



**CITY OF BELTON
CITY COUNCIL
PUBLIC HEARING & REGULAR MEETING
TUESDAY, FEBRUARY 23, 2016 – 7:00 PM
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

I. CALL PUBLIC HEARING TO ORDER

- A. A public hearing to receive public input on the proposed annual budget for the fiscal year beginning April 1, 2016 and ending March 31, 2017.

II. ADJOURN PUBLIC HEARING

III. CALL REGULAR MEETING TO ORDER

IV. PLEDGE OF ALLEGIANCE – COUNCILMAN LATHROP

V. ROLL CALL

VI. CONSENT AGENDA

One motion, non-debatable, to approve the “recommendations” noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

- A. Motion approving the minutes of the February 9, 2016, City Council regular meeting.

Paperwork attached.

Page 9

- B. Motion approving the purchase of a new phone system in the amount of \$20,277.10 for City Hall, the Annex, the Water Shop, and the Street Barn, by way of the Mitel NJPA Contract #040314-MBS, a cooperative purchasing program that the State of Missouri belongs to and the City of Belton can take advantage of.

Paperwork attached.

Page 17

VII. PERSONAL APPEARANCES

VIII. ORDINANCES

- A. Motion approving final reading of Bill No. 2016-07:

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SUBMIT THREE GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) DIVISION OF HIGHWAY SAFETY FOR 2016-2017.

Pass Fail

- B. Motion approving final reading of Bill No. 2016-08:

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT WITH OLDER ADULT TRANSPORTATION SERVICE, (OATS).

Upon City Council's request, Sara Davis with OATS Transit will make a report.

Pass Fail

- C. Motion approving final reading of Bill No. 2016-09:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MAINTENANCE SERVICE AGREEMENT WITH STREETWISE, INC. FOR THE ANNUAL STREET STRIPING PROGRAM.

Pass Fail

- D. Motion approving final reading of Bill No. 2016-11:

AN ORDINANCE AUTHORIZING AND APPROVING THE CITY OF BELTON, MISSOURI THROUGH ITS FIRE DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR SERVICES WITH DR. ERIK J. STAMPER, D. O.

Pass Fail

- E. Motion approving final reading of Bill No. 2016-12:

AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE TXRH COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE TXRH COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED ON THE WEST SIDE OF PECULIAR DRIVE, NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY AND COMMONLY KNOWN AS THE TEXAS ROADHOUSE RESTAURANT PROPERTY, ALL IN THE CITY OF BELTON, MISSOURI; DETERMINING THAT THE DISTRICT OBJECTIVES SERVE A PUBLIC PURPOSE; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.

Pass Fail

- F. Motion approving first reading of Bill No. 2016-13:
AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2017 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.

Page 23 Pass Fail

- G. Motion approving first reading of Bill No. 2016-14:
AN ORDINANCE AMENDING SECTIONS: 42-36, RATES INSIDE THE CITY; 42-38, WATER RATES FOR APPROVED WATER DISTRICTS OR LOCAL GOVERNMENTS; 42-39, RATES FOR WATER CONSUMED OUTSIDE CITY; 42-296, SEWER SYSTEM USER RATES; OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.

This ordinance will increase the water rates only. For all businesses and individuals within the city limits minimum bills will increase \$0.38 each month and every 100 gallons of water used over the minimum will cost \$0.03 more. This increase in water rates is included in the FY2017 budget. Sewer rates will not change.

Page 27 Pass Fail

- H. Motion approving first reading of Bill No. 2016-15:
AN ORDINANCE AUTHORIZING AND ADOPTING AN AMENDMENT TO CHAPTER 2 – ADMINISTRATION, ARTICLE IV – ADMINISTRATIVE PROCEDURES, DIVISION 4 – CITY PROPERTY, SECTION 2-992 – DISPOSITION OF SURPLUS REAL PROPERTY OWNED BY THE CITY IN FEE TO THIRD PARTIES.

Page 35 Pass Fail

- I. Motion approving first reading of Bill No. 2016-16:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **BURNS & MCDONNELL / CAS, LLC.**

Paperwork attached.

Page 41 Pass Fail

- J. Motion approving first reading of Bill No. 2016-17:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **CDM SMITH, INC.**

Paperwork attached.

Page 67 Pass Fail

- K. Motion approving first reading of Bill No. 2016-18:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **HG CONSULT, INC.**

Paperwork attached.

Page 91 Pass Fail

- L. Motion approving first reading of Bill No. 2016-19:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **KRUGER TECHNOLOGIES, INC.**

Paperwork attached.

Page 117 Pass Fail

- M. Motion approving first reading of Bill No. 2016-20:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **OLSSON ASSOCIATES, INC.**

Paperwork attached.

Page 141 Pass Fail

- N. Motion approving first reading of Bill No. 2016-21:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **TERRACON CONSULTANTS, INC.**

Paperwork attached.

Page 165 Pass Fail

- O. Motion approving first reading of Bill No. 2016-22:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **TRANSYSTEMS CORPORATION.**

Paperwork attached.

Page 189 Pass Fail

- P. Motion approving first reading of Bill No. 2016-23:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH TREKK DESIGN GROUP, LLC.

Paperwork attached.

Page 213 Pass Fail

IX. RESOLUTIONS

- A. Motion approving Resolution R2016-09:
A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE CITY'S DIRECTOR OF PUBLIC WORKS TO SUBMIT THREE 2019-2020 SURFACE TRANSPORTATION PROGRAM (STP) GRANT APPLICATIONS TO MID-AMERICA REGIONAL COUNCIL (MARC) FOR 1) STATE HIGHWAY 58 AND Y HIGHWAY, 2) MULLEN ROAD WIDENING – PHASE 1, AND 30 KENTUCKY ROAD IMPROVEMENTS.

Paperwork attached.

Page 237 Pass Fail

- X. CITY COUNCIL LIAISON REPORTS
- XI. MAYOR'S COMMUNICATIONS
- XII. CITY MANAGER'S REPORT
- XIII. MOTIONS
- XIV. OTHER BUSINESS
- XV. ADJOURN

SECTION VI
A

**MINUTES OF THE
CITY OF BELTON CITY COUNCIL
PUBLIC HEARING AND REGULAR MEETING
FEBRUARY 9, 2016
CITY HALL ANNEX
520 MAIN STREET, BELTON, MISSOURI**

Mayor Davis called the public hearing to order at 7:02 PM.

This hearing was held to receive public input for the purpose of considering the establishment of the TXRH Community Improvement District (CID).

Jay Leipzig, Community and Economic Development Director, gave a quick introduction of the project as it pertains to items in Council packet. He recapped that this was discussed at a previous work session. It is a 1% tax on sales for 20 years. He introduced Charles Renner, Randi Lefko, and Cas Pskykovitz, all part of the development team. He said Mr. Renner will give a brief introduction on the project and what was involved. Mr. Leipzig said there were some site issues and extension of utilities.

Charles Renner, Husch Blackwell, 4801 Main Street, Suite 1000, Kansas City, MO 64112, and Randi Lefko, developer addressed the Council. Mr. Renner said we were fortunate this item was put on agenda after the budget work session because it will add to budget. One of the key aspects of a CID is that it does facilitate economic development. It does a touch effect or redirects taxes generated off the site. This is a revenue generator for the community and an asset we are proud to put in front of you. A key component is it has a 20-year limit meaning it will cease after 20 years. It is overseen by 5 member board. All records of actions are open records. The revenue generated is a 1% sales tax, but it doesn't affect the city sales tax. The project is north of \$1.8 million. One of the key aspects is that there is not a "but for test", like with a TIF (Tax Increment Financing). That is one of the benefits of it, it does not have that requirement but it has to have a very specific legal description. It has given us the ability to be sure we have all our ducks in a row.

Randi Lefko, RH Johnson Company, is with development team. Two years ago an associate of hers went to Texas Roadhouse to see if there are expanding in the Kansas City area. They said no, but there was one project they have been unsuccessful with which was in Belton. They said they have 400 of these stores, they told us where the site was and we told them we had good luck working with staff in the past. When we saw this this piece of property it looked like a no brainer, but then we started digging into it which was about two years ago. Look back on it, knowing we were going to come tonight, it took a joint effort. It was agricultural property that had been farmed forever, there were challenges with utilities, detention, and dirt, and it was expensive. We are thrilled we have the deal put together, the city helped and we took risks. We took a piece of property that was agricultural and there are utilities there now.

Councilman Savage asked her to tell about the utilities. Ms. Lefko said there is now sanitary sewer, new power with a transformer, the water was extended to our property and there was a gas extension. The site was a 5-acre site and we purchased 2.2 acres of the property and utilities were not on site. The utilities were brought 300-500 feet.

Councilman Savage asked with the other piece of property being developed are we detaining their water. Mr. Leipzig said yes. There were a few more questions from Mayor Davis and

Councilman Savage. Councilman Trutzel said a lot of people have been commenting on Texas Roadhouse and we are glad you are coming to Belton.

Being no further public input, Mayor Davis closed the public hearing at 7:18 P.M.

The Council took a 5 minute recess.

Mayor Davis called the regular meeting to order at 7:26 P.M.

Councilman VanWinkle led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Jeff Fletcher, Gary Lathrop, Bob Newell, Tim Savage, Chet Trutzel, Dean VanWinkle, and Scott Von Behren; Absent: Councilman Al Hoag. Also present were Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Councilman Trutzel moved to approve the consent agenda consisting of a **motion approving the minutes of the January 26, 2016, City Council regular meeting; a motion approving the January 2016 Municipal Police Judge's Report; a motion approving Resolution R2016-06: A RESOLUTION REAPPOINTING PATTE' KLAUS-SCHREIHOFFER TO THE UNIVERSITY OF MISSOURI EXTENSION COUNCIL; and a motion approving Resolution R2016-07: A RESOLUTION APPROVING CHANGE ORDER NO. 4 TO THE BEEMER CONSTRUCTION CONTRACT NUMBER 464-5710-495-7117 ELEVATED WATER STORAGE TANK AND ASSOCIATED NEW WATER LINES.** Councilman Lathrop seconded. All present voted in favor. Councilman Hoag absent. Consent agenda approved.

