**
- A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
 - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A ☐ The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - B ☒ The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.

- C ☐ The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D ☐ Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
- B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
- B Satisfy all current and applicable local codes, ordinances and licensing requirements.

38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
- A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
- (2) To any acts of the City.
- (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
- (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
- B Engineer's Pay Estimates:
- (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
- (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
- (3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably

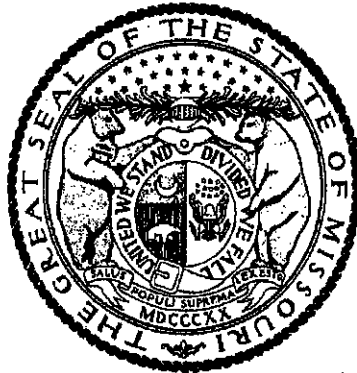
necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.

- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 048
JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$64.53
Boilermaker		\$67.29
Bricklayer		\$55.57
Carpenter		\$55.90
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$50.61
Plasterer		
Communications Technician		\$57.27
Electrician (Inside Wireman)		\$61.61
Electrician Outside Lineman		\$65.19
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$32.01*
Glazier		\$53.47
Ironworker		\$62.72
Laborer		\$44.64
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$50.06
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$56.40
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$50.36
Plumber		\$67.77
Pipe Fitter		
Roofer		\$51.99
Sheet Metal Worker		\$65.32
Sprinkler Fitter		\$32.01*
Truck Driver		\$46.29
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$57.32
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$65.19
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$46.40
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.73
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$46.19
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

**Annual Incremental Increase

ANNUAL WAGE ORDER NO. 26

3/19

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Packet Information

File #: BILL NO. 19-239, **Version:** 1

An Ordinance approving the use of a Cooperative Contract between the State of Missouri and Environmental Systems Research Institute for GIS software and maintenance and authorizing the City Manager to execute the same by and on behalf of the City of Lee's Summit, Missouri. (F&BC 10/14/19)

Issue/Request:

An Ordinance approving the use of a Cooperative Contract between the State of Missouri and Environmental Systems Research Institute (ESRI) for GIS software and maintenance and authorizing the City Manager to execute the same by and on behalf of the City of Lee's Summit, Missouri.

Background:

The current contract between the State of Missouri and Environmental Systems Research Institute (ESRI) is ending. The State of Missouri issued a solicitation and awarded a new contract to Environmental Systems Research Institute (ESRI) for one-year with the option for four (4) one-year renewals. As a municipality in the State of Missouri, the City of Lee's Summit is allowed to use this contract.

The City spends \$50,000.00 - \$70,000.00 a year on the current contract.

Key Issues:

-The City uses GIS software in several departments; the agreement is for the ongoing cost to use the software and associated maintenance.

Proposed Committee Motion:

I move to recommend to the City Council for approval an Ordinance approving the use of a Cooperative Contract between the State of Missouri and Environmental Systems Research Institute for GIS software and maintenance and authorizing the City Manager to execute the same by and on behalf of the City of Lee's Summit, Missouri.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of An Ordinance approving the use of a Cooperative Contract between the State of Missouri and Environmental Systems Research Institute for GIS software and maintenance and authorizing the City Manager to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECOND MOTION: I move for a second reading of An Ordinance approving the use of a Cooperative Contract between the State of Missouri and Environmental Systems Research Institute for GIS software and maintenance and authorizing the City Manager to execute the same by and on behalf of the City of Lee's Summit, Missouri.

Impact/Analysis:

Rick Gentry, Procurement and Contract Services Manager

Staff recommends approval.

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BILL NO. 19-239

AN ORDINANCE APPROVING THE USE OF A COOPERATIVE CONTRACT BETWEEN THE STATE OF MISSOURI AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE FOR GIS SOFTWARE AND MAINTENANCE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit (the "City") currently uses GIS software and maintenance from Environmental Systems Research Institute ("ESRI"); and,

WHEREAS, Section 5.4 of the Procurement Policy allows the City to make purchases from contracts that were originally procured by another entity but have extended the pricing and terms of such contract to other entities such as the City; and,

WHEREAS, the City is able to purchase the needed GIS software and maintenance pursuant to a contract between the State of Missouri and ESRI ("Cooperative Contract No. 2020-022"); and,

WHEREAS, Section 5.4 of the Procurement Policy requires that cooperative contracts that have an estimated annual spend of \$50,000.00 or more be approved by City Council before they are used; and,

WHEREAS, the City anticipates spending over \$50,000.00 annually through this on the purchase of GIS software and maintenance.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby approves the City's use of the State of Missouri contract with Environmental Systems Research Institute (ESRI), Contract #CT200283001 (referred to as "Cooperative Agreement"), a copy of which is on file with the Procurement Division of the Finance Department and incorporated herein by reference, and authorizes the City Manager to execute an agreement by and between the City and ESRI, pursuant to the Cooperative Agreement, to purchase software and maintenance, on an as-needed basis, listed in the Cooperative Agreement.

SECTION 2. 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 3. 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.

BILL NO. 19-239

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*

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 Counsel of Management and Operations Daniel R. White



LEE'S SUMMIT MISSOURI

NOTICE OF PARTICIPATION-COOPERATIVE/PIGGY-BACK

September 20, 2019

Environmental Systems Research Institute (ESRI)
Attn: Leslie Killian
380 New York Street
Redlands, CA 92373

Re: City of Lee's Summit Participation in Cooperative for ESRI GIS Software & Maintenance- LS #2020-022
Originating Entity: State of Missouri
STMO Contract # CT200283001

Dear Ms. Killian,

You are hereby notified that the City of Lee's Summit, Missouri may be a participant in the above referenced Contract. All terms, conditions and pricing of the Contract will apply to purchases and/or utilization of said Contract by the City of Lee's Summit, Missouri.

Your organization shall return the following document within (7) seven days after receipt of this Notice of Participation via email to Mrs. Des Collins at desiree.collins@cityofls.net:

- ♦ Sign and return Notice of Participation
- ♦ Certificate of Insurance, including required additional insured endorsements for CGL and Auto policies and waiver of subrogation endorsements for CGL, Auto and Workers Comp as specified in the contract.

This procedure does not imply an exclusive contract, nor does it preclude the city from bidding or purchasing items from other sources. The Contract is effective from September 1, 2019 through August 31, 2020.

Please be advised that all orders or work regarding this Contract will require a Purchase Order and all invoices provided to the City for payment must reference the Purchase Order number. For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to ap@cityofls.net.

If you have any questions or problems during the contract year, do not hesitate to contact the Procurement Division at 816-969-1082.

CITY OF LEE'S SUMMIT:

Authorized Signature

Title

Date

ATTEST: _____

Office of City Clerk

Approved as to Form:

Office of the City Attorney

CONTRACTOR

TIMOTHY BRAZEL
Type or Print Name Legibly

T-B-
Authorized Signature

Manager, Commercial & Government Contracts
Title
**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.**

Name of Company

Packet Information

File #: BILL NO. 19-240, **Version:** 2

An Ordinance accepting Final Plat entitled Summit View Farms 3rd Plat, Lots 51-74 and Tract C, as a subdivision to the City of Lee's Summit, Missouri.

Proposed City Council Motion:

I move for a second reading of An Ordinance accepting Final Plat entitled Summit View Farms 3rd Plat, Lots 51-74 and Tract C, as a subdivision to the City of Lee's Summit, Missouri.

Josh Johnson, AICP, Assistant Director of Plan Services

BILL NO. 19-240

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED SUMMIT VIEW FARMS 3RD PLAT, LOTS 51-74 AND TRACT C, AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application PL2018-122, submitted by Summit View Farms Development Group, LLC, requesting approval of the final plat entitled "Summit View Farms 3rd Plat, Lots 51-74 and Tract C", was referred to the Planning Commission as required by Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; and,

WHEREAS, the Planning Commission considered the final plat on September 11, 2018, and rendered a report to the City Council recommending that the plat be approved.

