



**CITY OF LEE'S SUMMIT**

PURCHASING, ADMINISTRATION DEPARTMENT  
207 S.W. MARKET STREET - P.O. BOX 1600  
LEE'S SUMMIT, MO 64063-2358  
816-969-7337 Phone 816-969-7771 Fax

**TITLE-SIGNATURE PAGE**  
**REQUEST FOR PROPOSAL**  
**FOR**  
**DESIGN SERVICE FOR NEW SENIOR CENTER**  
**NO. 05-246**

The City of Lee's Summit will accept separate sealed proposals from qualified persons or firms interested in providing the following:

**Six ( 6 ) SIGNED PROPOSALS**  
**Plus One (1) unbound copy for a total of Seven ( 7 ) copies**  
**MUST BE RECEIVED BY:**  
**3:00 P.M. on OCTOBER 21, 2005**

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR OCTOBER 10, 2005**  
**AT 11:00 A.M. IN THE EXECUTIVE CONFERENCE ROOM CITY HALL**

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL" AND SEND IT TO:**

**City of Lee's Summit, Division of Purchasing**  
**Attention: Barbara Poole, Assistant Purchasing Manager**  
**207 S.W. Market, P.O. Box 1600**  
**Lee's Summit, Missouri 64063**  
**816-969-7337**

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 #	Fax #	Date	Tax ID #
_____	_____	_____	_____
E-mail	Entity Type		
_____	_____		

The City of Lee's Summit will accept separate sealed proposals from qualified firms/providers interested in providing the following: Design Service for a New Senior Center

Proposals must be received by and will be opened at 3:00 P.M. local time, on October 21, 2005 at the City Hall, Purchasing Division, 207 S.W. Market, Lee's Summit, MO 64063.

Proposal documents are available by accessing the City's web site at [www.lees-summit.mo.us/content/Citybusiness.cfm](http://www.lees-summit.mo.us/content/Citybusiness.cfm) or by contacting the Purchasing Division at 816-969-7337.

The City reserves the right to reject any and all proposals, to waive technical defects in the proposals, and to select the proposal deemed most advantageous to the City.

A pre-proposal conference will be held on October 10, 2005 at 11:00 AM in the Executive Conference Room at City Hall, 207 S. W. Market, Lee's Summit, MO 64063.

Barbara Poole, Assistant Purchasing Manager

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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 for architectural services for the design of a Senior Center. The Senior Center will be located at the intersection of SE 2<sup>nd</sup> Street and Independence Avenue in Lee's Summit, MO. Project activities will include design and construction oversight of a Senior Center, parking, entry drives, landscaping, and monumentation. Services desired would include but are not limited to architecture, landscape architecture, civil engineering, mechanical/electrical engineering, information technology design/engineering, and Senior Center facility programming and operational cost management.

1.1 Description of Operations or Background:

In 1998 a Senior Center Feasibility study was conducted which included a needs assessment. The information obtained from the study helped create a list of "Programming Opportunities" that served as the broad definition for space needs associated with a new facility.

In July 2004 a feasibility update was completed and helped further refine the "Programming Opportunities" identified in 1998. The study identified eight major uses for the proposed Senior Center: Administrative/Offices, Fitness Center, Computer Lab, Activity Room, Arts & Crafts, Social Lounge/Cards, Kitchen and Multi-Use Room.

In 2005 a third study was completed to determine if City owned property located at SE 2nd Street and Independence Avenue was suitable for the proposed center. In addition, the program was further defined and project construction costs were refined based on the site and defined program without budget constraints. The 2005 study identified a 19,500 sq. ft. Senior Center with a program that includes a large gathering space designed for meals/dining, special events, programs, and facility rentals. In addition, the program includes administrative/offices, meeting/class rooms, a fitness area, therapy water, a game room, commercial kitchen, residential kitchen, lounge area, and an arts & crafts room.

The total project budget for the Senior Center, including fees, inspections, construction, fixtures and furnishings is \$3.25 million with an estimated facility size of 17,800 sq. ft. The Senior Center construction project will be funded through a ¼ cent sales tax approved by referendum in April 2005. The tax has a ten year sunset provision. Consequently, the budget for the project is considered finite. Budget tracking of the project will be rigorous throughout all phases of the project.