PERSONAL APPEARANCES:

Sally Smith, Downtown Belton Main Street, Inc., (315 Main Street) – was present to request to close Main Street September 9-10, 2016, for the Fall Festival; and April 23, May 28, June 25, July 23, August 27, September 24, and October 22, 2016, for the Car Cruises. There were a number of items she requested from the City for the Fall Festival:

- Street closure from 8:00 A.M. Friday until 11:00 P.M. Saturday and to post signs on Main Street in the preceding days
- Belton Emergency Management power and lights – she said they have already agreed
- Water from City Hall at Ella/Main Street for ice cream and lemonade vendors
- Permission to use city lots at:
 - 300 block of Main – grassy area
 - 500 block of Main – grassy area
 - 500 block of Main parking behind City Hall Saturday, and Friday night for ADA parking
 - 500 block of Second Street – parking lot for dumpster and overflow parking
- Rider on City insurance policy for festival
- Flyers in utility bills advertising Fall Festival, Channel 2 and City website
- Guidelines for pets being allowed at the Fall Festival

She also discussed the issues last year with pet owners not cleaning up after their animals at the festival and requested there be some stipulations pertaining to that issue.

Police Chief James Person said that he, along with Brad Foster, Assistant City Manager, and Megan McGuire, City Attorney, met with Ms. Smith concerning animals at the Fall Festival. He said the City does have ordinances that will cover that and it can be enforced. Also, the City has a disorderly conduct and disturbing of the peace ordinance and if they are violated the owners will be asked to leave. Ms. Smith said she would like some signage at the entrances to the festival with clear rules about bringing pets to the festival such as: all must be leashed and under owners control at all times, must clean up after your pet, and they are to be kept out of the areas where food is being prepared or served. She said she personally cleaned up many pet messes at last year's festival and owners should be responsible for cleaning up after their own animal. She went on to say they have already sold 889 spaces to 64 vendors. Last year they had 120 total vendors.

Councilman Lathrop asked if all the Main Street merchants have agreed to the closing of Main Street on the dates requested for the car shows. Ms. Smith said most of the shops are not opened past 5:00 P.M. Chief Person said although that is true, many of the cruisers show up early and park backwards on Main Street.

Ms. Smith also announced that February 23 from 5:00 P.M.-7:00 P.M. is an after-hours mixer hosted by the Chamber of Commerce and Downtown Belton Main Street, Inc.

Councilman Trutzel moved to approve the 2016 Car Cruises April 23, May 28, June 25, July 23, August 27, September 24 and October 22, 2016, closing Main Street from 4:00 P.M.-9:30 P.M; and a motion approving the Fall Festival and request for following help and/or assistance from city as listed below:

- **Street closure from 8:00 A.M. Friday until 11:00 P.M. Saturday and to post signs on Main Street in the preceding days**
- **Belton Emergency Management power and lights – she said they have already agreed**
- **Water from City Hall at Ella/Main Street for ice cream and lemonade vendors**
- **Permission to use city lots at:**
 - 300 block of Main – grassy area**
 - 500 block of Main – grassy area**
 - 500 block of Main parking behind City Hall Saturday, and Friday night for ADA parking**
 - 500 block of Second Street – parking lot for dumpster and overflow parking**
- **Rider on City insurance policy for festival**
- **Flyers in utility bills advertising Fall Festival, Channel 2 and City website**
- **Guidelines for pets being allowed at Fall Festival**

Councilman Fletcher seconded. All voted present voted in favor of the motion. Councilman Hoag absent. Motion carried.

ORDINANCES:

Patti Ledford, City Clerk, read Bill No. 2016-07: **AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SUBMIT THREE GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) DIVISION OF HIGHWAY SAFETY FOR 2016-2017.** Presented by Councilman Newell, seconded by Councilman Trutzel. Vote on the first reading was recorded will all present voting in favor. Councilman Hoag absent. First reading passed.

Ms. Ledford read Bill No. 2016-08: **AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT WITH OLDER ADULT TRANSPORTATION SERVICE, (OATS).** Presented by Councilman Von Behren, seconded by Councilman Lathrop. Councilman Lathrop

asked if we now how many people are riding the bus and also recommended that those taking the bus be taken to shopping places in Belton. Councilman Savage recommended the representative be at the next meeting to answer a few questions. Vote on the first reading was recorded with all voting in favor. Councilman Hoag absent. First reading passed.

Ms. Ledford read Bill No. 2016-09: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MAINTENANCE SERVICE AGREEMENT WITH STREETWISE, INC. FOR THE ANNUAL STREET STRIPING PROGRAM.** Presented by Councilman Savage, seconded by Councilman Lathrop. Councilman Trutzel said he noticed it listing paint and thermal and asked what we are using. David Frazier, Street Superintendent, said the majority of it will be paint, be we can use thermal if we need to. We do have some epoxy and thermal. Thermal can be used on new streets. Mayor Davis asked how many bids were received. Mr. Frazier said one. There are just a few companies that do this type of work. Vote on the first reading was recorded with all present voting in favor. Councilman Hoag absent. First reading passed.

Mayor Davis said Bill No. 2016-10 will be withdrawn from the agenda for discussion at the next work session: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT WITH BURNS & MCDONNELL TO DEVELOP A FINANCIAL PLAN FOR THE CITY'S WATER AND WASTEWATER UTILITY FUNDS THAT LOOKS FORWARD OVER A PERIOD OF TEN YEARS PROJECTING FUTURE COSTS, FUND BALANCES, AND FINANCIAL PERFORMANCE INDICATORS.**

Ms. Ledford read Bill No. 2016-11: **AN ORDINANCE AUTHORIZING AND APPROVING THE CITY OF BELTON, MISSOURI, THROUGH ITS FIRE DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR SERVICES WITH DR. ERIK J. STAMPER, D. O.** Presented by Councilman Trutzel, seconded by Councilman Fletcher. Norman Larkey, Fire Chief, said state regulations require ambulance services to have a medical director. Our other director retired and Dr. Stamper, D.O., has been helping us and it is working out well. Vote on the first reading was recorded will all present voting in favor. Councilman Hoag absent. First reading passed.

Ms. Ledford read Bill No. 2016-12: **AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE TXRH COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE TXRH COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED ON THE WEST SIDE OF PECULIAR DRIVE, NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY AND COMMONLY KNOWN AS THE TEXAS ROADHOUSE RESTAURANT PROPERTY, ALL IN THE CITY OF BELTON, MISSOURI; DETERMINING THAT THE DISTRICT OBJECTIVES SERVE A PUBLIC PURPOSE; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. Vote on the first reading was recorded with all present voting in favor. Councilman Hoag absent. First reading passed.

RESOLUTIONS:

Ms. Ledford read Resolution R2016-05: **A RESOLUTION CERTIFYING THE RESULTS OF AN ELECTION BY CERTAIN POLICE OFFICERS DESIGNATING WEST CENTRAL LODGE #50 OF THE FRATERNAL ORDER OF POLICE AS THE**

EXCLUSIVE BARGAINING AGENT FOR THOSE EMPLOYEES. Presented by Councilman Newell, seconded by Councilman Trutzel. Councilman VanWinkle noted for the record he was a long time member of the West Central Lodge #50, but resigned his membership in April 2012, and wanted to go on notice to that effect. Mayor Davis asked what the vote was on the election. James Person, Police Chief, said 31 yes; 1 non vote for an absent member; and zero no votes. Vote on the resolution was recorded with all present voting in favor. Councilman Hoag absent. Resolution passed.

Ms. Ledford read Resolution R2016-08: **A RESOLUTION APPROVING TASK AGREEMENT #2016-1 WITH TRANSYSTEMS UNDER THE ON-CALL PROFESSIONAL DEVELOPMENT SERVICES AGREEMENT TO PERFORM TRAFFIC ANALYSES NECESSARY TO EVALUATE IMPACTS FROM ADJACENT REDEVELOPMENT ALONG 58 HWY NEAR INTERSTATE 49 AND VERIFY CERTAIN IMPROVEMENTS ARE APPROPRIATE AND MEET MISSOURI DEPARTMENT OF TRANSPORTATION REQUIREMENTS AT A NOT-TO-EXCEED COST OF \$23,900.00.** Presented by Councilman Von Behren, seconded by Councilman Trutzel. Councilman Trutzel asked if we are going to get a recommendation of what the roadway will look like. He said a lot of people are interested in what is going on here. Jeff Fisher, Public Works Director, said that is part of it. To be clear, the main priority is that MODOT is requiring the traffic impact study because of the proposed development and the changes. It will identify and confirm the improvements they are suggesting or proposing as well as other improvements needed in that corridor.

Jay Leipzig, Community and Economic Development Director, said this is being requested to facilitate the development of the North Cass Shopping Center, which is the Christie development. We are working with that group for redevelopment and as well as other traffic impacts.

Mayor Davis asked since we are doing the study are we obligated to any of the suggestions and findings they have. Mr. Leipzig said Belton owns the study and the recommendations from MODOT. The advantage to the city by having some of the modeling done will hopefully be used to persuade MODOT in relinquishing the right-of-way for the relocation of the roadway. Mayor Davis asked what area we are talking about in front of the shopping center. Mr. Leipzig said Powell Parkway. The site plan has not yet been reviewed by the Planning Commission so this is preliminary on how the alignment will work. Councilman Newell asked if it will extend across the bridge. Mr. Leipzig said yes, it will extend across the bridge to Bel-Ray. The project is from Mullen to Bel-Ray. Vote on the resolution recorded with all present voting in favor. Councilman Hoag absent. Resolution passed.

MAYOR'S COMMUNICATIONS:

Mayor Davis said the Chamber of Commerce monthly meeting was today at Minsky's in Raymore. There were about 65 people in attendance – it was standing room only. Mayor Davis said the Chamber is very active and there are a lot of good things happening.