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

SECTION 1. That the final plat entitled "Summit View Farms 3rd Plat, Lots 51-74 and Tract C" is a subdivision in part of the Northwest Quarter of Section 26, Township 47 North, Range 32 West, in Lee's Summit, Missouri more particularly described as follows:

ALL OF TRACTS D AND E, SUMMIT VIEW FARMS AMENDED 1ST PLAT, RECORDED IN BOOK 1170, AT PAGE 1 IN THE RECORDER OF DEEDS OFFICE IN JACKSON COUNTY, MISSOURI AND A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 32 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED BY KENNETH J. DEDRICK, PS-2571 ON JULY 19, 2018 AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 87°59'31" WEST (THIS AND ALL FOLLOWING BEARINGS ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM 1983, WEST ZONE) ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 456.72 FEET; THENCE NORTH 02°00'29" EAST, A DISTANCE OF 10.92 FEET; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 305.00 FEET AND AN ARC LENGTH OF 49.70 FEET; THENCE NORTH 07°19'44" WEST, A DISTANCE OF 120.38 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 470.00 FEET AND AN ARC LENGTH OF 237.27 FEET; THENCE NORTH 21°35'42" EAST, A DISTANCE OF 39.79 FEET; THENCE NORTH 28°40'26" WEST, A DISTANCE OF 38.45 FEET; THENCE NORTH 11°03'27" EAST, A DISTANCE OF 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH AN INITIAL TANGENT BEARING OF SOUTH 78°56'33" EAST, HAVING A RADIUS OF 630.00 FEET, AND AN ARC LENGTH OF 16.70 FEET; THENCE NORTH 58°40'30" EAST, A DISTANCE OF 34.67 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 14°46'26" EAST, A RADIUS OF 450.00 FEET AND AN ARC LENGTH OF 108.53 FEET; THENCE NORTH 48°01'19" WEST, A DISTANCE OF 33.85 FEET; THENCE NORTH 05°24'47" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 37°11'55" EAST, A DISTANCE OF 33.85 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 11°46'53" WEST, A RADIUS OF 450.00 FEET AND AN ARC LENGTH 24.11 FEET; THENCE NORTH 14°51'02" WEST, A DISTANCE OF 143.53 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 365.00 FEET AND AN ARC LENGTH OF 109.87 FEET TO THE SOUTH LINE OF SAID SUMMIT VIEW FARMS AMENDED 1ST PLAT; THENCE SOUTH 88°05'37" EAST (SOUTH 88°05'09" EAST PLAT), A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID TRACT D; THENCE NORTH 02°26'52" EAST (NORTH 2°27'20" EAST PLAT), A DISTANCE OF 4.90 FEET TO THE NORTH LINE OF SAID TRACT D; THENCE SOUTH 88°05'08" EAST (SOUTH 88°04'39" EAST PLAT) ALONG SAID NORTH LINE, A DISTANCE OF 254.01 FEET (254.00 PLAT) TO

BILL NO. 19-240

THE EAST LINE OF SAID TRACT D; THENCE SOUTH 02°26'52" WEST (SOUTH 2°27'20" WEST PLAT), A DISTANCE OF 4.86 FEET TO THE SOUTH LINE OF SAID SUMMIT VIEW FARMS AMENDED 1ST PLAT; THENCE SOUTH 88°05'37" EAST (SOUTH 88°05'09" EAST PLAT) ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE WEST LINE OF SAID TRACT E; THENCE NORTH 02°26'52" EAST (NORTH 2°27'20" EAST PLAT) ALONG SAID WEST LINE, A DISTANCE OF 21.96 FEET TO THE NORTH LINE OF SAID TRACT E; THENCE SOUTH 87°33'08" EAST (SOUTH 87°32'40" EAST PLAT) ALONG SAID NORTH LINE, A DISTANCE OF 120.23 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 26; THENCE SOUTH 02°27'01" WEST (SOUTH 2°26'45" EAST PLAT) ALONG SAID EAST LINE, A DISTANCE OF 1056.36 FEET (1056.41 PLAT) TO THE POINT OF BEGINNING.

CONTAINS 476,496 SQUARE FEET OR 10.939 ACRES, MORE OR LESS.

SECTION 2. That the proprietor of the above described tract of land ("Proprietor") has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall hereafter be known as "Summit View Farms 3rd Plat, Lots 51-74 and Tract C".

SECTION 3. That the roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares shall be dedicated as depicted on the plat. The City Council hereby authorizes the Director of Development Services, on behalf of the City of Lee's Summit, Missouri, to accept the land or easements dedicated to the City of Lee's Summit for public use and shown on the accompanying plat, upon the subdivider filing and recording a final plat in accordance with Article 7, Subdivisions, Chapter 33, the City's Unified Development Ordinance, of the Code of Ordinances for the City of Lee's Summit; which plat shall conform to the accompanying plat, and hereby authorizes acceptance of the public improvements required by this ordinance and Article 7 of the UDO of the City, upon the Director of Public Works certifying to the Director of Development Services and the City Clerk that the public improvements have been constructed in accordance with City standards and specifications.

SECTION 4. That the approval granted by this ordinance is done under the authority of Section 89.410.2 of the Revised Statutes of Missouri and Section 7.340 of the UDO because all subdivision-related public improvements required by the UDO have not yet been completed. In lieu of the completion and installation of the subdivision-related public improvements prior to the approval of the plat, the Proprietor has, in accordance with Section 7.340 of the UDO, deposited an **irrevocable Standby Letter of Credit, Bond, or Cash** to secure the actual construction and installation of said public improvements, and the City hereby accepts same. No building permit shall be issued until the required public improvements are available to each lot for which a building permit is requested in accordance with the Design and Construction Manual.

SECTION 5. That an easement shall be granted to the City of Lee's Summit, Missouri, to locate, construct and maintain or to authorize the location, construction, and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, surface drainage channel, electricity, telephone, cable TV, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as "Utility Easements" (U.E.) or within any street or thoroughfare dedicated to public use on this plat. Grantor, on behalf of himself, his heirs, his assigns and successors in interest, shall waive, to the fullest extent allowed by law, including, without limitation, Section 527.188,

BILL NO. 19-240

RSMo. (2006), any right to request restoration of rights previously transferred and vacation of any easement granted by this plat.

SECTION 6. That building lines or setback lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be constructed between this line and the street right-of-way line.

SECTION 7. That individual lot owner(s) shall not change or obstruct the drainage flow lines on the lots.

SECTION 8. That the City Council for the City of Lee's Summit, Missouri, does hereby approve and accept, as a subdivision to the City of Lee's Summit, Missouri, the final plat entitled "Summit View Farms 3rd Plat, Lots 51-74 and Tract C", attached hereto and incorporated herein by reference.

SECTION 9. 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 for the City 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*

City of Lee's Summit

Development Services Department

September 7, 2018

TO: Planning Commission
PREPARED BY: C. Shannon McGuire, Planner
CHECKED BY: Hector Soto, Jr., AICP, Current Planning Manager
RE: **Appl. #PL2018-122 – FINAL PLAT – Summit View Farms, 3rd Plat, Lots 51-74 and Tract C; Summit View Farms Development Group, LLC, applicant**

Commentary

This final plat is for an additional 24 lots and one (1) common area tract on approximately 10.9 acres of the Summit View Farms subdivision. The proposed final plat is consistent with the preliminary plat. The density is lower than the R-1 (Single-family Residential) district maximum.

- 24 lots and 1 common area tract on 10.9 acres
- 2.19 units per acre including common area
- 2.25 units per acre excluding common area
- 4.0 units per acre – maximum allowable density in R-1 (single-family residential)

Subdivision-Related Public Improvements

In accordance with UDO Section 16.340, prior to an ordinance being placed on a City Council agenda for the approval of a final plat, all subdivision-related public improvements shall be constructed and a Certificate of Final Acceptance shall be issued. In lieu of completion of the public improvements and the issuance of a certificate, financial security (an escrow secured with cash, an irrevocable letter of credit, or a surety bond) may be provided to the City to secure the completion of all public improvements.

A Certificate of Final Acceptance has not been issued for the subdivision-related public infrastructure, nor has any form of financial security been received to secure the completion of the public improvements. This application will be placed on hold following Planning Commission action until the infrastructure requirements are met.

Recommendation

Staff recommends APPROVAL of the final plat.

Zoning and Land Use Information

<p>Location: approximately 152 feet south of SW Morris Dr. and SW Monarch Dr.</p>
--

<p>Zoning: R-1 (Single-Family Residential District)</p>
--

<p>Surrounding zoning and use:</p>

<p>North: R-1 (Single-Family Residential District) – single-family residential (existing Summit View Farms phases)</p>

<p>South: AG (Agricultural) – developed large acreage residential</p>
--

<p>East: R-1 (Single-Family Residential District) – single-family residential (Pryor Meadows subdivision)</p>
--

West: R-1 (Single-Family Residential District) – undeveloped future Summit View Farms phase

Project Information

Current Use: vacant ground

Proposed Use: single-family residential

Land Area: 10.9 acres (476,469 sq. ft.)

Number of Lots: 24 + 1 common area tract

Process

Procedure: The Planning Commission makes a recommendation to the City Council on the final plat within thirty (30) days after the application is submitted to the Planning Commission. The City Council takes final action on the final plat in the form of an ordinance.

Duration of Validity: Final plat approval shall become null and void if the plat is not recorded within one (1) year from the date of City Council approval.

The Director may administratively grant a one (1) year extension, provided no changes have been made to any City ordinance, regulation or approved engineering plans that would require a change in the final plat.

The City Council may grant one additional one (1) year extension, provided that additional engineering plans may be required by the City Engineer to comply with current City ordinances and regulations.