Site selection and preliminary planning for the Senior Center was prepared by Williams Spurgeon & Freshnock Architects, Inc., North Kansas City, Missouri, completed in June 2005.

The primary purpose of the proposed Senior Center is to serve the senior community in Lee's Summit, MO. The facility is expected to meet the diverse needs of the senior community while also providing enough flexibility to accommodate programming and facility rental needs for all Lee's Summit citizens. The facility will be expected to generate revenue through programming, a meal program, facility rentals, special events and other unidentified sources.

The facility will be located at one of the gateways to downtown and presents an opportunity to create a strong visual presence and connection to the historic downtown.

Currently there is a Senior Center (Arnold Hall) located at 123 SE 3<sup>rd</sup> Street, Lee's Summit, MO 64063. The proposed Senior Center will replace the current Senior Center and provide a diversity of activities and services.

## 2. SCOPE OF SERVICES

The Senior Center project will include construction of a Senior Center, landscaping, parking, entry ways, and monumentation. Site plan design may include strategies for connections to downtown. The project will be based on studies previously accomplished and listed below. Anticipated project activities and objectives are as follows:

- Review/Revise Site Evaluation/Coordination with Site Landscape Architect
- Review/Revise Facility Program
- Review/Revise Master Plan
- Review/Revise Operation Budget
- Develop First Year Operating Budget
- Develop FFE Budget
- Schematic Design
- Design Development
- Construction Documents
- Bidding Administration
- Construction Administration
- Post-Occupancy Services

### **Project Budget**

The project budget for all work activities of the Senior Center project including design, engineering, inspections, permits, testing, construction, and FFE is \$3,250,000.

### **Contract and Fees**

Fees are anticipated to be lump sum not to exceed basis. Upon completion of the selection process, Parks and Recreation will negotiate a contract for services with the highest rated respondent. If a contract agreement regarding fees cannot be reached with the highest rated respondent, Parks and Recreation will negotiate with subsequent respondents in order of rating until a contract is made. All contracts are subject to approval by the Lee's Summit Parks and Recreation Board.

Each respondent will be required to provide a project matrix of all persons assigned to the project, their hourly rate, and projected hours for each work activity. The extended cost for each person assigned to the project and the total project cost should also be provided. The information provided in the project matrix will not be used exclusively as a basis for evaluation. The project matrix will be made part of the contract of services. The project matrix shall be submitted with each invoice for payment as a basis of progress of work throughout the project.

### **Related Studies and Projects**

In June 2005 Williams Spurgeon Kuhl & Freshnock completed a site evaluation at SE 2<sup>nd</sup> Street and Independence Avenue to determine whether this location and site were suitable for the proposed Senior Center. The study determined that the site was readily accessible for seniors, it had enough land area for the facility, it fulfilled long-term needs, and it was compatible with the neighborhood. The study recommended the site for the future Senior Center. The study also confirmed the needs identified in the 2004 study and proposed a facility of 19,500 sq. ft. to meet those needs. Cost estimates for construction were also presented with the study. *Relationship to proposed project:* The study confirmed that the site at SE 2<sup>nd</sup> Street and Independence Avenue is an appropriate site; it presented a refined facility program, and updated construction costs associated with the proposed facility.

The Lee's Summit Senior Center Feasibility Study Update was completed in July 2004 by the SportsPLAN Studio. The study confirmed the senior needs identified in the 1998 study and further refined the facility program. The needs assessment included a review of the senior demographics, a survey of existing facilities and programs, a participant interest survey, programming opportunities, along with administrative and operational needs. In addition, the study identified a proposed site for a new Senior Center at the intersection of SE 2<sup>nd</sup> Street and Independence Avenue. Finally, the study presented a conceptual plan and projected construction cost for a 17,800 sq. ft. facility. Potential operating costs and revenue expectations for the Senior Center were also included. *Relationship to proposed project:* The study confirmed a need for a Senior Center, refined the facility programming needs,

identified a location, and provided cost estimates for construction and operation for a Senior Center.