The Belton Emergency Management banquet was January 29th at Memorial Station. There was great entertainment and a lot of fun. Everyone was enamored with the facility.

CITY MANAGER'S REPORT:

Mr. Trivitt distributed flyers to the Council that will be in the utility bills which is basic information on the tax continuation ballot issue. We will also have it on the city website.

Councilman Von Behren suggested there also be a link on Facebook. Mr. Trivitt said that is part of the plan.

Mr. Trivitt distributed a survey compensation study for elected officials that might help give them a perspective on some things. It will be placed on a work session for discussion. He said the Council needs to keep in mind that salary decisions for elected officials establishing a new salary has to be set in place before a person is elected to office. There are a few options: 1) establish a date for it to go into effect and as some Council member come on it will go into effect. 2) establish a date certain 2-3 years from now to set it in with an ordinance. The Council should make a decision over the next five weeks.

Jeff Fisher, Public Works Director, announced that Mullen Road will be closing starting on February 10 for 45 days to replace a culvert. It will be closed at Springdale Lake but High Blue Wellness Center can still accessed.

Jay Leipzig announced that the City will be welcoming the Hobby Lobby opening at 9:00 a.m. on Presidents Day, February 15. Hopefully, we will have a great turnout.

OTHER BUSINESS:

Councilman Trutzel suggested there should be something every month in the utility bills on general information of interest for the citizens.

Councilman Von Behren asked Jeff Fisher, Public Works Director, to take a look at the stop lights at 163rd and I- 49 as it appears the timing is off.

Being no further business, Councilman Lathrop moved to adjourn at 8:06 P.M. Councilman Von Behren seconded. All present voted in favor. Councilman Hoag absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION VI
B



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

Agenda Date February 23, 2016

Division Administration

Council Regular Meeting Work Session Special Session

Approvals

City Manager Department Director Attorney Finance Director Engineer

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

Proposed City Council Motion

Motion approving the purchase of a new phone system in the amount of \$20,277.10 for City Hall, the Annex, the Water Shop, and the Street Barn, by way of the Mitel NJPA Contract #040314-MBS, a cooperative purchasing program that the State of Missouri belongs to and the City of Belton can take advantage of.

Background

The phone system at City Hall, the Annex, the Water Shop, and Street Barn is no longer supported for maintenance because of its age. Money was budgeted for the purchase of a new phone system. The proposal is to utilize the State of Missouri's Cooperative Purchasing Program and acquire a phone system through Electronic Office Systems. City staff previewed the proposed Mitel System and was impressed with its functionality. Electronic Office Systems provided our current phone system over 10 years ago and their service and response times have been very good.

Impact/Analysis

FINANCIAL IMPACT

Contractor	Electronic Office Systems
Amount of Request/Contract	\$ 20,277.10
Amount Budgeted	\$ 25,000.00
Funding Source	Capital Outlay 440
Additional Funds	\$
Funding Source	
Encumbered	\$
Funds Remaining	\$

List of reference documents attached

Quote from Electronic Office Systems, Inc.

City of Belton - February 17, 2016 - IP Phone System

Partner ELECTRONIC OFFICE SYSTEMS. INC. (0000138121)
 Quote Ref 69388-1454361839

This quote is based on the Mitel NJPA contract #040314-MBS
 Purchase orders resulting from this quote **may be written to Mitel NJPA Selling Agent** or Mitel Business Systems, Inc. directly per the ordering instructions below.
NJPA contract number 040314-MBS must be referenced on any PO resulting from this quote.
 Membership and contract information is available at www.njpacoop.org

Invoice Address

Company City of Belton

MiVoice Office 250

Part No.	Description	Qty	List	Ext. List	% Cust I	Cust Price	Ext Cust
MiVoice Office 250 - Core Hardware, System Software and Licenses							
50006500	2GB Compact Flash MiVoice Office NA	1	120.00	120.00	0.00	120.00	120.00
52002686	MiVoice Office IP Base Kit no CF	1	1,995.00	1,995.00	38.00	1,236.90	1,236.90
	1 x 580.1003 MT5000 HX Controller Chassis Only						
	1 x 580.3000 MT5000 HX Processor Mdl (HPM)						
	16 x 840.0416 MiVoice Office License - IP Phone Cat D						
	1 x 840.0844 MiVoice Office License - Dyn Ext Express						
	1 x 50006271 PWR CRD C13 10A 125V - NA Plug						
	1 x 580.9126 MT5000 HX Ctrl Pwr Sup 120W 24VDC 5A						
	4 x 840.0411 LICENSE INTL5000 BVM SINGLE PT						
	1 x 999.9000 999.9000						
	1 x 54005357 MiVoice Office License UVM E-mail Synch						
	1 x 54005359 MiVoice Office License - Meet-Me Conf						
	1 x 54005399 MiVoice Office License Hot Desk						
580.2100	MT5000 Single Line Mdl (SLM-4) for CS/HX	1	460.00	460.00	38.00	285.20	285.20
580.2702	MT5000 Dual T1/E1/PRI (T1M-2) for CS/HX	1	1,000.00	1,000.00	38.00	620.00	620.00
840.0320	MiVoice Office License - Syst OAI Events	1	420.00	420.00	38.00	260.40	260.40
840.0321	MiVOfc Licnse Syst OAI 3rdParty CallCtrl	1	420.00	420.00	38.00	260.40	260.40
Desktop Devices							
50005712	Cordless Headset & Module Bundle NA DECT	1	470.00	470.00	38.00	291.40	291.40
50006476	5330E IP PHONE	18	395.00	7,110.00	38.00	244.90	4,408.20
50006478	5340E IP PHONE	4	495.00	1,980.00	38.00	306.90	1,227.60
50006580	MiV ConferencePhone(UC360 CollabPt InRm)	1	995.00	995.00	38.00	616.90	616.90
50006634	5320e IP Phone (Backlit)	27	325.00	8,775.00	38.00	201.50	5,440.50
550.5312	ATTENDANT CONSOLE V3.2 SINGLE NODE	1	1,500.00	1,500.00	38.00	930.00	930.00
User Licenses							
840.0416	MiVoice Office License - IP Phone Cat D	33	140.00	4,620.00	38.00	86.80	2,864.40
840.0418	MiVoice Office License - IP Phone Cat F	1	100.00	100.00	38.00	62.00	62.00
Software Assurance and Support							
54005233	Stnd S/W Assurance MiVoice Office Base	1	400.00	400.00	38.00	248.00	248.00
Rebates							
	Make the Move to MiVoice Office 250 Promo	1	0.00	0.00	0.00	-3,589.80	-3,589.80
Total				30,365.00			15,282.10
Install	Install, move to data room, training and config						4,995.00

Grand Total

Grand Total **30,365.00** **20,277.10**

* indicates a non discountable part which may have a suggested MSRP

This quote is good for 90 days from date on file and must renewed thereafter.

Please note the following order requirements:

- * **PO must include Mitel's Prime NJPA Contract number: 040314-MBS**
- * **The NJPA End-User must be noted on PO**
- * **A copy of the End-User's PO referencing the NJPA contract#**
- * A copy of this Quote must accompany the order
- * Shipping and billing instructions;
- * Requested delivery dates
- * Any other special instructions

SECTION VIII
F

BILL NO. 2016-13

ORDINANCE NO.

AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2017 CITY BUDGET, AS REVISED AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.

WHEREAS, Section 12.5 of the Charter of the City of Belton, Missouri requires the City Council to adopt a budget for the city on or before the last day of the month of the fiscal year currently ending for the next fiscal year; and

WHEREAS, the Director of Finance published the public hearing notice in the Cass County Democrat Missourian on February 5, 2016, stating the times and places where copies of the message and budget are available for inspection by the public and the date and time of the public hearing before the City Council.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

Section 1. That the annual budget of the City of Belton, Missouri for the fiscal year beginning April 1, 2016 and ending March 31, 2017, as submitted by the City Manager on January 19, 2016 and as revised by the City Council, is hereby approved.

Section 2. That all budgeted revenues in excess of budgeted expenses in any fund be appropriated to the fund's Rainy Day budgetary line item.

Section 3. That any future budget amendments shall be approved by ordinance of the Council.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME: _____

Mayor Jeff Davis

Approved this ___ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON)SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2016, and thereafter adopted as Ordinance No.2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, after the second reading thereof by the following:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
Of the City of Belton, Missouri

SECTION VIII
G

BILL NO. 2016-14

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS: 42-36, RATES INSIDE THE CITY; 42-38, WATER RATES FOR APPROVED WATER DISTRICTS OR LOCAL GOVERNMENTS; 42-39, RATES FOR WATER CONSUMED OUTSIDE CITY; 42-296, SEWER SYSTEM USER RATES; OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.

WHEREAS, water rates are hereby increased by three percent (3.0%) to cover the increase in the raw water source charges from the water source, Kansas City, Missouri in addition to infrastructure maintenance; and

WHEREAS, sewer rates will remain unchanged at this time.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

Section 1. That Section 42-36 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

Section 42-36. Rates inside city.

(a) Schedule from April 1, 2016: In all residential instances, the rate schedule for water use within the corporate limits beginning April 1, 2016, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$13.08
- (2) Debt service rate -- \$10.21
- (3) Fifteen hundred one (1,501) gallons and over--\$0.9805 per one hundred (100) gallons of metered water.

(b) Schedule from April 1, 2016: In all non-residential instances, the rate schedule for water use within the corporate limits beginning April 1, 2016, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$13.08
- (2) Debt service rate-- \$16.46
- (3) Fifteen hundred one (1,501) gallons and over--\$0.9805 per one hundred (100) gallons of metered water.

Section 2. That Section 42-38 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

Sec. 42-38. Water rates for approved water districts or local governments.