Unified Development Ordinance

Applicable Section(s)	Description
5.090	R-1 (Single-Family Residential District)
16.140, 16.150	Final Plats

Background

- June 8, 2004—The Planning Commission approved the original preliminary plat (Appl. #2003-291) for *Summit View Farms, Lots 1-121*.
- December 2, 2004—The City Council approved the rezoning (Appl. #2003-290) from AG (Agricultural) to R-1 (Single-Family Residential) for the *Summit View Farms* development by Ord. #5847.
- December 2, 2004—The Development Agreement between Bill Kenney and Associates and the City of Lee's Summit for the *Summit View Farms* development was approved by the City Council by Ord. #5846.
- April 6, 2006—The City Council approved the final plat for *Summit View Farms, 1st Plat* (Appl. #2005-310) by Ord. #6159.
- April 6, 2007—The final plat *Summit View Farms, 1st Plat* was recorded at the Jackson County Recorder of Deeds by Instrument #2007E0046354. The original first phase was not constructed.
- January 27, 2015—The Planning Commission approved the preliminary plat (Appl. #PL2014-162) for *Summit View Farms, Lots 1-122 and Tracts A & B*.

- March 29, 2017 —The City Council approved the final plat *Summit View Farms, Amended 1st Plat*, Lots 1-50 & Tracts A-E (Appl. #PL2015-013) by Ord. #8115.

Code and Ordinance Requirements to be met Following Approval

The items in the box below are specific to this subdivision and must be satisfactorily addressed in order to bring this plat into compliance with the Codes and Ordinances of the City.

Engineering

1. Revise the sidewalk location to match revisions to public infrastructure plans.
2. All required engineering plans and studies, including water lines, sanitary sewers, storm drainage, streets and erosion and sediment control shall be submitted along with the final plat and approved prior to the approval of the final plat. All public infrastructure must be substantially complete, prior to the issuance of any building permits.
3. A Master Drainage Plan (MDP) shall be submitted and approved in accordance with the City's Design and Construction Manual for all areas of the development, including all surrounding impacted areas, along with the engineering plans for the development. The MDP shall address drainage level of service issues on an individual lot basis.
4. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the associated engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance permit).
5. All subdivision-related public improvements must have a Certificate of Final Acceptance prior to approval of the final plat, unless security is provided in the manner set forth in the City's Unified Development Ordinance (UDO) Section 16.340. If security is provided, building permits may be issued upon issuance of a Certificate of Substantial Completion of the public infrastructure as outlined in Section 1000 of the City's Design and Construction Manual.
6. The As-graded Master Drainage Plan shall be submitted to and accepted by the City prior to the issuance of a Certificate of Substantial Completion and prior to the issuance of any building permits for the development.
7. A Land Disturbance Permit shall be obtained from the City if ground breaking will take place prior to the issuance of an infrastructure permit, building permit, or prior to the approval of the Final Development Plan / Engineering Plans.

Planning

8. No final plat shall be recorded by the developer until the Director of Planning and Special Projects and the City Attorney have reviewed and approved the declaration of covenants and restrictions pertaining to common property as prepared in accordance with Section 5.520 of the UDO, and until the Director has received certification from the Missouri Secretary of State verifying the existence and good standing of the property owners' association required by Section 5.510 of the UDO. In addition, the approved Declaration of Covenants, Conditions and Restrictions shall be recorded prior to the recording of the final plat.
9. A final plat shall be approved and recorded prior to any building permits being issued.

GIS

10. Since SW Kline Ave begins with a curve on both ends of the road, an initial tangent bearing is needed for at least one end.

11. All dimensions should be listed on street centerlines. For example, on SW Monarch Dr., the distance from the end of the measurement of 120.38 feet to the centerline of SW Chase Cir. Is missing. Additionally, the distance from the end of measurement 100.40 feet to the centerline of SW Kline Ave. All of these types of centerline distances are missing on all the streets.

Attachments:

1. Final Plat, date stamped August 21, 2018 – 1 page
2. Location Map

The City of Lee's Summit

Action Letter

Planning Commission

Tuesday, September 11, 2018

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

Call to Order

Roll Call

Present: 5 - Board Member Carla Dial
Board Member Jason Norbury
Board Member Don Gustafson
Board Member Donnie Funk
Board Member Jeff Sims

Absent: 4 - Board Member Colene Roberts
Board Member Dana Arth
Board Member Herman Watson
Board Member Jake Loveless

Approval of Agenda

A motion was made by Board Member Funk, seconded by Board Member Gustafson, that this Agenda be approved. The motion carried unanimously.

Public Comments

There were no Public Comments at the meeting.

1. Approval of Consent Agenda

- A. [TMP-1017](#) Appl. #PL2018-111 - FINAL PLAT - Napa Valley, 4th Plat, Lots 147-165;
Engineering Solutions, LLC, applicant

A motion was made by Board Member Funk, seconded by Board Member Dial, that this application be approved. The motion carried unanimously.

- B. [TMP-1015](#) Appl. #PL2018-122 - FINAL PLAT - Summit View Farms, 3rd Plat, Lots 51-74 and
Tract C; Summit View Farms Development Group, LLC, applicant

A motion was made by Board Member Funk, seconded by Board Member Dial, that this application be approved. The motion carried unanimously.

- C. [2018-2288](#) Appl. #PL2018-147 - SIGN APPLICATION - Price Chopper (Starbucks), 251 SW
Greenwich Dr; Schurle Signs, Inc., applicant

A motion was made by Board Member Funk, seconded by Board Member Dial, that this application be approved. The motion carried unanimously.

D. [2018-2293](#) Approval of the August 28, 2018 Planning Commission Minutes

A motion was made by Board Member Funk, seconded by Board Member Dial, that the minutes be approved. The motion carried unanimously.

Public Hearings

2. [2018-2219](#) Continued Appl. #PL2018-101 - REZONING from PI to PMIX and PRELIMINARY DEVELOPMENT PLAN - Woodland Glen; Schlagel & Associates, applicant (continued to a date certain of October 11, 2018, at staff's request)

Chairperson Norbury opened the hearing at 5:02 p.m. and stated that Application PL2018-101 was requested to be continued to a date certain of October 11, 2018, at staff's request. He asked for a motion to continue.

Mr. Funk made a motion to continue Application PL2018-101 to a date certain of October 11, 2018. Mr. Gustafson seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

A motion was made by Board Member Funk, seconded by Board Member Gustafson, that this Application be continued to the Planning Commission, due back on 10/11/2018. The motion carried unanimously.

3. [2018-2284](#) Continued Appl. #PL2018-108 - PRELIMINARY DEVELOPMENT PLAN - Douglas Corners Lot 1B, 150 NE Tudor Rd; HG Consult, Inc., applicant

Chairperson Norbury opened the hearing at 5:03 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Robert Thompson of Thompson Properties stated that he was the applicant. He gave his home address as 2151 SW Forest Park Court in Lee's Summit. Three years ago he had bought the corner property, which included a lot with the old Missouri Gas Energy building. His company had renovated it and now wanted to develop about 8,000 square feet for professional type offices and light retail. The current office and medical uses included an attorney's office, a real estate office, a title company and the Summit Rehab rehabilitation center. The Little Sports shop was a light retail use, as it did mostly contract work. These were the types of users the applicant wanted. The building's lower level would be about 8,000 square feet, with five to seven tenants. The second level, about 4,500 square feet, would have four apartments. These would have one bedroom, but the footprint size would be that of a typical two-bedroom unit. This meant that all the rooms would be extra-large including the bedroom. Maintenance would be provided. The typical tenants would likely be single people in their 40s and 50s.

Following Mr. Thompson's presentation, Chairperson Norbury asked for staff comments.

Mr. McGuire entered Exhibit (A), list of exhibits 1-13 into the record. He reviewed that the applicant proposed a 12,468 square foot, two story building at 150 NE Tudor Road. The 7,972 square foot first floor would be retail use, with four apartments on the 4,496 square foot second floor. The applicant requested, and staff supported, a modification to omit the required high-impact landscaping buffer at the north end adjacent to R-1 development. A portion of the subject property was undeveloped, with an existing parking lot on the remainder. Commercial uses would be adjacent to the proposed building on the north, west

and south, and 83 feet of the north boundary was next to the Maple Tree single-family subdivision. A six-foot wood fence was already at this boundary. A church occupied the property to the east, which was zoned PI. Retail use, with second story residential lofts, was consistent with the recommended land use in the Comprehensive Plan and compatible with existing uses.

The reference in staff's report to the applicant proposing 60 parking spaces ("Project Information") was incorrect. The applicant proposed to provide 46 of the UDO's required 48 spaces. Two spaces would be shared with the existing Douglas Corners parking. It had 142 stalls, 46 more than required. Considering this amount of available shared parking, staff was in favor of the parking plan. Mr. McGuire then displayed colored elevations of the proposed buildings, showing stucco, stone, porcelain tile and glass as materials. The second-story apartments would have rooftop decks.

The UDO required a high-impact screening buffer along the north property line, adjacent to the residential zoned property. A medium-impact screening buffer was required next to the PI zoned property on the east property line. Recommendation Items 1 and 2 requested that no buffering be done. Landscaping was not feasible due to the sanitary sewer line and utility easements on these property lines. The applicant proposed planting shrubs and trees next to the building on the north and east sides. Staff supported both requested modifications.

Following Mr. McGuire's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. Seeing none, he then asked if the Commission had questions for the applicant or staff. As there were none, Chairperson Norbury asked if there was any public comment. Hearing none, he closed the public hearing at 5:10 p.m. and asked for comments.