The Lee's Summit Senior Center Feasibility Study was completed in April 1998 by the Sports Management Group. The study identified the broad program needs of the seniors in the community and suggested a best and worst case potential for cost recovery expectations. Needs were identified through workshops, surveys, interviews, and discussion groups. The recommendations from the study included the development of a Senior Center to accommodate large and small meetings, meals, exercise, leisure and educational activities. *Relationship to proposed project:* The study provided initial groundwork toward the development and operations of a Senior Center at Arnold Hall.

### **Miscellaneous**

Parks and Recreation has been pleased with the results of previous planning studies and projects. Parks and Recreation strongly emphasizes however any connection with past projects does not give either formal or informal advantage for selection for this project. We encourage all qualified firms with interest to apply.

Parks and Recreation reserves the right to independently contract with any subcontractor if necessary for time and budget purposes.

The City does not exempt itself from adhering to established City codes, development procedures and design standards. In the preparation of plan documents, the selected consulting team will be required to follow all City policies, design standards, codes, and planning and development requirements including but limited to:

- Building code
- Fire code
- City's Design and Construction Manual
- City's Erosion Control and Land Disturbance Ordinance
- Planning and Development process (Overall UDO requirements)

### 3. CITY PROVIDED SERVICES

The City will provide copies of all related studies and background information.

### 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                      September 23, 2005

Receive Proposals	October 21, 2005 at 3:00 PM
Meet to review	October 24, 2005
Interviews	November 16, 2005
Park Board	January 25, 2006
Notice to Proceed	Feb 10, 2006

4.2 Timeline for project: The City has developed the following general timeline:

The City has developed the following general timeline:

Consultant Selection completed by	February, 2006
Design/Plan Approval completed by	November, 2006
Bid for Construction Services completed by	January, 2007
Construction completed by	February, 2008
Open Senior Center by	March, 2008



## PART II INSTRUCTIONS TO RESPONDENTS

### 1. MINIMUM QUALIFICATIONS

The following are minimum qualifications for all respondents to be considered:

#### **Lead Consultant Firm(s)**

- Firm established for a minimum of seven (7) years
- Specific experience designing and constructing Senior Center facilities with dining areas, classrooms and/or multi-purpose rooms, craft areas, fitness areas, therapy water, and game areas.

#### **Sub Consultant Firm(s)**

- Structural engineering firm and Mechanical/Electrical/Plumbing engineering firms must have specific experience designing public buildings with large, open areas and diverse needs.
- Landscape architecture sub consultant must have demonstrated experience in park design.

#### **Key Personnel for Lead Consultant Firm(s) and Sub Consultants**

- Minimum of ten (10) years experience in design/engineering services
- For Architecture and Structural and MEP engineering, specific experience building large public buildings
- Senior Center program and operations management consultant must have a minimum of five (5) years in senior management and a minimum of five (5) projects providing senior program and operations management for Senior Center development/management.

All sub contractors proposed for this project should be included in the initial response including architectural, landscaping, mechanical, structural, electrical, plumbing, geotechnical, and other architectural services. The City will evaluate the qualifications of the proposal in entirety including subcontractors. In the event the successful respondent is unable to utilize the subcontractor listed in their initial proposal, the contractor will require the City's authorization to utilize an alternative subcontractor.

### 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 following criteria:

- a. The firm's (lead firm and subcontractors) experience in providing similar services to municipalities.
- b. Key personnel that will be assigned to the City's project, and their experience with similar projects.
- c. Applicable Resources offering quality assurances / quality control procedures; as well as adequacy of team / resources to complete the project within the proposed timeframe.
- d. Project approach including project schedule and detailed approach to complete this project, familiarity with this project, identification of unique issues related to project, and the process proposed for communications with city staff, elected officials, and the public.

The Proposal Ranking Sheet for the evaluation of the proposals is included as Enclosure I to this section. The Selection Committee may request additional submittals.

#### *Step Two: Short List Interviews*

The written evaluation will produce a list of the top rated proposals that will be selected for interviews (short list). Oral interviews will be conducted in order to make a final decision.

The Project Manager checks reference once a short list is determined.

Reference check information memo is prepared by the Procurement Officer or Project Manager and distributed to the interviewing committee. Reference check information is considered part of the interview process and incorporated into the firm's Experience & References criteria.

Upon selection of the top rated firm, the City will negotiate the specific terms of the contract including cost.