(a) In all instances, the rates for water provided to approved water districts or other local

government entities for resale to their own customers outside the City of Belton, beginning with the April 1, 2016, billing, shall be as follows:

\$0.5843 per one hundred (100) gallons

- (b) The rate established herein shall be available only to those water districts or other local government entities specifically approved by the **City Council** and shall be increased annually, effective April 1, 2016, by no less than the percentage of increase applied to retail water customers, or as otherwise changed by amendment to the City Code.

Section 3. That Section 42-39 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

Section 42-39. Rates for water consumed outside city.

- (a) Schedule from April 1, 2016. In all instances the rates scheduled for water provided by the city outside the city limits for residential household use beginning with the April 1, 2016, billing shall be as follows:

(1) Fifteen hundred (1,500) gallons minimum-- \$15.06

(2) Debt service rate-- \$10.21

(3) Fifteen hundred one (1,501) gallons and over--\$1.1114 per one hundred (100) gallons of metered water.

- (b) Schedule from May 1, 2015. In all instances the rates scheduled for water provided by the city outside the city limits for non-residential use beginning with the May 1, 2015, billing shall be as follows:

(4) Fifteen hundred (1,500) gallons minimum-- \$15.06

(5) Debt service rate-- \$16.46

(6) Fifteen hundred one (1,501) gallons and over--\$1.1114 per one hundred (100) gallons of metered water.

Section 4. That Section 42-296 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

Section 42-296. Sewer system user rates.

- (a) *General.* Each user or contributor shall pay for the services provided by the City of Belton Sewer System based on the sewer user's choice of two calculation methods.

Each user will determine which method of calculation is best for their household. No sewer service shall be furnished or rendered free of charge to any person.

- (1) The volumetric method. Monthly user charges shall be based on water usage as determined by water meter readings during the month.
 - (2) The winter average method. Monthly user charges shall be based on water usage as determined by water meter readings during the month of December, January, and February ("test period") and be effective with cycle billings in May following the test period. Such average water usage thus determined shall remain the basis for determining the contributor's monthly sewer charge until a new average consumption is determined following the next test period. If a residential user or contributor has not established a December, January, and February average, such contributor's user charge shall be the mean charge of all other residential contributors.
- (b) Residential contributors. "Residential contributors" shall mean any contributor to the city's sewer collection system whose structure is exclusively used for domestic dwelling purposes with no more than two (2) dwelling units on each separate water meter. Users of a portion of a structure which portion is separately metered for water use and is used exclusively as a dwelling are also classified as residential contributors. Residential contributors shall not include the users of hotels, motels, boardinghouses, nursing homes, residence halls, or multi-unit residential complexes served by a common water meter or meters. Exceptions may include contributors with a service contract approved by the City Council.
- (c) Nonresidential contributors. For all contributors, including industrial, commercial, or multi-unit residential complexes served by a common water meter or meters, monthly sewer user charges shall be based on the volumetric method of calculation of water usage as determined by water meter readings during the month, except as provided herein.
- (1) If a nonresidential contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter(s) or

separate water meter(s) installed and maintained at the contributor's expense and in a manner acceptable to the city.

- (2) Nonresidential contributors arranging temporary service for a construction site may choose to be charged for monthly sewer charges by either the volumetric method or by the winter average method allowed for residential contributors. The selection of a winter average sewer billing method for temporary construction site services shall be effective until establishment of a permanent service account but in no event longer than twelve (12) monthly billing periods. The selection of either option may not be revoked by the customer after the temporary account is established except as provided herein. The winter average for such temporary services shall be based on the average monthly water usage for all residential customers as may be determined from time to time by the city. The provisions of subparagraph (2) shall not apply to construction sites for expansions or remodeling of an existing permanent sewer service site.

(d) City sewer rates:

- (1) Schedule from July 1, 2013: In all residential instances the rate schedule for sewer use within the corporate limits beginning with the July 1st, 2013 billing shall be as follows:
 - a. Fifteen hundred (1,500) gallons minimum-- \$9.07 volumetric method/\$10.25 winter month average
 - b. Debt service rate-- \$15.33
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over- \$1.0430 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over- \$1.1219 per one hundred (100) gallons of metered water based on the winter average.
- (2) Schedule from July 1, 2013: In all non-residential instances the rate schedule for water use within the corporate limits beginning with the July 2013 billing, shall be as follows:
 - a. Fifteen hundred (1,500) gallons minimum-- \$9.07
 - b. Debt service rate-- \$21.58

- c. Fifteen hundred one (1,501) gallons and over-\$1.0430 per one hundred (100) gallons of metered water.
- (3) Sewer Rates for residential contributors outside city- Schedule from July 1, 2013: In all residential instances the rate schedule for water use outside the corporate limits beginning with the July 2013 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$12.98 volumetric method/\$14.46 winter month average
 - b. Debt service rate-- \$15.33
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.3038 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over-\$1.4027 per one hundred (100) gallons of metered water.
- (4) Sewer Rates for non-residential contributors outside city- Schedule from July 1, 2013: In all non-residential instances the rate schedule for water use outside the corporate limits beginning with the July 2013 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$12.98
 - b. Debt service rate-- \$21.58
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.3038 per one hundred (100) gallons of metered water. Winter month average: not available.

Section 5. Any and all new rates established herein shall be effective with any billing from and after April 1, 2016.

Section 6. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 7. This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME: _____

Mayor Jeff Davis

Approved this ___ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON)SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ___ day of _____, 2016, and thereafter adopted as Ordinance No.2016-___ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2016, after the second reading thereof by the following:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
Of the City of Belton, Missouri

SECTION VIII
H

AN ORDINANCE AUTHORIZING AND ADOPTING AN AMENDMENT TO CHAPTER 2 – ADMINISTRATION, ARTICLE IV – ADMINISTRATIVE PROCEDURES, DIVISION 4 – CITY PROPERTY, SECTION 2-992 – DISPOSITION OF SURPLUS REAL PROPERTY OWNED BY THE CITY IN FEE TO THIRD PARTIES.

WHEREAS, the current codes for disposition of city real property are over burdensome and could prevent the city from taking advantage of a beneficial real estate transaction to promote or enhance public objectives; and

WHEREAS, the proposed amendment provides for the proper balance for disposing of property through the traditional bidding procedures, acting efficiently to manage city owned property and providing flexibility to attract industrial and commercial entities to the city for creation of jobs and other economic development benefits through strategic public land management.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AS FOLLOWS:

SECTION 1. To amend the Section 2-992 heading to read as follows: Disposition of Real Property Owned by the City.

SECTION 2. To amend and replace Section 2-992 with the following amendments in total:

Sec. 2-992. - Disposition of Real Property Owned by the City.

(a) **Applicability and Competitive Bidding.** Except as otherwise provided in this section, real property owned by the city may be sold, traded or leased only when authorized by ordinance and only after competitive bids have been obtained. The real property may be sold, traded or lease only to the person submitting the highest and best bid. The provisions of this section do not apply to disposal of the City of Belton's real property pursuant to sections 34-33 to 34-36 of the City of Belton's Unified Development Code – vacating public ways.

(b) **Definitions.**

Appraisal means a determination of the value of the subject parcel, as determined by a sufficient and acceptable appraisal performed either by city staff or by a qualified licensed appraiser using a commercially reasonable method of appraisal.

Fair market value means the most probable price expressed in terms of money that a property would bring if offered for sale in the open market at an arm's length transaction between a willing seller and a willing buyer.

Subject parcel means city-owned real property under consideration for sale or transfer.

- (c) **Selling or Leasing City Property Without Soliciting Competitive Bids.** City property may be sold, traded or leased without competitive bids in the following circumstances:
- (1) To any person to whom the property has a unique or enhanced value because of its accessibility, configuration, location, size or use;
 - (2) To any adjacent property owner at fair market value as determined by an appraisal;
 - (3) When use of the property is limited to public purposes specified by the council;
 - (4) When the sale, trade or lease is part of a settlement in a condemnation proceeding;
- or
- (5) When the council determines that it is in the public interest to sell, trade or lease the property to a particular person.
- (d) **Leasing Farm Land Owned by the City Without Soliciting Competitive Bids.** Farm land owned by the city may be leased by the City Manager without soliciting competitive bids and without further council authorization under the following circumstances:
- (1) The person seeking to lease the property conducts a farming operation adjacent to the property sought to be lease from the city;
 - (2) The person seeking to lease the property has previously lease the property and has demonstrated good farming practices; or
 - (3) The property was acquired by the city from the person seeking to lease the property.
- (e) **Bidding Procedures for Sale, Trade or Lease of City Property.**
- (1) **Bid notice.** A bid notice (the "bid notice") shall be published in a newspaper of general circulation in the City of Belton once a week for two consecutive weeks and contain, at a minimum, the following information: 1) the location of the subject parcel by using both a legal description of the real property and a description that can be easily understood by the public; 2) the place the bid proposal must be submitted to the city manager; 3) the deadline for submittal of any and all bid proposals; 4) a statement that the city reserves the right to accept or reject any and all bid proposals; and 5) any other information deemed appropriate by the city manager. The city manager may issue the bid notice at any time so long as the bid proposals requested therein are provided to the city council prior to its consideration of an ordinance to approve the sale or transfer of surplus property.
 - (2) **Bid proposal.** Any person or entity may submit a timely, written proposal to acquire the subject parcel ("bid proposal") after the City of Belton issues a bid notice. Every bid proposal must: 1) specifically identify the subject parcel as described in the bid notice; 2) include a statement that it is the bona fide intention of the bidder to purchase the subject parcel; 3) include a dollar amount that the bidder proposes to pay for the subject parcel; and 4) if the bidder wishes to bid something other than money as valuable consideration for the subject parcel, the bid shall specify the consideration that is being bid. The bid proposal must be submitted to the city manager at the time and place directed in the bid notice.
 - (3) **Bid acceptance.** Bid proposals must contain all of the information requested in the bid notice, as well as the bid proposal requirements outlined in subsection (c)(4)b above, in order to be accepted by the city council. The city reserves the right to reject any

and all bid proposals for any reason, and no bid proposal shall be deemed accepted until the city council passes an ordinance approving the final transfer or sale of the subject parcel pursuant to subsection (d)(2) below.