Chairperson Norbury noted to the applicant that Commission members had been wanting to see a vertical mixed-use project, and this appeared to be a good one. Mr. Funk agreed, commenting that this was the kind of project the Commission needed to see. As there were no further comments, Chairperson Norbury called for a motion.

Mr. Funk made a motion to recommend approval of continued Application PL2018-108, Preliminary Development Plan, Douglas Corners Lot 1B, 150 NE Tudor Rd.; HG Consult, Inc., applicant; subject to staff's letter of September 7, 2018, specifically Recommendation Items 1 and 2. Mr. Sims seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

A motion was made by Board Member Funk, seconded by Board Member Sims, that this Application was recommended for approval to the City Council - Regular Session, due back on 10/2/2018. The motion carried unanimously.

4. [2018-2298](#) Appl. #PL2018-121 - PRELIMINARY DEVELOPMENT PLAN - 291 Self Storage, 920 NE Deerbrook St; Strickland Construction Co., applicant (continued to a date uncertain, at staff's request)

Chairperson Norbury opened the hearing at 5:11 p.m. and stated that Application PL2018-121 was requested to be continued to a date uncertain, at staff's request. He noted that this application had been continued previously, and asked Mr. Soto what was the process for it reappearing on the agenda. Mr. Soto replied that once staff had determined a date, they would work with the applicant to send out the required notification. The notice and date would be published in the newspaper and a sign about the hearing posted on the property. Chairperson Norbury asked if at some point an application could expire altogether, and Mr. Soto answered that according to the UDO, an application would be null and void if there was no action on an application within a year. Chairperson Norbury then asked for a motion to

continue.

Mr. Funk made a motion to continue Application PL2018-121, Preliminary Development Plan, 291 Self Storage, 920 NE Deerbrook St.; Strickland Construction Co., applicant to a date uncertain. Mr. Sims seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

A motion was made by Board Member Funk, seconded by Board Member Sims, that this Application be continued to the Planning Commission, to a date uncertain, at staff's request. The motion carried unanimously.

5. [2018-2295](#)

Continued Appl. #PL2018-135 - REZONING from RP-3 to PMIX, Preliminary Development plan and Conceptual Development Plan - West Pryor, 300 NW Pryor Rd; City of Lee's Summit, applicant

Chairperson Norbury opened the hearing at 5:14 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. McGuire entered Exhibit (A), list of exhibits 1-15 into the record. He related that the application was for rezoning of 27.97 acres from RP-3 to PMIX, and a preliminary development plan for a new fire station. The plan showed future anticipated development to the north and east of the new station, which would replace the existing Fire Station 3, currently located to the south at SW 3rd Street and Pryor Road. The proposed station would be a total 16,050 and have four vehicle bays as well as facilities for 24-hour staffing. The applicant requested a modification for the high-impact landscape buffer location. The 2005 Comprehensive Plan showed the area as "Mixed Use/John Knox Village". The Comprehensive Plan did originally consider this property potentially part of John Knox Village; however, they now wanted to sell the property for off-site commercial/public development. Staff supported this development, considering its use appropriate for this location along the Pryor Road corridor. The RP-3 properties to the north and west would be part of the proposed Woodside Ridge development. The R-1 properties to the south were part of Sterling Hills. John Knox Village, zoned PMIX, was east of the subject property across Pryor Road.

The conceptual plan was for a mix of commercial uses including a bank and grocery store, medical uses, office and retail. Mr. McGuire emphasized that a conceptual plan did not replace a preliminary development plan. It was intended to provide additional flexibility in reviewing a development, or redevelopment, in the early stages, and in general to create a framework to work with. For this meeting, the applicants were asking for approval only for the fire station site. The conceptual plan was for the area surrounding the fire station, with preliminary development plan approval being a separate application. Elevations of the proposed station showed brick, cast stone, EFIS and a standing-seam metal roof. The architectural character would be similar to that of Fire Station 2, on NW Rice Road, shown on the color elevation.

Recommendation Item 1 pertained to the applicant's requests for a modification to landscape buffering requirements. The applicants proposed to install a landscaping buffer on an abutting common area tract in Woodside Ridge. This alternative would be consistent with the subdivision's preliminary development plan and its landscaping buffer requirements. Recommendation Item 2 specified that the development would be "subject to the recommended road improvements outlined in the Transportation Impact Analysis prepared by Michael Park, dated September 6, 2018."

Following Mr. McGuire's presentation, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. As there were none, He then opened the hearing for questions from the Commission.

Regarding the conceptual plan, Chairperson Norbury noted that the Commission had heard the Woodside Ridge application at the most recent meeting. Concerns had been raised and discussed about changing from RP-3 to R-1 single-family zoning. He recalled a discussion in particular about transitional space from development in John Knox Village, which resembled RP zoning, to single-family use. He asked if the conceptual plan identified this kind of transitional use between John Knox Village and Woodside Ridge.

Mr. Johnson noted two questions: a concern about the transition between John Knox and this proposed commercial use, and a transition between the commercial use and the approved R-1 project further to the west. Chairperson Norbury recalled a statement in last meeting's hearing that the RP-3 designation was a transition between single-family and multi-family development. What the Commission then heard about was a buffer between the single-family development and Pryor. What could come after would be an office park, a multi-family development or a vertical mixed use, such as in the prior application tonight. Mr. Johnson stated that if an applicant did not have an overall style guide or true master plan, they would propose a use and that use would be subject to a base zoning designation. Office use would be PO, commercial CP-2 and so on. In this instance, those uses provided landscaping buffers that would provide a transition to the single-family use to the west. The proposed locations of detention would also provide built-in transition. Chairperson Norbury commented that the whole piece, originally intended in the Comprehensive Plan to have higher-density residential development, was being converted to a mix of densities with the higher density uses serving as transitions. He wanted this overall character and history to get more emphasis than any particular element, noting that Lee's Summit did not have much undeveloped arterial frontage left.

Chairperson Norbury asked if there were further questions for the applicant or staff, or public comments. Hearing none, he closed the public hearing at 5:27 p.m. and asked for discussion among the Commission members. Mr. Funk made a motion, and Chairperson Norbury noted that Ms. Dial had wanted to comment.

Ms. Dial noted that the Commission was seeing a request for rezoning to a more intense use, after a recommendation for approval at the last meeting of an R-1 project to the west. She noted that usually people did not want to live right behind commercial properties especially in that price range. What the Commission had approved had not yet been built; and she liked the idea of this use for arterial frontage, there was not much buffer between that and the R-1 project. Regarding conceptual plans for a grocery store ("Project Information"), she also noted that there were two other proposals for a grocery store; one down View High and just north of the development. While this was a conceptual plan, it was likely to have to make some changes down the road.

Mr. Funk made a motion to recommend approval of continued Application PL2018-135, Rezoning from RP-3 to PMIX, Preliminary Development Plan and Conceptual Development Plan: West Pryor, 300 NW Pryor Rd; City Of Lee's Summit, applicant; subject to staff's letter of September 7, 2018, specifically Recommendation Items 1 and 2. Mr. Sims seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

A motion was made by Board Member Funk, seconded by Board Member Sims, that this Application be recommended for approval to the City Council - Regular Session, due back on 09/20/2018. The motion carried by the following vote:

Aye: 4 - Board Member Norbury
Board Member Gustafson
Board Member Funk
Board Member Sims

Planning Commission

Action Letter

September 11, 2018

Absent: 4 - Board Member Roberts
Board Member Arth
Board Member Watson
Board Member Loveless

Abstain: 1 - Board Member Dial

Other Agenda Items

There were no other agenda items at the meeting.

Roundtable

There were no roundtable items presented at the meeting.

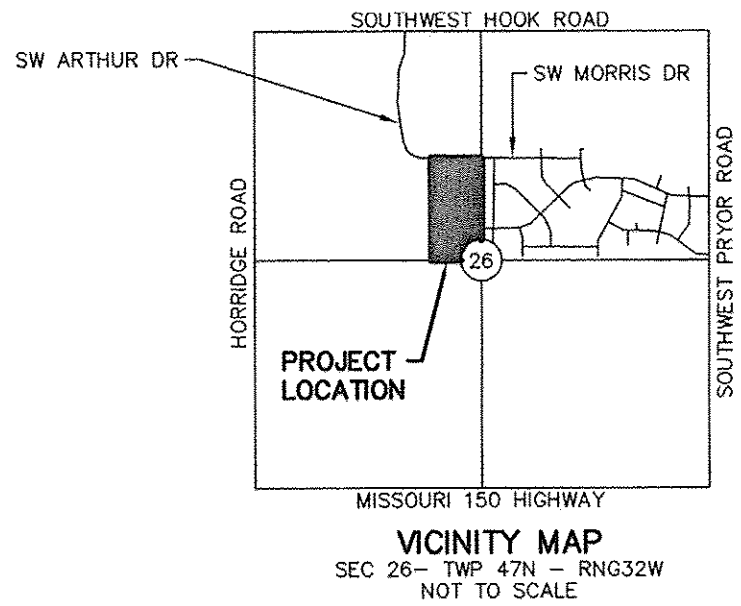
Adjournment

There being no further business, Chairperson Norbury adjourned the meeting at 5:35 P.M.