#### 3. RESPONDENT COST TO DEVELOP PROPOSAL:

- a. 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

Submit the correct number of signed copies of the proposal and bind them in 3-ring binders or plastic binding combs that can be easily removed. **DO NOT** use wire or metal binding. The proposal must be organized using the following format:

- a. Title-Signature Page
- b. Table of Contents for submittal (Enclosure III)
- c. Letter of Transmittal for Request for Proposal
- d. Addenda – (If Applicable)
- e. Form No. 1 - Provider Profile –Lead Firm(s) – Joint Venture Partners
- f. Form No. 2 – Key Outside Consultants (Subconsultants)
- g. Form No. 3 – Experience and References – List those projects your firm has completed that are similar to the requested by this RFP. Special attention should be given to projects your firm has completed for other governmental entities.

Include company name, address, persons to contract, telephone number, a brief description of the project completed by your firm, and date completed.

- h. Form No. 4 – Key personnel that will be assigned to the City's project for lead consultant firm(s) and subconsultant firms. List the person's name , title, project assignments, years of experience and any other qualifications relevant to the City's project.
- i. Form No. 5 – Narrative on project approach. Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.

**Proposals must be completed as instructed. A total of seven (7) signed proposals must be submitted along with an equal number of each signed addenda (if applicable). Proposals received that do not include all required documents and signatures may be considered non-responsive.**

5. CONFLICT OF INTEREST

- a. The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm.

**ENCLOSURE I**  
**PROPOSAL RANKING SHEET**

**A. 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

	Evaluation Criteria	Maximum Points	Score
1	<p>Evidence of Experience &amp; References with Similar Projects (FORM 3)</p> <p>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?</p> <ul style="list-style-type: none"> <li>• Familiarity and experience with similar projects</li> <li>• Consider any sub-consultants to be used and their experience (if applicable)</li> <li>• Reference check information memo</li> </ul>	30	_____
2	<p>Expertise of Firm /Provider Personnel (FORM 4)</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Project team</li> <li>• Sub-consultants (if applicable)</li> </ul>	30	_____
3.	<p>Applicable Resources (FORM 1, 2, AND 5)</p> <p>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</p> <ul style="list-style-type: none"> <li>• Standard Quality Assurance/Quality Control program or procedures the firm has in place</li> <li>• Adequacy of proposed team/resources to complete project within proposed time frame</li> </ul>	10	_____
4.	<p>Project Approach (FORM 5)</p>	30	_____

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 lined in Form 5.

- 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.

Ranked By: \_\_\_\_\_  
**ENCLOSURE I**

=====

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

	Evaluation Criteria	Maximum Points	Score
1	<p>Evidence of Experience &amp; References with Similar Projects (FORM 3)</p> <p>Consider experience and references. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> <li>• Familiarity and experience with similar projects</li> <li>• Consider any sub-consultants to be used and their experience (if applicable)</li> <li>• Reference check information memo provided to the committee. (if applicable)</li> </ul>	30	_____
2	<p>Expertise of Firm /Provider Personnel</p> <p>Consider comparable experience and background of specific personnel that shall be assigned to the City's project. Also consider the specific involvement of those persons in projects. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> <li>• Project Manager with emphasis on strengths related to this project</li> <li>• Project team and team's experience with similar projects</li> <li>• Sub-consultants (if applicable)</li> </ul>	30	_____
3.	<p>Applicable Resources</p> <p>Evaluate the extent of applicable resources available to the firm / provider to complete the City's project</p> <ul style="list-style-type: none"> <li>• Standard Quality Assurance/Quality Control program or procedures the firm has in place</li> <li>• Adequacy of proposed team/resources to complete project within proposed time frame</li> </ul>	10	_____
4.	<p>Project Approach</p> <p>Evaluate the firm/ provider's approach to and understanding of the</p>	30	_____

Scope of Services required in the RFP as evidenced by the project approach presented.

- 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 presentation.
- Identify/recognize critical or unique issues specific to the project
- Adequacy of proposed communications process
- Unique approaches that have been successful elsewhere with similar projects.

Ranked By: \_\_\_\_\_  
**ENCLOSURE II**

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:

		<b><u>Page Number</u></b>
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 return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	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 ____ - ____

# 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 design services:

**Year of Experience building Senior Centers.**

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 CONSULANTS

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 design services:

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.