(4) **Alternative process for the transfer or sale of real property.** The City Council may approve an alternative competitive process to the bidding procedures set forth herein for the sale or transfer of real property upon a determination that an alternative competitive process will provide the greatest public benefit.

(f) **City Manager's Request for an Appraisal.** The City Manager may request that an appraisal be prepared at any time prior to the City Council's consideration and/or approval of an ordinance approving the sale or transfer of real property owned by city.

(g) **City Council's Approval to Sell, Trade or Lease Real Property.**

(1) City manager or designee shall have purchase/sale agreement prepared, legal description confirmed and transfer documents prepared prior to presentation to City Council for review and approval.

(2) Unless waived by the City Council or factored in to the purchase price, all costs incurred by the City related to the sale or disposition of surplus property shall be paid by the purchaser/transferee. The City Manager may require a deposit to cover such costs as a condition of the purchase/sales contract.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

SECTION VIII
I



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 23, 2016

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

The existing On-Call Engineering Professional Service Agreements are to expire in February of this year. Staff has been working toward selecting engineering and professional consulting firms for the City to contract with under an On-Call Engineering and Professional Services Agreement. Staff advertised the Request for Qualifications (RFQ) on December 8, 2015 and received Qualification Packets on January 11, 2016 from 28 interested consulting firms. Staff interviewed 10 of the firms from January 21-27, 2016. Staff is recommending that six of the 10 firms that were interviewed be awarded contracts for on-call engineering professional services.

Kruger Technologies, Inc. and Terracon provide geotechnical and construction testing services and are recommended to provide those specific services.

In total, Staff is recommending that the City contract with the following eight highly qualified firms:

- Burns & McDonnell/CAS, LLC
- CDM Smith, Inc.
- Hg Consult, Inc.
- Kruger Technologies, Inc.
- Olsson Associates
- Terracon Consultants Inc.
- TranSystems Corporation
- TREKK Design Group, LLC

The above listed firms can provide a wide-range of services to the City including but not limited to transportation engineering and planning, utility design of water, wastewater, and stormwater infrastructure, surveying, geotechnical, architectural, facility, planning, financial, structural, and public education and outreach services.

PROPOSED CITY COUNCIL MOTION:

At the February 23, 2016 City Council Regular Meeting, approve the first reading of ordinances of the City of Belton, Missouri authorizing and approving On-Call Engineering Professional Services Agreements with **Burns & McDonnell/CAS, LLC; CDM Smith, Inc.; HG Consult, Inc.; Kruger Technologies, Inc.; Olsson Associates; Terracon Consultants, Inc.; TranSystems Corporation; and TREKK Design Group, LLC.**

BACKGROUND:

Prior to 2011, the Public Works Department had made it a practice to select engineering consultants per task or project. On February 8, 2011, City Council approved and contracted with the following four consultants in order to provide on-call engineering professional services: DRG (Alfred Benesch), Olsson Associates, TranSystems, and TREKK. The on-call format of the contracts has been very successful for the City in multiple ways including responsiveness to demands, increased flexibility, and streamlined administrative processes. Continuation of utilizing on-call contracts is recommended by staff in order to maintain efficiency.

Staff also used this RFQ process to receive Qualification Packets from several architectural firms for on-call services. Interviews and selections are on-going and recommendations by the Directors of Public Works and Community and Economic Development will be presented to City Council in the future.

IMPACT/ANALYSIS:

Task Agreements will be utilized and the current Purchasing Policy per the City of Belton Code of Ordinances will be followed.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the February 23, 2016 City Council Regular Meeting, approve the first reading of ordinances of the City of Belton, Missouri authorizing and approving On-Call Engineering Professional Services Agreements with **Burns & McDonnell/CAS, LLC; CDM Smith, Inc.; HG Consult, Inc.; Kruger Technologies, Inc.; Olsson Associates; Terracon Consultants, Inc.; TranSystems Corporation; and TREKK Design Group, LLC.**

LIST OF REFERENCE DOCUMENTS ATTACHED:

Burns & McDonnell/ CAS, LLC Ordinance and Agreement
CDM Smith, Inc. Ordinance and Agreement
HG Consult, Inc. Ordinance and Agreement
Kruger Technologies, Inc. Ordinance and Agreement
Olsson Associates Ordinance and Agreement
Terracon Consultants, Inc. Ordinance and Agreement
TranSystems Corporation Ordinance and Agreement
TREKK Design Group, LLC Ordinance and Agreement

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **BURNS & MCDONNELL / CAS, LLC.**

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, staff advertised the Request for Qualifications (RFQ) for On-Call Engineering and Professional Services for the City of Belton Missouri on December 8, 2015. Specific areas of expertise that staff requested Qualifications Packets on were as follows:

- Transportation Engineering and Planning
- Utility Infrastructure Improvements including design and engineering services for water distribution, stormwater, and wastewater collection systems
- Stormwater management and water resources
- Geotechnical engineering and geologic consulting services
- Surveying services
- General community planning services
- Architectural services; and

WHEREAS, January 11, 2016 was the deadline for consultants to submit Qualifications Packets for consideration of the On-Call Engineering and Professional Services and staff received Qualifications Packets from 28 interested consulting firms; and

WHEREAS, staff interviewed 10 of the firms from January 21-27, 2016 and shortlisted the specialty firms (KTI and Terracon – geotechnical services); and

WHEREAS, staff recommends that the City contract with the following eight highly qualified firms: Burns & McDonnell, CDM Smith, Hg Consult, KTI, Olsson Associates, Terracon, TranSystems, and TREKK.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

- SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of engineering and designing the construction and maintenance of public improvements which are for the benefit of the citizens of the City.
- SECTION 2. That the City of Belton, Missouri shall approve and authorize an On-Call Engineering Professional Services Agreement with **Burns & McDonnell / CAS, LLC** as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.
- SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.
- SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

EXHIBIT A

BURNS & MCDONNELL AGREEMENT



CITY OF BELTON
PUBLIC WORKS DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("CITY"), and Burns & McDonnell / CAS, LLC, a _____, authorized to conduct business in Missouri and located at _____ ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 On-Call Professional Services.

The engineering consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Professional shall perform civil and environmental engineering and related professional services for projects involving the planning, construction, reconstruction or rehabilitation of roadways and utility infrastructure facilities; stormwater management and water and other natural resources; related land use and public involvement services; and to otherwise assist the City in completing selected engineering and Capital Improvement Projects. In addition services may include various engineering consulting services such as, but not limited to, general consulting, design and planning studies, development plan review, policy and criteria review and development, state and federal compliance assistance, surveying, construction observation/inspection and management, and attendance at City meetings.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of Professionals on a cooperative/collaborative basis as needed to complete engineering services for particular assignments.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in Attachment 1, attached hereto. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each

Task Agreement shall govern the parties' rights and obligations with respect to each assignment. Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

- B. Each Task Agreement shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council Approval, and according to the most current policy as stated in the City of Belton's Code of Ordinances.
- C. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- D. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- E. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- F. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.
- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement, or their designee pursuant to the terms of a Task Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement and a related Task Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.

- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein and subject to an annual Professional Services Performance Appraisal, this Agreement shall remain in force for a period of three (3) years. Performance Appraisals of the Professional shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Performance Appraisal form is attached hereto as **Attachment 2**. The Director of Public Works is authorized to extend the Agreement for two (2) subsequent one-year periods. The total term of the Agreement shall not exceed five (5) years.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Agreement using the Schedule of Hourly Rates attached hereto in **Attachment 3**:
 - a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **Attachment 3**. Professional and the Professional's approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually. The Professional will submit the revised Schedule of Hourly Rates and Expenses to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1st of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Agreements. In the event the revised Schedule of Hourly Rates and Expenses is not approved, Professional and City shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Agreements during negotiations.
 - b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment
 - c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

d. Project-related federal, state and local permit costs will be paid for directly by the City.

B. Method of Payment.

a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement attributable to each Task Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

C. Condition Precedent to Payment.

a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and

b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of a Task Agreement pursuant to this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of a Task Agreement pursuant to this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

Jeff Fisher, Director of Public Works, 506 Main Street, Belton, MO 64012

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and any Task Agreements. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Professional Services Performance Appraisal
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Enrollment if Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability
 - iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000

- iv. No Contractual Liability Limitation Endorsement
- v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- Workers Compensation Statutory
- Employers Liability
- \$100,000 accident with limits of:
- \$500,000 disease-policy limit
- \$100,000 disease-each employee

c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in **Attachment 4** or its equivalent.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by City, it is the responsibility of Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the

required insurance in effect, City may order Professional to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
 - a. Property descriptions for right-of-way acquisition, including easements and exhibits;
 - b. Preliminary and final plans, reports, exhibits, models, renderings, and other information hard copy, electronic file, or any reproducible media as requested by the City;
 - c. Construction drawings in both a 24" x 36" format and a reduced 11" x 17" format, on paper and reproducible media as requested by the City;
 - d. Survey maps and placement of monuments as required by the City;

- e. As-built record drawings hard copy, electronic file, or any reproducible media as requested by the City;
- f. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results;
- g. Land use permit applications; and
- h. Complete permit applications from other agencies.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.

- B. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the

effective date of termination, terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement, or any specific Task Agreement, is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

- a. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City
- b. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement, or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 Default and Remedies.

If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.11 Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Professional to which the same may apply and, until complete performance by Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 2.12 Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 2.14 Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 2.15 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.
- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Tax Compliance.

If applicable, Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

Sec. 2.18 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, Attachment 5, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.19 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.20 Conflicts of Interest.

Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Professional in this Agreement.

Sec. 2.21 Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Professional.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Professional this _____ day of _____, 20_____.

Executed by City this _____ day of _____, 20_____.