For your convenience, Planning Commission agendas, as well as videos of Planning Commission meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

FINAL PLAT
SUMMIT VIEW FARMS 3RD PLAT
A SUBDIVISION BEING A REPLAT OF SUMMIT VIEW FARMS AMENDED 1ST PLAT TRACT D AND TRACT E
AND LOTS 51 THROUGH 74 AND TRACT C
PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 32 WEST
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

STATE PLANE (METERS) COORDINATE LISTING (GRID)					
POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
1	299057.14	856418.33	14	299288.55	856294.60
2	299062.02	856279.22	15	299294.77	856303.84
3	299065.34	856279.34	16	299301.91	856299.15
4	299060.46	856278.64	17	299344.20	856287.94
5	299116.84	856273.96	18	299377.36	856284.32
6	299167.84	856282.84	19	299376.75	856302.60
7	299199.11	856287.30	20	299378.24	856302.64
8	299209.39	856281.68	21	299375.66	856380.03
9	299227.34	856285.19	22	299374.18	856379.97
10	299226.30	856290.17	23	299373.67	856395.20
11	299231.79	856299.20	24	299380.38	856395.49
12	299264.48	856303.71	25	299378.78	856432.09
13	299271.38	856296.04			



LEGAL DESCRIPTION

ALL OF TRACTS D AND E, SUMMIT VIEW FARMS AMENDED 1ST PLAT, RECORDED IN BOOK 1170, AT PAGE 1 IN THE RECORDER OF DEEDS OFFICE IN JACKSON COUNTY, MISSOURI AND A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 32 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED BY KENNETH J. DEDRICK, PS-2571 ON JULY 19, 2018 AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 87°59'31" WEST (THIS AND ALL FOLLOWING BEARINGS ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM 1983, WEST ZONE) ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 456.72 FEET; THENCE NORTH 02°00'29" EAST, A DISTANCE OF 10.92 FEET; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 305.00 FEET AND AN ARC LENGTH OF 49.70 FEET; THENCE NORTH 07°19'44" WEST, A DISTANCE OF 120.38 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 470.00 FEET AND AN ARC LENGTH OF 237.27 FEET; THENCE NORTH 21°35'42" EAST, A DISTANCE OF 39.79 FEET; THENCE NORTH 28°40'26" WEST, A DISTANCE OF 38.45 FEET; THENCE NORTH 11°03'27" EAST, A DISTANCE OF 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH AN INITIAL TANGENT BEARING OF SOUTH 78°56'33" EAST, HAVING A RADIUS OF 630.00 FEET, AND AN ARC LENGTH OF 16.70 FEET; THENCE NORTH 58°40'30" EAST, A DISTANCE OF 34.67 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 14°46'26" EAST, A RADIUS OF 450.00 FEET AND AN ARC LENGTH OF 108.53 FEET; THENCE NORTH 48°01'19" WEST, A DISTANCE OF 33.85 FEET; THENCE NORTH 05°24'47" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 37°11'55" EAST, A DISTANCE OF 33.85 FEET; THENCE ALONG A CURVE TO THE LEFT LEAVING AN INITIAL TANGENT BEARING OF NORTH 11°46'53" WEST, A RADIUS OF 450.00 FEET AND AN ARC LENGTH 24.11 FEET; THENCE NORTH 14°51'02" WEST, A DISTANCE OF 143.53 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 365.00 FEET AND AN ARC LENGTH OF 109.87 FEET TO THE SOUTH LINE OF SAID SUMMIT VIEW FARMS AMENDED 1ST PLAT; THENCE SOUTH 88°05'37" EAST (SOUTH 88°05'09" EAST PLAT), A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID TRACT D; THENCE NORTH 02°26'52" EAST (NORTH 22°27'20" EAST PLAT), A DISTANCE OF 4.90 FEET TO THE NORTH LINE OF SAID TRACT D; THENCE SOUTH 88°05'09" EAST (SOUTH 88°04'39" EAST PLAT) ALONG SAID NORTH LINE, A DISTANCE OF 254.01 FEET (254.00 FEET PLAT) TO THE EAST LINE OF SAID TRACT D; THENCE SOUTH 02°26'52" WEST (SOUTH 22°27'20" WEST PLAT), A DISTANCE OF 4.86 FEET TO THE SOUTH LINE OF SAID SUMMIT VIEW FARMS AMENDED 1ST PLAT; THENCE SOUTH 88°05'37" EAST (SOUTH 88°05'09" EAST PLAT) ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE WEST LINE OF SAID TRACT E; THENCE NORTH 02°26'52" EAST (NORTH 22°27'20" EAST PLAT) ALONG SAID WEST LINE, A DISTANCE OF 21.96 FEET TO THE NORTH LINE OF SAID TRACT E; THENCE SOUTH 87°33'08" EAST (SOUTH 87°32'40" EAST PLAT) ALONG SAID NORTH LINE, A DISTANCE OF 120.23 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 26; THENCE SOUTH 02°27'01" WEST (SOUTH 22°26'45" EAST PLAT) ALONG SAID EAST LINE, A DISTANCE OF 1056.36 FEET (1056.41 FEET PLAT) TO THE POINT OF BEGINNING.

CONTAINS 478,496 SQUARE FEET OR 10.939 ACRES, MORE OR LESS.

PLAT DEDICATION:

THE UNDERSIGNED PROPRIETORS OF THE HEREIN DESCRIBED TRACT OF LAND CAUSE THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS: **SUMMIT VIEW FARMS 3RD PLAT.**

STREETS:

THE STREETS OR ROADS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE AS THOROUGHFARES ARE HEREBY SO DEDICATED.

EASEMENT:

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF LEE'S SUMMIT, MISSOURI TO LOCATE, CONSTRUCT AND MAINTAIN, OR TO AUTHORIZE THE DEVELOPER TO LOCATE, CONSTRUCT AND MAINTAIN OF SIDEWALKS, POLES, WIRES, ANCHORS, CONDUITS AND OR STRUCTURES FOR, PEDESTRIAN ACCESS, GAS, SANITARY SEWER, STORM SEWER, SURFACE DRAINAGE CHANNEL, ELECTRICITY, TELEPHONE, CABLE, TELEVISION, OR ANY OTHER NECESSARY PUBLIC UTILITY OR SERVICES, ANY OR ALL OF THEM, UPON, OVER, OR UNDER THOSE AREAS OUTLINED OR DESIGNATED UPON THIS PLAT AS "UTILITY EASEMENT" (U/E) OR WITHIN ANY STREET OR THOROUGHFARE DEDICATED TO PUBLIC USE ON THIS PLAT.

GRANTORS, ON BEHALF OF THEMSELVES, THEIR HEIRS, THEIR ASSIGNS AND SUCCESSORS IN INTEREST, HEREBY WAIVES, TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING, WITHOUT LIMITATION, SECTION 527.188 RSMo. (2006), ANY RIGHT TO REQUEST RESTORATION OF RIGHTS PREVIOUSLY TRANSFERRED AND VACATION OF THE EASEMENT HEREIN GRANTED.

BUILDING LINES:

BUILDING LINES (B/L) OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY LINE.

DRAINAGE NOTE:

INDIVIDUAL LOT OWNERS SHALL NOT CHANGE OR OBSTRUCT THE DRAINAGE FLOW LINES ON THE LOTS AS SHOWN BY THE MASTER DRAINAGE PLAN FOR **SUMMIT VIEW FARMS 3RD PLAT**, UNLESS SPECIFIED APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.

COMMON AREAS:

TRACT C IS COMMON AREA TO BE OWNED AND MAINTAINED BY THE SUMMIT VIEW FARMS HOMEOWNERS ASSOCIATION. DURING THE PERIOD IN WHICH THE DEVELOPER MAINTAINS EFFECTIVE CONTROL OF THE BOARD OF THE PROPERTY OWNERS ASSOCIATION, OR OTHER ENTITY APPROVED BY THE GOVERNING BODY, THE DEVELOPER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR THE MAINTENANCE OBLIGATIONS OF THE PROPERTY OWNERS ASSOCIATION. ALL STORM WATER CONVEYANCE, RETENTION OR DETENTION FACILITIES TO BE LOCATED ON COMMON PROPERTY SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS. REFER TO THE COVENANTS, CONDITIONS AND RESTRICTIONS ASSOCIATED WITH THIS DEVELOPMENT FOR REQUIREMENTS.

FLOOD STATEMENT:

THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD) AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAP NUMBER 290950C05310, WITH A MAP REVISED DATE OF JANUARY 20, 2017. LOCATION DETERMINED BY A SCALED GRAPHICAL PLOT OF THE FLOOD INSURANCE RATE MAP.

LIMITED ACCESS NOTE:

NO LOTS SHALL HAVE DIRECT VEHICULAR ACCESS TO SW MONARCH DR OR SW KLINE AVE.

PROPERTY OWNER/ADDRESS

SUMMIT VIEW FARMS DEVELOPMENT GROUP, LLC
WILLIAM P. KENNEY
P.O. BOX 291, LEE'S SUMMIT, MO. 64063

IN WITNESS THEREOF:

SUMMIT VIEW FARMS DEVELOPMENT GROUP, LLC, A MISSOURI LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS MEMBER THIS _____ DAY OF _____ A.D., 2018.