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## SUBCONTRACTOR #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing design services:

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.

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## SUBCONTRACTOR #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing design 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 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:

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 Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).

Firm's / 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

The foregoing is a statement of facts.

Signature:

Typed Name and Title:

Telephone Number:

Date:

**PART III  
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 or corporation who submits a formal sealed proposal.
  - 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 "contractor" means the respondent awarded a contract under this proposal.
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 in writing to the Purchasing Office, 207 SW Market Lee's Summit, MO 64063, 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 submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.

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 sealed and submitted to the Purchasing Office, 207 SW Market, Lee's Summit, MO 64063, 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 and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. **SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED.** 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 submitted to the Purchasing Office 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 contractor 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 contractor 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. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold the City Council, City of Lee's Summit, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
19. 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.
20. 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).
21. 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. 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.
22. DEBARMENT: By submission of its response, the Contractor 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 Administrations 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 debarred, 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.



**Para 17 Revised by Legal 1-4-96**  
**Para 21 Revised by Legal 10-31-03**  
**Para 20 Added by Legal 8/02**

The City has included with this RFP a sample agreement for the Engineering 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.

## Exhibit Same Agreement

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**  
**FOR \_\_\_\_\_ (RFP NO. \_\_\_\_\_)**

**THIS 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 intends to have engineering services for \_\_\_\_\_ (hereinafter "Project"); and

**WHEREAS,** Engineer has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and

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

**WHEREAS,** City desires to enter into an agreement with Engineer to perform the Project; and

**WHEREAS,** Engineer represents that the firm 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 BASIC SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following professional engineering services to City ("Basic Services"):

- A. Preliminary Plan Services**
1. (Insert Services).
  2. (Insert Services).
  3. (Insert Services).

**B. Right-of-Way Acquisition Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**C. Final Design Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**D. Bidding Phase Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**E. Construction Administration Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**F. Construction Inspection Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**ARTICLE II  
OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER**

The following is a list of additional services which will be furnished by Engineer, if needed by City, upon receipt of written authorization by the Director of Public Works ("Optional Services"):

**A. Preliminary Plan Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**B. Right-of-Way Acquisition Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**C. Final Design Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**D. Bidding Phase Services**

1. (Insert Services).

2. (Insert Services).
3. (Insert Services).

**E. Construction Administration Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**F. Construction Inspection Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**ARTICLE III**

**SCOPE OF SERVICES TO BE PROVIDED BY CITY**

City shall provide the following services to Engineer:

**A. Preliminary Plan Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**B. Right-of-Way Acquisition Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**C. Final Design Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**D. Bidding Phase Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**E. Construction Administration Services**

1. (Insert Services).
2. (Insert Services).
3. (Insert Services).

**F. Construction Inspection Services**

1. (Insert Services).
2. (Insert Services).

3. (Insert Services).

Engineer shall be entitled to rely upon the accuracy and completeness of all documents delivered to Engineer by City pursuant to this Article III.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer an amount not to exceed the total of Basic Services and Optional Services in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), according to the following provisions:

A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The maximum not to exceed fees (hourly fees and expenses) by Project phase is set forth in subsection C. below. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The maximum not to exceed fees (hourly fees and expenses) by Project phase is set forth in subsection D. below. The total fees (hourly fees and expenses) for the Optional Services shall not exceed a total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

C. The maximum not to exceed fees for each phase of Basic Services shall be as follows:

- 1. Preliminary Plan Services \$ \_\_\_\_\_
- 2. Right-of-Way Acquisition Services \$ \_\_\_\_\_
- 3. Final Design Services \$ \_\_\_\_\_
- 4. Bidding Phase Services \$ \_\_\_\_\_
- 5. Construction Administration Services \$ \_\_\_\_\_
- 6. Construction Inspection Services \$ \_\_\_\_\_

D. The maximum not to exceed fees for each phase of Optional Services shall be as follows:

- 1. Preliminary Plan Services \$ \_\_\_\_\_
- 2. Right-of-Way Acquisition Services \$ \_\_\_\_\_
- 3. Final Design Services \$ \_\_\_\_\_
- 4. Bidding Phase Services \$ \_\_\_\_\_
- 5. Construction Administration Services \$ \_\_\_\_\_
- 6. Construction Inspection Services \$ \_\_\_\_\_

E. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Project Name/Task Name/RFP Number/Description of Agreement.
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. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
5. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
6. Cost Invoices must be categorized by Phase.