BELTON, MISSOURI

Address and facsimile number of City

Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of

Professional:

By: _____

Printed Name: Jeff Davis

Title: Mayor

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: _____

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

Attachment 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No:	Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	--------------------	--

Project Title:

Contractor/Consultant (including subs):	Division and Staff Project Manager:
---	-------------------------------------

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
-------------------------------------	----------------------------------

PROJECT Scope (can be in the form of an attachment):

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager:	Company Principal (if different):
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

Project Type:	Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Project Discipline(s):	Transportation	Planning	Water	Wastewater	Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20_____.

Attach scope of work, budget, and other supporting material.

Attachment 2

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: _____ Date: _____

What type of activities was this provider responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

Attachment 3

Schedule of Hourly Rates and Expenses

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$59.00
Technician*	6	\$72.00
Assistant*	7	\$81.00
	8	\$112.00
	9	\$130.00
Staff*	10	\$146.00
	11	\$159.00
Senior	12	\$175.00
	13	\$194.00
Associate	14	\$204.00
	15	\$215.00
	16	\$220.00
	17	\$225.00

Unit Cost Rates

<u>Description</u>	<u>Unit Cost</u>
Flow Meter Installation	\$500.00/each
Flow Monitoring/Weekly Interrogation	\$55.00/meter-day
Rain Gauge Monitoring	\$12.00/gauge-day

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2016, and are subject to revision thereafter.



Certificate of Insurance

Public Works Department
 520 Main Street
 Belton, Missouri 64012

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	A
NAME AND ADDRESS OF INSURED	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises --Operations <input type="checkbox"/> Explosions and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury			Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury Property Damage Combined	\$	\$
				Applies to Products/Completed Operations Hazard		\$ (Personal Injury)
	Auto Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned			Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Occurrence)	\$	
				Property Damage	\$	
				Bodily Injury and Property Damage Combined	\$	
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$	\$
	Worker's Compensation and Employers' Liability Other			Statutory		
					\$	(Each Accident)

The City of Belton, Missouri is named as an Additional Insured.

Location:	Description of Operations:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail _____ days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
 City of Belton, Missouri
 Public Works Department
 520 Main Street
 Belton, Missouri 64012

Date Issued: _____

 Authorized Representative

Attachment 5
Affidavit of Enrollment in Federal Work Authorization Program

Comes now _____ (Name) as
_____ (Position Held) first being duly sworn, on my oath, affirm
_____ (Company Name) is enrolled and will continue to participate in a
federal work authorization program in respect to employees that will work in connection with the
contracted services related to the On-Call Professional Services Agreement for the duration of the
Agreement, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that _____ (Company Name) does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that
false statements made in this filing are subject to the penalties provided under Section 575.040,
RSMo).***

Signature (Person with Authority)

Printed Name

Title (Person with Authority)

Date

Subscribed and sworn to me before this _____ day of _____, 20____. I am
commissioned, and affix my official seal, as a notary public within the County of _____,
State of _____, and my commission expires on _____
20____.

Signature of Notary
(Affix Seal)

Date

SECTION VIII
J

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC.

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, staff advertised the Request for Qualifications (RFQ) for On-Call Engineering and Professional Services for the City of Belton Missouri on December 8, 2015. Specific areas of expertise that staff requested Qualifications Packets on were as follows:

- Transportation Engineering and Planning
- Utility Infrastructure Improvements including design and engineering services for water distribution, stormwater, and wastewater collection systems
- Stormwater management and water resources
- Geotechnical engineering and geologic consulting services
- Surveying services
- General community planning services
- Architectural services; and

WHEREAS, January 11, 2016 was the deadline for consultants to submit Qualifications Packets for consideration of the On-Call Engineering and Professional Services and staff received Qualifications Packets from 28 interested consulting firms; and

WHEREAS, staff interviewed 10 of the firms from January 21-27, 2016 and shortlisted the specialty firms (KTI and Terracon – geotechnical services); and

WHEREAS, staff recommends that the City contract with the following eight highly qualified firms: Burns & McDonnell, CDM Smith, Hg Consult, KTI, Olsson Associates, Terracon, TranSystems, and TREKK.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

- SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of engineering and designing the construction and maintenance of public improvements which are for the benefit of the citizens of the City.
- SECTION 2. That the City of Belton, Missouri shall approve and authorize an On-Call Engineering Professional Services Agreement with **CDM Smith, Inc.** as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.
- SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.
- SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

EXHIBIT A

CDM SMITH AGREEMENT



CITY OF BELTON
PUBLIC WORKS DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("CITY"), and CDM Smith Inc., a _____, authorized to conduct business in Missouri and located at _____ ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 On-Call Professional Services.

The engineering consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Professional shall perform civil and environmental engineering and related professional services for projects involving the planning, construction, reconstruction or rehabilitation of roadways and utility infrastructure facilities; stormwater management and water and other natural resources; related land use and public involvement services; and to otherwise assist the City in completing selected engineering and Capital Improvement Projects. In addition services may include various engineering consulting services such as, but not limited to, general consulting, design and planning studies, development plan review, policy and criteria review and development, state and federal compliance assistance, surveying, construction observation/inspection and management, and attendance at City meetings.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of Professionals on a cooperative/collaborative basis as needed to complete engineering services for particular assignments.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in Attachment 1, attached hereto. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each

Task Agreement shall govern the parties' rights and obligations with respect to each assignment. Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

- B. Each Task Agreement shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council Approval, and according to the most current policy as stated in the City of Belton's Code of Ordinances.
- C. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- D. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- E. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- F. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.
- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement, or their designee pursuant to the terms of a Task Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement and a related Task Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.

- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein and subject to an annual Professional Services Performance Appraisal, this Agreement shall remain in force for a period of three (3) years. Performance Appraisals of the Professional shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Performance Appraisal form is attached hereto as **Attachment 2**. The Director of Public Works is authorized to extend the Agreement for two (2) subsequent one-year periods. The total term of the Agreement shall not exceed five (5) years.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Agreement using the Schedule of Hourly Rates attached hereto in **Attachment 3**:
 - a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **Attachment 3**. Professional and the Professional's approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually. The Professional will submit the revised Schedule of Hourly Rates and Expenses to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1st of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Agreements. In the event the revised Schedule of Hourly Rates and Expenses is not approved, Professional and City shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Agreements during negotiations.
 - b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment
 - c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

d. Project-related federal, state and local permit costs will be paid for directly by the City.

B. Method of Payment.

a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement attributable to each Task Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

C. Condition Precedent to Payment.

a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and

b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of a Task Agreement pursuant to this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of a Task Agreement pursuant to this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

Jeff Fisher, Director of Public Works, 506 Main Street, Belton, MO 64012

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and any Task Agreements. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Professional Services Performance Appraisal
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Enrollment if Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability
 - iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000

- iv. No Contractual Liability Limitation Endorsement
- v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in **Attachment 4** or its equivalent.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by City, it is the responsibility of Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the

required insurance in effect, City may order Professional to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
 - a. Property descriptions for right-of-way acquisition, including easements and exhibits;
 - b. Preliminary and final plans, reports, exhibits, models, renderings, and other information hard copy, electronic file, or any reproducible media as requested by the City;
 - c. Construction drawings in both a 24" x 36" format and a reduced 11" x 17" format, on paper and reproducible media as requested by the City;
 - d. Survey maps and placement of monuments as required by the City;

- e. As-build record drawings hard copy, electronic file, or any reproducible media as requested by the City;
- f. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results;
- g. Land use permit applications; and
- h. Complete permit applications from other agencies.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.

- B. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the

effective date of termination, terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement, or any specific Task Agreement, is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

- a. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City
- b. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement, or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 Default and Remedies.

If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.11 Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Professional to which the same may apply and, until complete performance by Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 2.12 Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 2.14 Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 2.15 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.
- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Tax Compliance.

If applicable, Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

Sec. 2.18 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, Attachment 5, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.19 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.20 Conflicts of Interest.

Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Professional in this Agreement.

Sec. 2.21 Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Professional.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Professional this _____ day of _____, 20____.

Executed by City this _____ day of _____, 20____.

BELTON, MISSOURI

Address and facsimile number of City
Department:

Public Works Department
City Hall Annex
520 Main Street
Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of
Professional:

By: _____

Printed Name: Jeff Davis

Title: Mayor

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: _____

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

Attachment 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No:	Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	--------------------	---

Project Title:

Contractor/Consultant (including subs):	Division and Staff Project Manager:
---	-------------------------------------

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
-------------------------------------	----------------------------------

PROJECT Scope (can be in the form of an attachment):

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager:	Company Principal (if different):
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

Project Type:	Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Project Discipline(s):	Transportation	Planning	Water	Wastewater	Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.

Attach scope of work, budget, and other supporting material.

Attachment 2

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: _____ Date: _____

What type of activities was this provider responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

Attachment 3

Schedule of Hourly Rates and Expenses

Effective: January 1, 2016
Expires: December 31, 2016

<u>Labor Categories</u>	<u>Hourly Labor Rates</u>
Engineer (Level 1-2)	\$ 80 to \$145
Engineer (Level 3-4)	\$108 to \$191
Engineer (Level 5-6)	\$142 to \$224
Engineer (Level 7-8)	\$162 to \$255
Project Manager (PM)	\$181 to \$290
Principal (PIC)	\$221 to \$340
Drafter (Level 1-2)	\$ 56 to \$102
Drafter (Level 3-4)	\$ 73 to \$128
Drafter (Level 5-6)	\$ 89 to \$145
Drafter (Level 7-8)	\$106 to \$162
Administrative Assistant	\$ 56 to \$145
Contract Administrator	\$ 73 to \$161

Reimbursable Expenses

- Printing/copying for hardcopy deliverables
- Travel expenses (mileage at current Federal approved rate. Additional travel related expenses as required for meals, hotel, car rental and airfare)
- Specialized equipment rental



Certificate of Insurance

Public Works Department
 520 Main Street
 Belton, Missouri 64012

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	A
NAME AND ADDRESS OF INSURED	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises --Operations <input type="checkbox"/> Explosions and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury			Bodily Injury Property Damage	\$ \$	\$ \$
	Auto Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned			Bodily Injury (Each Person) Bodily Injury (Each Occurrence) Property Damage Bodily Injury and Property Damage Combined	\$ \$ \$ \$	
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$ \$	\$ \$
	Worker's Compensation and Employers' Liability Other			Statutory	\$	\$ (Each Accident)

The City of Belton, Missouri is named as an Additional Insured.