SUMMIT VIEW FARMS DEVELOPMENT GROUP, LLC.

WILLIAM P. KENNEY, ADMINISTRATIVE MEMBER

NOTARY CERTIFICATION:

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____ A.D., 2018, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND BEING DULY SWORN BY ME, DID ACKNOWLEDGE THAT HE/SHE IS A MEMBER OF SUMMIT VIEW FARMS DEVELOPMENT GROUP, LLC., AND THAT HE/SHE EXECUTED THE SAME AS THE FREE ACT AND DEED OF SAID COMPANY.

IN TESTIMONY WHEREOF:

I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

MAYOR AND CITY COUNCIL

THIS IS TO CERTIFY THAT THE WITHIN PLAN OF "SUMMIT VIEW FARMS 3RD PLAT" WAS SUBMITTED TO AND DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, THIS _____ DAY OF _____ 2018 BY ORDINANCE NO. _____

MAYOR
WILLIAM A. BAIRD

CITY CLERK
TRISHA FOWLER ARCURI

APPROVAL: PUBLIC WORKS/ENGINEERING

GEORGE M. BINGER III P.E., CITY ENGINEER

DATE

APPROVAL: PLANNING & SPECIAL PROJECTS

ROBERT G. MCKAY, AICP DIRECTOR OF PLANNING AND SPECIAL PROJECTS

DATE

APPROVAL: PLANNING COMMISSION

DANA ARTH, SECRETARY

DATE

APPROVAL: JACKSON ASSESSOR/GIS DEPT.

JACKSON COUNTY GIS DEPT.

DATE

SURVEYOR'S CERTIFICATION:

I, KENNETH J. DEDRICK, BEING A DULY REGISTERED AND LICENSED LAND SURVEYOR IN THE STATE OF MISSOURI, HEREBY CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND IS IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR ORIGINAL SURVEYS, AND MEETS OR EXCEEDS THE ACCURACY STANDARDS FOR A SUBURBAN SURVEY, THAT THE LINES OF POSSESSION ARE DEPICTED HEREON, THE COURSES AND DISTANCES SHOWN HEREON ARE THOSE MEASURED ON THE DATE OF THE SURVEY AND THAT THE SURVEY WAS COMPLETED IN THE FIELD AND ON THE GROUND AND MAY BE RELIED UPON BY THE PARTIES CERTIFIED AS TO BEING CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE. THIS SURVEY MEETS OR EXCEEDS MISSOURI MAPPING STANDARDS FOR CLASS 1 SURVEYS. THE FIELD WORK WAS COMPLETED ON JULY 03, 2018. DATE OF PLAT OR MAP: AUGUST 16, 2018

KENNETH J. DEDRICK
MISSOURI PS NO. 2571
dedrick@kveng.com



PREPARED FOR:
LAMP, RYNEARSON & ASSOCIATES, INC.
9001 STATE LINE ROAD, SUITE 200
KANSAS CITY, MISSOURI, 64114

KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 000214. EXPIRES 12/31/19

PROJECT NO.
C1859916
DRAWN BY
RAD/RJN
CHECKED BY
KJD
CFN
9916FPLAT
SHEET
1 OF 1

TOTAL AREA TABLE

RIGHT OF WAY (DEDICATED BY PLAT) = 141,755 SQUARE FEET/ 3.25 ACRES
LOT TOTAL = 334,741 SQUARE FEET/ 7.68 ACRES
OVERALL TOTAL = 476,496 SQUARE FEET/ 10.94 ACRES

SURVEYOR'S NOTES:

1. THE FOLLOWING STANDARD MONUMENTATION WILL BE SET UPON COMPLETION OF THE CONSTRUCTION ACTIVITIES WITHIN THIS PLAT OR WITHIN 12 MONTHS FOLLOWING THE RECORDING OF THIS PLAT, WHICH EVER IS EARLIER.

SEMI-PERMANENT MONUMENTS: 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 214F" SET AT ALL LOT CORNERS AND AT OTHER LOCATIONS MARKED BY MONUMENT SET SYMBOL IN LEGEND. CURBS ARE NOTCHED AT THE PROLONGATION OF EACH INTERIOR LOT LINE.

2. THERE ARE NO ABANDONED OIL AND/OR GAS WELLS PRESENT WITHIN THE LIMITS OF THE PLAT BOUNDARY, PER THE APPROXIMATE LOCATIONS MARKED IN THE ONLINE MDR OIL AND GAS DATABASE UPDATED IN 2016.

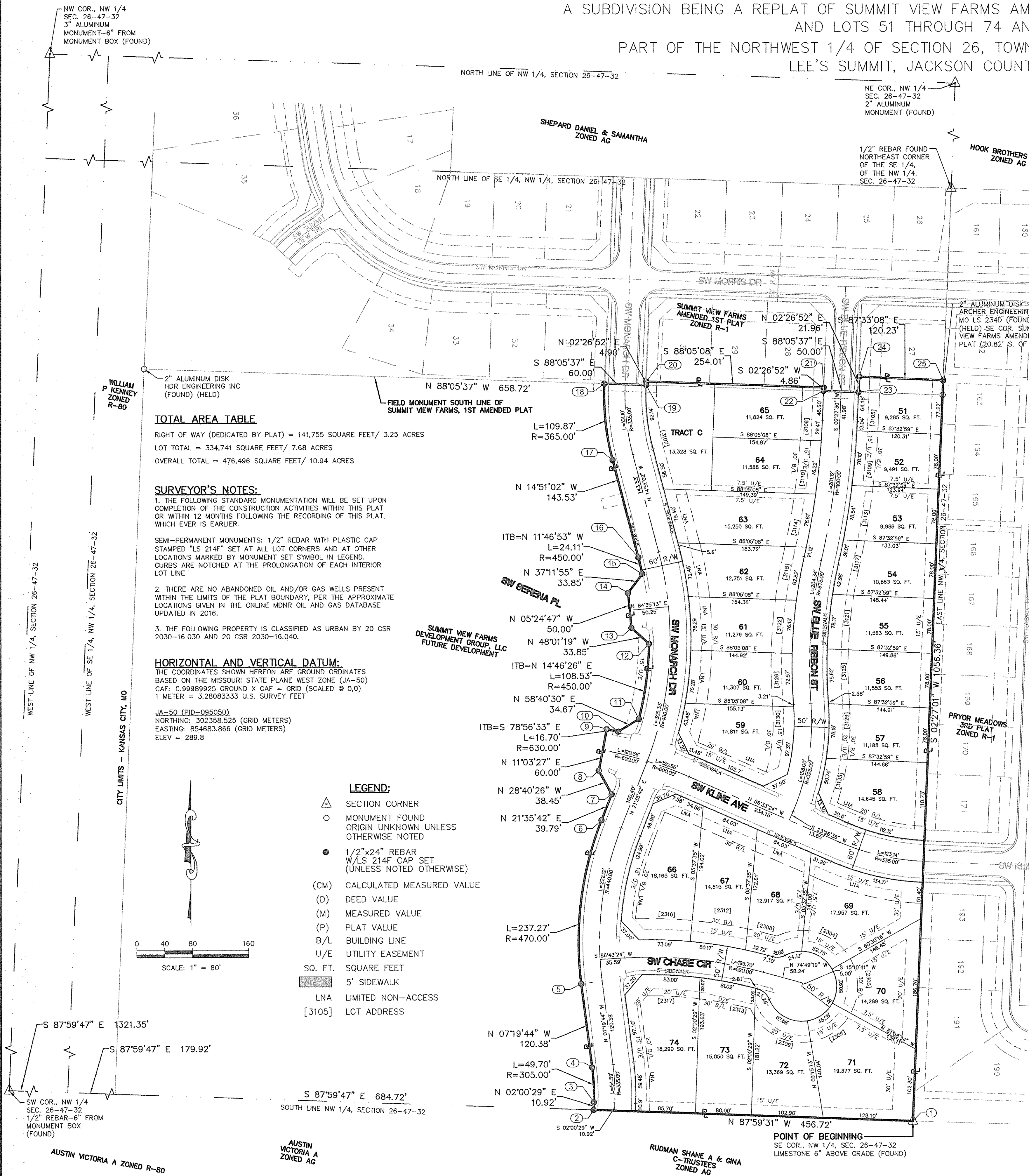
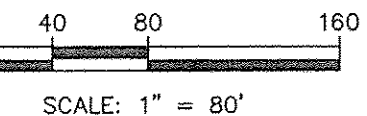
3. THE FOLLOWING PROPERTY IS CLASSIFIED AS URBAN BY 20 CSR 2030-16.030 AND 20 CSR 2030-16.040.