#### **ARTICLE V COMPLETION TIME**

The Basic Services shall be completed in accordance with the following deadlines:

- A. **Preliminary Plan Services** - \_\_\_\_\_
- B. **Right-of-Way Acquisition Services** - \_\_\_\_\_
- C. **Final Design Services** - \_\_\_\_\_
- D. **Bidding Phase Services** - \_\_\_\_\_
- E. **Construction Administration Services** - \_\_\_\_\_
- F. **Construction Inspection Services** - \_\_\_\_\_

The Director of Public Works may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Public Works and accepted by Engineer at the time said Optional Services are authorized by the Director of Public Works.

#### **ARTICLE VI INSURANCE**

Engineer shall maintain at Engineer's expense the following insurance coverage during the period of the Agreement and will provide City with certificates of insurance on all required coverage prior to commencement of any services performed pursuant to this Agreement:

- A. PROFESSIONAL LIABILITY - Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000. The policy is to also include the property damage and bodily injury risk. Proof of Professional Liability may be provided under the General Liability policy under specific endorsement.
- B. COMMERCIAL GENERAL LIABILITY - LIMITS:
- Each Occurrence .....\$500,000.00
  - Personal and Advertising Injury.....\$500,000.00
  - Products/Completed Operations Aggregate.....\$500,000.00 (not required if included in the Professional Liability policy provisions)
  - General Aggregate. ....\$500,000.00
- Policy must include the following conditions:
- Contractual liability
  - Acts caused by Independent contractors
  - Additional insured: City of Lee's Summit, Missouri (General Liability portion only)
- General Liability policy may be endorsed to include the Professional Liability risk in that event, limits will need to be at least \$1,000,000 in lieu of the limits outlined above.
- C. AUTOMOBILE LIABILITY - Policy shall protect Engineer against claims for bodily injury and/or property damages arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
- a. Any auto, or
  - b. All owned autos, hired autos; and non-owned autos
- Limits:
- Each accident combined single limits,  
bodily injury and property damage ..... \$500,000.00
- D. WORKERS' COMPENSATION - This insurance shall protect Engineer against all claims under applicable State Workers' Compensation laws. 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. The Policy limits shall not be less than the following:
- Workers' Compensation ..... Statutory
  - Employer's Liability:
  - Bodily injury by accident ..... \$100,000.00 each accident
  - Bodily injury by disease ..... \$500,000.00 policy
  - Bodily injury by disease ..... \$100,000.00 each employee
- E. Engineer agrees to require and shall provide evidence to City that its sub-consultants shall maintain comprehensive general liability, automobile liability, workers' compensation, and professional liability insurance(if such services are provided), for not less than the period of services under agreements with its sub-consultants, and in not less than the amounts outlined for Engineer. The comprehensive general liability policy of Engineer's sub-consultants shall name City and Engineer as an additional insured.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

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

M:\PURCHASE\RFP'S\2004-05\05-246 Des Serv new Senior Center\Senior Center Design RFP no cost.doc

- 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. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- 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 describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. EMERGENCY CHANGES IN SERVICES: The Director of Public Works, with the consent of the City Administrator, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Administrator.

In the event an emergency change in services is authorized by the Director of Public Works and the City Administrator pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. 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.
- F. **COMPLIANCE WITH LAWS**: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **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.
- H. **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.
- I. **ENGINEER'S ENDORSEMENT**: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. **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.
- K. **INDEMNIFICATION AND HOLD HARMLESS**: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.

- L. LIMITATION OF LIABILITY: In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. PROFESSIONAL RESPONSIBILITY: Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. 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.
- O. 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.
- P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. 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.
- R. 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.
- S. 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.
- T. 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.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and

other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

- V. 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.
- W. 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:

Parks Administrator  
City of Lee's Summit  
307 SW Market 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.

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

Reserved.

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

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Tom Lovell, Parks Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
John L. Mautino, Assistant City Attorney

**ENGINEER:**

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_