Location:	Description of Operations:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail _____ days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
 City of Belton, Missouri
 Public Works Department
 520 Main Street
 Belton, Missouri 64012

Date Issued: _____

 Authorized Representative

Attachment 5
Affidavit of Enrollment in Federal Work Authorization Program

Comes now _____ (Name) as
_____ (Position Held) first being duly sworn, on my oath, affirm
_____ (Company Name) is enrolled and will continue to participate in a
federal work authorization program in respect to employees that will work in connection with the
contracted services related to the On-Call Professional Services Agreement for the duration of the
Agreement, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that _____ (Company Name) does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature (Person with Authority)

Printed Name

Title (Person with Authority)

Date

Subscribed and sworn to me before this _____ day of _____, 20____. I am
commissioned, and affix my official seal, as a notary public within the County of _____,
State of _____, and my commission expires on _____,
20____.

Signature of Notary
(Affix Seal)

Date

SECTION VIII
K

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **HG CONSULT, INC.**

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, staff advertised the Request for Qualifications (RFQ) for On-Call Engineering and Professional Services for the City of Belton Missouri on December 8, 2015. Specific areas of expertise that staff requested Qualifications Packets on were as follows:

- Transportation Engineering and Planning
- Utility Infrastructure Improvements including design and engineering services for water distribution, stormwater, and wastewater collection systems
- Stormwater management and water resources
- Geotechnical engineering and geologic consulting services
- Surveying services
- General community planning services
- Architectural services; and

WHEREAS, January 11, 2016 was the deadline for consultants to submit Qualifications Packets for consideration of the On-Call Engineering and Professional Services and staff received Qualifications Packets from 28 interested consulting firms; and

WHEREAS, staff interviewed 10 of the firms from January 21-27, 2016 and shortlisted the specialty firms (KTI and Terracon – geotechnical services); and

WHEREAS, staff recommends that the City contract with the following eight highly qualified firms: Burns & McDonnell, CDM Smith, Hg Consult, KTI, Olsson Associates, Terracon, TranSystems, and TREKK.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

- SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of engineering and designing the construction and maintenance of public improvements which are for the benefit of the citizens of the City.
- SECTION 2. That the City of Belton, Missouri shall approve and authorize an On-Call Engineering Professional Services Agreement with **HG Consult, Inc.** as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.
- SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.
- SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

EXHIBIT A

HG CONSULT AGREEMENT



CITY OF BELTON
PUBLIC WORKS DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional Charter City ("CITY"), and Hg Consult, Inc., a Missouri Corporation, authorized to conduct business in Missouri and located at 10512 N. Euclid Avenue, Kansas City, MO 64155 ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 On-Call Professional Services.

The engineering consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Professional shall perform civil and environmental engineering and related professional services for projects involving the planning, construction, reconstruction or rehabilitation of roadways and utility infrastructure facilities; stormwater management and water and other natural resources; related land use and public involvement services; and to otherwise assist the City in completing selected engineering and Capital Improvement Projects. In addition services may include various engineering consulting services such as, but not limited to, general consulting, design and planning studies, development plan review, policy and criteria review and development, state and federal compliance assistance, surveying, construction observation/inspection and management, and attendance at City meetings.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of Professionals on a cooperative/collaborative basis as needed to complete engineering services for particular assignments.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in Attachment 1, attached hereto. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each

Task Agreement shall govern the parties' rights and obligations with respect to each assignment. Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

- B. Each Task Agreement shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council Approval, and according to the most current policy as stated in the City of Belton's Code of Ordinances.
- C. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- D. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- E. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- F. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.
- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement, or their designee pursuant to the terms of a Task Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement and a related Task Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.

- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein and subject to an annual Professional Services Performance Appraisal, this Agreement shall remain in force for a period of three (3) years. Performance Appraisals of the Professional shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Performance Appraisal form is attached hereto as **Attachment 2**. The Director of Public Works is authorized to extend the Agreement for two (2) subsequent one-year periods. The total term of the Agreement shall not exceed five (5) years.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Agreement using the Schedule of Hourly Rates attached hereto in **Attachment 3**:
 - a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **Attachment 3**. Professional and the Professional's approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually. The Professional will submit the revised Schedule of Hourly Rates and Expenses to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1st of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Agreements. In the event the revised Schedule of Hourly Rates and Expenses is not approved, Professional and City shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Agreements during negotiations.
 - b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment
 - c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

d. Project-related federal, state and local permit costs will be paid for directly by the City.

B. Method of Payment.

a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement attributable to each Task Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

C. Condition Precedent to Payment.

a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and

b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of a Task Agreement pursuant to this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of a Task Agreement pursuant to this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

Jeff Fisher, Director of Public Works, 506 Main Street, Belton, MO 64012

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

David Kocour, Hg Consult, Inc., 18963 W. 117th Street, Olathe, KS 66061

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and any Task Agreements. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Professional Services Performance Appraisal
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Enrollment if Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability Insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability
 - iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000

- iv. No Contractual Liability Limitation Endorsement
- v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in **Attachment 4** or its equivalent.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by City, it is the responsibility of Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the

required insurance in effect, City may order Professional to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
 - a. Property descriptions for right-of-way acquisition, including easements and exhibits;
 - b. Preliminary and final plans, reports, exhibits, models, renderings, and other information hard copy, electronic file, or any reproducible media as requested by the City;
 - c. Construction drawings in both a 24" x 36" format and a reduced 11" x 17" format, on paper and reproducible media as requested by the City;
 - d. Survey maps and placement of monuments as required by the City;

- e. As-built record drawings hard copy, electronic file, or any reproducible media as requested by the City;
- f. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results;
- g. Land use permit applications; and
- h. Complete permit applications from other agencies.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.

- B. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the

effective date of termination, terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement, or any specific Task Agreement, is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

- a. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City
- b. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement, or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed with 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 Default and Remedies.

If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.11 Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Professional to which the same may apply and, until complete performance by Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 2.12 Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 2.14 Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 2.15 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.
- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Tax Compliance.

If applicable, Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

Sec. 2.18 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, Attachment 5, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.19 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.20 Conflicts of Interest.

Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Professional in this Agreement.

Sec. 2.21 Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Professional.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Professional this _____ day of _____, 20____.

Executed by City this _____ day of _____, 20____.

BELTON, MISSOURI

Address and facsimile number of City

Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of

Professional:

Hg Consult, Inc.

18963 W. 117th Street

Olathe, KS 66061

(816) 256-8584

By: _____

Printed Name: Jeff Davis

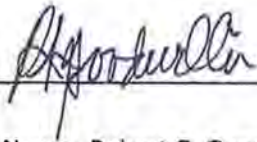
Title: Mayor

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk

(Affix City Seal)

By:  _____

Printed Name: Robert G. Goodwillie

Title: Vice President

Attested By:  _____

Printed Name: David Kocour

Title: Sr. Scientist/Planner

(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

Attachment 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No:	Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	--------------------	---

Project Title:

Contractor/Consultant (including subs):	Division and Staff Project Manager:
---	-------------------------------------

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
-------------------------------------	----------------------------------

PROJECT Scope (can be in the form of an attachment):

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager:	Company Principal (if different):
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

Project Type:	Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Project Discipline(s):	Transportation	Planning	Water	Wastewater	Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20_____.

Attach scope of work, budget, and other supporting material.

Attachment 2

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: _____ Date: _____

What type of activities was this provider responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

Attachment 3

Schedule of Hourly Rates and Expenses



10512 N. Euclid Ave. • Kansas City, MO 64155 • 816.912.4720 • www.HgCons.com

HOURLY RATE SCHEDULE

Effective January 2016
Through December 2016

P1	Principal	\$180
PM1	Project Manager	\$174
PS1	Public Involvement Specialist	\$160
E2	Senior Engineer	\$138
E1	Project Engineer	\$115
PL1	Planner	\$112
D1	Designer	\$105
T1	Engineering Technician	\$84

Note: Other than mileage no other reimbursable expenses are anticipated at this time. Reimbursement for mileage will be charged at the prevailing federal rate. In the event that unanticipated expenses are incurred they will be approved by the City of Belton beforehand and will be charged at cost.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2016

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

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

PRODUCER Marsh Sponsored Programs a division of Marsh USA, Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME:		
	PHONE (A/C, No, Ext):	800-338-1391	FAX (A/C, No): 888-621-3173
	E-MAIL ADDRESS:	aceclientrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A:	Sentinel Insurance Company Ltd	11000
	INSURER B:	Hartford Casualty Insurance Company	29424
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED
HG Consult, Inc
10512 North Euclid Avenue
Kansas City, MO 64155

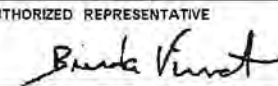
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
-----------	---------------------	------------------

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 SUBR INSR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	84SBWIH3067	01/22/2016	01/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	84SBWIH3067	01/22/2016	01/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$ 10,000		84SBWIH3067	01/22/2016	01/22/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	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/A	84WBG2P6839	02/15/2016	02/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEES 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: On-Call Professional Services Belton, Missouri
 The City of Belton, Missouri is named as additional insured on the above referenced policies when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
--------------------	--------------

The City of Belton, Missouri Attn: Jeff Fisher, DPW 506 Main St Belton, MO 64012	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 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2016

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

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

PRODUCER Marsh Sponsored Programs a division of Marsh USA, Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL: aceclientrequest@marsh.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Co.	NAIC# 31194
INSURED HG Consult, Inc Mr. Bob Goodwillie 10512 North Euclid Avenue Kansas City, MO 64155	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