HORIZONTAL AND VERTICAL DATUM:

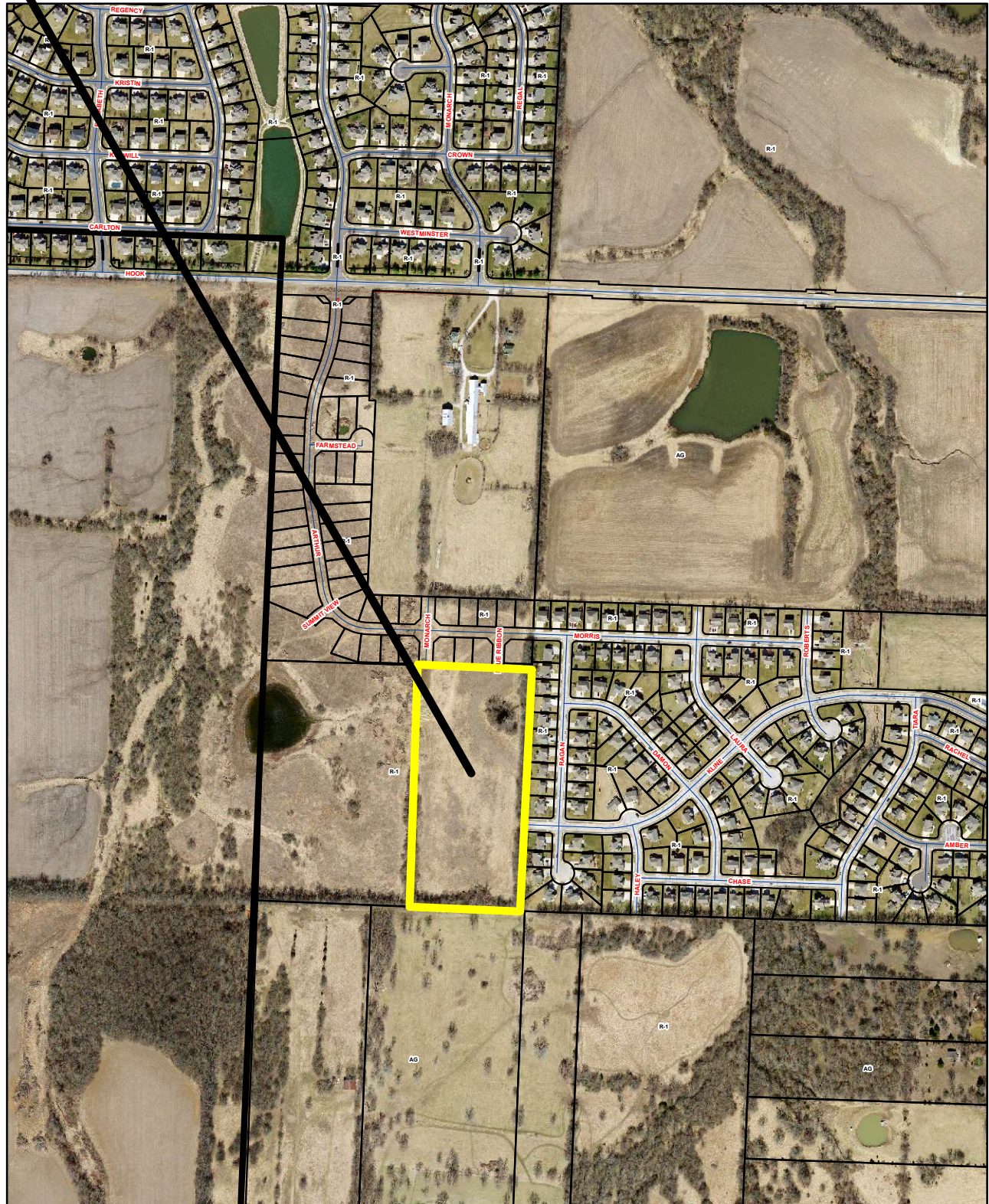
THE COORDINATES SHOWN HEREON ARE GROUND ORDNATES BASED ON THE MISSOURI STATE PLANE WEST ZONE (JA-50) CAF: 0.99989925 GROUND X CAF = GRID (SCALED @ 0, 0) 1 METER = 3.28083333 U.S. SURVEY FEET
JA-50 (PID-095050)
NORTHING: 302358.525 (GRID METERS)
EASTING: 854683.866 (GRID METERS)
ELEV = 289.8

LEGEND:

- SECTION CORNER
- MONUMENT FOUND ORIGIN UNKNOWN UNLESS OTHERWISE NOTED
- 1/2"x24" REBAR W/LS 214F CAP SET (UNLESS NOTED OTHERWISE)
- (CM) CALCULATED MEASURED VALUE
- (D) DEED VALUE
- (M) MEASURED VALUE
- (P) PLAT VALUE
- B/L BUILDING LINE
- U/E UTILITY EASEMENT
- SQ. FT. SQUARE FEET
- 5' SIDEWALK
- LNA LIMITED NON-ACCESS
- [3105] LOT ADDRESS



Appl. #PL2018-122 – FINAL PLAT
Summit View Farms, 3rd Plat
Summit View Farms Development Group, LLC, applicant



Packet Information

File #: BILL NO. 19-241, **Version:** 1

An Ordinance vacating a certain utility and cross access easement located at 3924 & 3930 SW Raintree Drive in the City of Lee's Summit, Missouri.

Proposed City Council Motion:

I move for second reading of an ordinance vacating a certain utility and cross access easement located at 3924 & 3930 SW Raintree Drive in the City of Lee's Summit, Missouri.

Josh Johnson, AICP, Assistant Director Plan Services
Weyen Burnam, applicant

BILL NO. 19-241

AN ORDINANCE VACATING A CERTAIN UTILITY AND CROSS ACCESS EASEMENT LOCATED AT 3924 & 3930 SW RAINTREE DRIVE IN THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2018-221 was submitted by New TKG-KC, LLC, requesting vacation of a utility and cross access easement located on property addressed 3924 & 3930 SW Raintree Drive in Lee's Summit, Missouri; and,

WHEREAS, the easements were dedicated to the City via the plat titled *South M-291 Safety Mini Storage Lots 1A, 2A & 3A*, recorded by Document #2006E0028581; and,

WHEREAS, the Planning Commission considered the request on September 26, 2019, and rendered a report to the City Council recommending that the vacation of easement be approved; and,

WHEREAS, the City Council for the City of Lee's Summit has determined that no damages are ascertainable by reason of such vacation.

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

SECTION 1. That the following described easement is hereby and herewith vacated:

TWO TRACTS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 47 NORTH, RANGE 31 WEST AND BEING PART OF LOT 2A AND LOT 3A OF SOUTH M-291 SAFETY MINI STORAGE LOTS 1A, 2A & 3A RECORDED IN BOOK I94, PAGE 17 AND DESCRIBED BY WARRANTY DEED RECORDED IN INSTRUMENT NO. 2014E0097840 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2A AND WITH THE NORTH LINE THEREOF, N 87°32'55"W, 108.29 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID NORTH LINE, S 2°26'15"W, 119.45 FEET TO THE SOUTH LINE OF SAID LOT 2A; THENCE WITH SAID SOUTH LINE, N 87°33'45"W, 30.00 FEET; THENCE N 2°26'15"E, 119.46 FEET TO THE NORTH LINE OF SAID LOT 2A; THENCE S 87°32'55"E, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3584 SQUARE FEET.

TRACT 2

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2A AND WITH THE WEST LINE THEREOF, N 2°20'20"E, 10.08 FEET; THENCE S 87°33'45"E, 221.29 FEET; THENCE S 19°46'30"E, 21.60 FEET; THENCE N 87°33'45"W, 188.72 FEET TO THE WEST PROPERTY LINE; TEHNCE WITH SAID WEST PROPERTY LINE, N 42°42'35"W, 14.27

BILL NO. 19-241

FEET; THENCE N 87°42'35"W, 30.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 4152 SQUARE FEET.

SECTION 2. That upon the effective date of the vacation of the easement described in Section 1 above, the City releases all right, title and interest in and to the City owned infrastructure located within the easement.

SECTION 3. That the City Clerk be and is hereby authorized and directed to acknowledge a copy of this ordinance and to record same in the Office of the Recorder of Deeds of the County in which the property is located.

SECTION 4. 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*

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 Head*



LEE'S SUMMIT
MISSOURI
Development Services Department

Development Services Staff Report

File Number	PL2018-221 – VACATION OF EASEMENT
Applicant	New TKG-KC, LLC
Property Address	3924 SW Raintree Drive 3930 SW Raintree Drive
Planning Commission Date	September 26, 2019
Heard by	Planning Commission and City Council
Analyst	Jennifer Thompson, Senior Planner
Checked By	Hector Soto, AICP, Planning Manager Kent Monter, PE, Development Engineering Manager

Public Notification

Pre-application held: N/A
Neighborhood meeting conducted: N/A
Newspaper notification published on: N/A
Radius notices mailed to properties within 300 feet on: N/A
Site posted notice on: N/A

Table of Contents

1. Project Data and Facts	2
2. Land Use	2
3. Unified Development Ordinance (UDO)	3
4. Analysis	3
5. Recommended Conditions of Approval	4

Attachments

Exhibit and Legal Description, dated August 30, 2019
Location Map

1. Project Data and Facts

Project Data	
Applicant/Status	New TKG-KC, LLC /Owner
Applicant's Representative	Weyen Burnam
Location of Property	3924 SW Raintree Dr 3930 SW Raintree Dr
Size of Property	1.27 Acres (total properties)
Zoning	PI (Planned Industrial)
Comprehensive Plan Designation	Retail
Procedure	The Planning Commission makes a recommendation to the City Council on the vacation of easement. The City Council takes final action on the vacation of easement in the form of an ordinance. Approval of the vacation of easement does not expire unless stated in the approval.

Current Land Use
The subject properties are currently undeveloped, anticipating the construction of a 46,463 sq. ft. climate controlled storage facility. The applicant has submitted an application to combine the two (2) subject properties into a single lot for the future building.

Description of Applicant's Request
The applicant requests to vacate all of a 20' wide utility easement and a 30' wide access easement located on Lots 2A and 3A of <i>South M-291 Safety Mini Storage Lots 1A, 2A & 3A</i> . The vacation of easements is necessary to accommodate construction of a future building on the subject lots.

2. Land Use

Description and Character of Surrounding Area
The property is located along the M-291 Hwy corridor, south of M-150 Hwy and west of SW Raintree Dr. The existing mini-warehouse storage facility is located immediately to the west and vacant property lies to the north, south, and east (across M-291 Hwy).

Adjacent Land Uses and Zoning

North:	Commercial / CP-2 – vacant ground
South:	Commercial / CP-2 – vacant ground
East:	Commercial /CP-2 – vacant ground (across M-291 Hwy)
West:	Industrial / PI – existing mini-warehouse storage facility

Site Characteristics
The site consists of two (2) vacant lots that will be combined for the future development of a large climate

controlled storage facility. The properties have frontage along SW Raintree Dr. and M-291 Hwy.

Special Considerations

N/A

3. Unified Development Ordinance (UDO)

Section	Description
2.480, 2.490	Vacation of Easement

Unified Development Ordinance (UDO)

The purpose of the vacation of easements is to eliminate a conflict between the easement locations and the site of the future climate controlled storage facility.

4. Analysis

Background and History

The applicant requests to vacate all of a 20' wide utility easement and a 30' access easement located on Lots 2A and 3A of *South M-291 Safety Mini Storage Lots 1A, 2A & 3A*. The vacation of easements is necessary to accommodate construction of a future building on the subject lots.

- May 18, 2006 – A minor plat (Appl. #2006-008), for *South M-291 Safety Mini Storage Lot 1A, 2A, & 3A*, was recorded with the Jackson County Recorder of Deeds Office by Instrument No. 2006E0028581.
- August 13, 2019 – The City Council approved the rezoning from CP-2 to PI and preliminary development plan (Appl. #2018-220 and 222), for proposed Storage Mart, by Ordinance No. 8700.
- August 13, 2019 – The City Council approved the special use permit (Appl. #2018-220), for an indoor climate controlled storage facility that also includes limited outdoor non-climate controlled unit access and vehicular storage, by Ordinance No. 8701.

Compatibility

The proposed vacation of easements allows for the construction of a large climate controlled storage facility on the subject properties. The properties are located adjacent to the existing Storage Mart storage facility generally located at the southwest intersection of SW M-150 Hwy and M-291 Hwy (south of Raintree Plaza).

Adverse Impacts

The proposed vacation of easements will not negatively impact the use or aesthetics of any neighboring property, nor does it negatively impact the health, safety and welfare of the public.

Public Services

No objections to the requested vacation of easements have been expressed by the utility companies, including the City's Public Works and Water Utilities Departments. The vacation will not impact the provision of utilities to the area. New easements to accommodate future utility needs will be dedicated as needed as part of the minor plat that merges the two (2) subject properties.

Comprehensive Plan

The proposed vacation of easements does not compromise the ability to implement and/or achieve any policies, goals or objectives outlined in the Comprehensive Plan.

Recommendation

With the conditions of approval below, the application meets the requirements of the UDO and Design and Construction Manual (DCM).

5. Recommended Conditions of Approval

Standard Conditions of Approval

1. The ordinance approving the vacation of easements shall be recorded with the Jackson County Recorder of Deeds office and a copy of the recorded document shall be returned to the Development Services Department prior to the issuance of any building permit on the affected lot.

DESCRIPTION OF EASEMENT VACATION ON 2 TRACTS— LOT 2A AND LOT 3A OF SOUTH M-291 SAFETY MINI STORAGE LOTS 1A, 2A & 3A
FOR NEW TKG-KC, LLC
JOB #170504

NOVEMBER 12, 2018

TWO TRACTS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 47 NORTH, RANGE 31 WEST AND BEING PART OF LOT 2A AND LOT 3A OF SOUTH M-291 SAFETY MINI STORAGE LOTS 1A, 2A & 3A RECORDED IN BOOK I94, PAGE 17 AND DESCRIBED BY WARRANTY DEED RECORDED IN INSTRUMENT NO. 2014E0097840 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2A AND WITH THE NORTH LINE THEREOF, N 87°32'55"W, 108.29 FEET TO THE POINT OF BEGINNING:

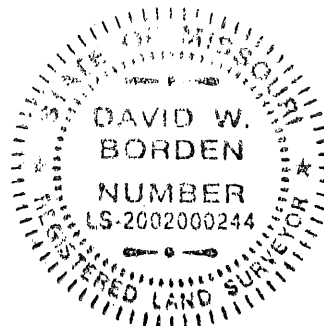
THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID NORTH LINE, S 2°26'15"W, 119.45 FEET TO THE SOUTH LINE OF SAID LOT 2A; THENCE WITH SAID SOUTH LINE, N 87°33'45"W, 30.00 FEET; THENCE N 2°26'15"E, 119.46 FEET TO THE NORTH LINE OF SAID LOT 2A; THENCE S 87°32'55"E, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3584 SQUARE FEET.

TRACT 2

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2A AND WITH THE WEST LINE THEREOF, N 2°20'20"E, 10.08 FEET; THENCE S 87°33'45"E, 221.29 FEET; THENCE S 19°46'30"E, 21.60 FEET; THENCE N 87°33'45"W, 188.72 FEET TO THE WEST PROPERTY LINE; TEHNCE WITH SAID WEST PROPERTY LINE, N 42°42'35"W, 14.27 FEET; THENCE N 87°42'35"W, 30.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 4152 SQUARE FEET.

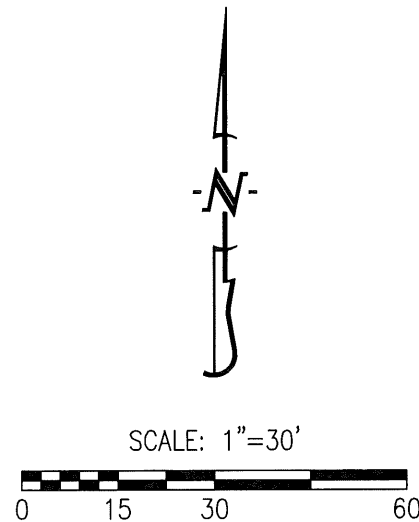


DAVID W. BORDEN, PLS-2002000244



11-12-18
DATE

STERLING UNIVERSITY, PLAT NO. 1
RECORDED IN PLAT BOOK 39, PAGE 99



SOUTH M-291 MINI SAFETY STORAGE
LOTS 1A, 2A & 3A, A SUBDIVISION IN
LEE'S SUMMIT, JACKSON COUNTY, MO.
INSTRUMENT NO. 2006E0028581

WARRANTY DEED RECORDED
INSTRUMENT No. 2014E0097840

P.O.B.
(TRACT 2
4152 SQ. FT.)

N 87°42'35" W
30.66' (M) (REC)

N 42°42'35" W
67.97' (M) (REC)

F. IP
(1.52'N/1.38'E)

N 2°20'20" E 119.55' (M) (REC)

30' ACCESS ESMT.
BY PLAT
INSTRUMENT NO.
2006E0028581

S 87°32'55" E 198.39' (M) (REC)

P.O.B.
(TRACT 1
3584 SQ. FT.)

WARRANTY DEED RECORDED
INSTRUMENT No. 2014E0097840

(2A)

TO BE VACATED

N 87°33'45" W 188.72'

TO BE VACATED

WARRANTY DEED RECORDED
INSTRUMENT No. 2014E0097840

(3A)

15.00' SANITARY SEWER EASEMENT
I217696 BOOK I2639 PAGE 1043

P.O.C.

F. IP
(0.04'N/0.43'E)

S 87°33'45" E 221.29'

F. IP
(0.83'N/0.14'W)

CROCKETT
ENGINEERING CONSULTANTS
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Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com

CORPORATE NUMBER:
2000151304

DATE: 11/12/2018

PROJECT: 170504

SCALE: 1" = 30'

DRAWN BY: DWB

EASEMENT VACATION

BEING PART OF LOT 2A AND LOT 3A
SOUTH M-291 SAFETY MINI STORAGE LOTS 1A, 2A & 3A
PART OF SEC. 32, T47N, R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

ADDRESS:

PL2018-221-VACATION OF EASEMENT 3924 & 3930 SW RAINTREE DRIVE