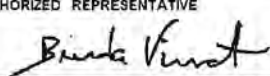
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEES E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Deductible \$10,000			105892971	02/15/2016	02/15/2016	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This policy is not project specific and therefore includes: On-Call Professional Services Belton, Missouri

CERTIFICATE HOLDER **CANCELLATION**

The City of Belton, Missouri Attn: Jeff Fisher, DPW 506 Main St. Belton, MO 64012	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 

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2016

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

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

PRODUCER Marsh Sponsored Programs a division of Marsh USA, Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 E-MAIL: aceclientrequest@marsh.com ADDRESS:	FAX (A/C, No): 888-621-3173													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance Company Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Sentinel Insurance Company Ltd	11000	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC#														
INSURER A: Sentinel Insurance Company Ltd	11000														
INSURER B: Hartford Casualty Insurance Company	29424														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED HG Consult, Inc 10512 North Euclid Avenue Kansas City, MO 64155															

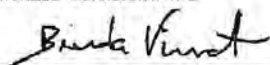
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		84SBWIH3067 Prof. Liab. Excl.	01/27/2016	03/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		84SBWIH3067	01/22/2016	01/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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/A	84WBG2P6839	02/15/2016	02/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEES 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: On-Call Professional Services Belton, Missouri
 The City of Belton, Missouri is named as additional insured on the above referenced policies when required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

The City of Belton, Missouri Attn: Jeff Fisher, DPW 506 Main St Belton, MO 64012	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 
---	---

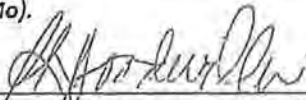
© 1988-2010 ACORD CORPORATION. All rights reserved.

Attachment 5
Affidavit of Enrollment in Federal Work Authorization Program

Comes now ROBERT GOODWILLIE (Name) as VICE PRESIDENT (Position Held) first being duly sworn, on my oath, affirm HG CONSULT, INC. (Company Name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that HG CONSULT, INC. (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).


Signature (Person with Authority)

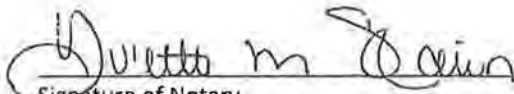
ROBERT GOODWILLIE
Printed Name

VICE PRESIDENT
Title (Person with Authority)

2-10-2016
Date

Subscribed and sworn to me before this 10 day of Feb, 2016. I am commissioned, and affix my official seal, as a notary public within the County of Johnson State of Kansas, and my commission expires on 9-23-2018 2018.




Signature of Notary
(Affix Seal)

2-10-2016
Date

SECTION VIII
L

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH KRUGER TECHNOLOGIES, INC.

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, staff advertised the Request for Qualifications (RFQ) for On-Call Engineering and Professional Services for the City of Belton Missouri on December 8, 2015. Specific areas of expertise that staff requested Qualifications Packets on were as follows:

- Transportation Engineering and Planning
- Utility Infrastructure Improvements including design and engineering services for water distribution, stormwater, and wastewater collection systems
- Stormwater management and water resources
- Geotechnical engineering and geologic consulting services
- Surveying services
- General community planning services
- Architectural services; and

WHEREAS, January 11, 2016 was the deadline for consultants to submit Qualifications Packets for consideration of the On-Call Engineering and Professional Services and staff received Qualifications Packets from 28 interested consulting firms; and

WHEREAS, staff interviewed 10 of the firms from January 21-27, 2016 and shortlisted the specialty firms (Kruger Technologies, Inc. [KTI] and Terracon – geotechnical services); and

WHEREAS, staff recommends that the City contract with the following eight highly qualified firms: Burns & McDonnell, CDM Smith, Hg Consult, KTI, Olsson Associates, Terracon, TranSystems, and TREKK.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of engineering and designing the construction and maintenance of public improvements which are for the benefit of the citizens of the City.

SECTION 2. That the City of Belton, Missouri shall approve and authorize an On-Call Engineering Professional Services Agreement with **Kruger Technologies, Inc.** as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

EXHIBIT A

KTI AGREEMENT



CITY OF BELTON
PUBLIC WORKS DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("CITY"), and Kruger Technologies, Inc., a _____, authorized to conduct business in Missouri and located at _____ ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 On-Call Professional Services.

The engineering consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Professional shall perform civil and environmental engineering and related professional services for projects involving the planning, construction, reconstruction or rehabilitation of roadways and utility infrastructure facilities; stormwater management and water and other natural resources; related land use and public involvement services; and to otherwise assist the City in completing selected engineering and Capital Improvement Projects. In addition services may include various engineering consulting services such as, but not limited to, general consulting, design and planning studies, development plan review, policy and criteria review and development, state and federal compliance assistance, surveying, construction observation/inspection and management, and attendance at City meetings.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of Professionals on a cooperative/collaborative basis as needed to complete engineering services for particular assignments.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in Attachment 1, attached hereto. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each

Task Agreement shall govern the parties' rights and obligations with respect to each assignment. Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

- B. Each Task Agreement shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council Approval, and according to the most current policy as stated in the City of Belton's Code of Ordinances.
- C. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- D. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- E. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- F. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.
- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement, or their designee pursuant to the terms of a Task Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement and a related Task Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.

- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein and subject to an annual Professional Services Performance Appraisal, this Agreement shall remain in force for a period of three (3) years. Performance Appraisals of the Professional shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Performance Appraisal form is attached hereto as **Attachment 2**. The Director of Public Works is authorized to extend the Agreement for two (2) subsequent one-year periods. The total term of the Agreement shall not exceed five (5) years.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Agreement using the Schedule of Hourly Rates attached hereto in **Attachment 3**:
 - a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **Attachment 3**. Professional and the Professional's approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually. The Professional will submit the revised Schedule of Hourly Rates and Expenses to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1st of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Agreements. In the event the revised Schedule of Hourly Rates and Expenses is not approved, Professional and City shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Agreements during negotiations.
 - b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment
 - c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

d. Project-related federal, state and local permit costs will be paid for directly by the City.

B. Method of Payment.

a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement attributable to each Task Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

C. Condition Precedent to Payment.

- a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and
- b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of a Task Agreement pursuant to this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of a Task Agreement pursuant to this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

Jeff Fisher, Director of Public Works, 506 Main Street, Belton, MO 64012

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and any Task Agreements. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Professional Services Performance Appraisal
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Enrollment if Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability
 - iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000

- iv. No Contractual Liability Limitation Endorsement
- v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- Workers Compensation Statutory
- Employers Liability
- \$100,000 accident with limits of:
- \$500,000 disease-policy limit
- \$100,000 disease-each employee

c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in **Attachment 4** or its equivalent.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by City, it is the responsibility of Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the

required insurance in effect, City may order Professional to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
 - a. Property descriptions for right-of-way acquisition, including easements and exhibits;
 - b. Preliminary and final plans, reports, exhibits, models, renderings, and other information hard copy, electronic file, or any reproducible media as requested by the City;
 - c. Construction drawings in both a 24" x 36" format and a reduced 11" x 17" format, on paper and reproducible media as requested by the City;
 - d. Survey maps and placement of monuments as required by the City;

- e. As-built record drawings hard copy, electronic file, or any reproducible media as requested by the City;
- f. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results;
- g. Land use permit applications; and
- h. Complete permit applications from other agencies.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.

- B. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the

effective date of termination, terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement, or any specific Task Agreement, is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

- a. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City
- b. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement, or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 Default and Remedies.

If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.11 Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Professional to which the same may apply and, until complete performance by Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 2.12 Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 2.14 Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 2.15 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.
- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Tax Compliance.

If applicable, Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

Sec. 2.18 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, Attachment 5, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.19 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.20 Conflicts of Interest.

Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Professional in this Agreement.

Sec. 2.21 Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Professional.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Professional this _____ day of _____, 20____.

Executed by City this _____ day of _____, 20____.

BELTON, MISSOURI

Address and facsimile number of City

Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of

Professional:

By: _____

By: _____

Printed Name: Jeff Davis

Printed Name: _____

Title: Mayor

Title: _____

Attested By: _____

Attested By: _____

Printed Name: Patti Ledford

Printed Name: _____

Title: City Clerk

(Affix City Seal)

Title: _____

(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri

(date)

Attachment 1



City of Belton – Public Works Task Agreement

Contract:									
Ordinance or Resolution:	Task Agreement No:				Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:				
Project Title:									
Contractor/Consultant (including subs):					Division and Staff Project Manager:				
Project Management Manual reviewed:					Attachments (Gantt Chart, etc.):				
PROJECT Scope (can be in the form of an attachment):									
Staff Signatures					Partner Signatures				
Director of Public Works: Jeff Fisher		City Manager: Ron Trivitt			Project Manager:			Company Principal (if different):	
Signature: _____ Date: _____		Signature: _____ Date: _____			Signature: _____ Date: _____			Signature: _____ Date: _____	
Project Type:	Design		Construction		Property Acquisition		Conceptual – Problem Solving		Surveying
Project Discipline(s):	Transportation		Planning		Water		Wastewater		Stormwater
Report(s) Received:									
Work on File:									
This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the ____ day of _____, 20____.									

Attach scope of work, budget, and other supporting material.

Attachment 2

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: _____ Date: _____

What type of activities was this provider responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

KRUGER TECHNOLOGIES, INC.

Proposal

8271 Melrose Drive
 Lenexa, KS 66215
 (913) 498-1114
www.ktionline.com

Project: On-Call Engineering and Professional Services
Location: Belton, Missouri

Proposal Number: 16GT028
Proposal Date: 2/12/2016

Name: Mr. Jeff Fisher
Company: City of Belton, MO
Address: 520 Main Street
 Belton, MO 64012

KTI is submitting the following schedule of rates for geotechnical exploration, laboratory testing and engineering services for the above referenced project.

Category	Field Services	Rate
Mobilization	Mobilize Drilling Rig and Crew	500.00
Mobilization	Mobilize Support Vehicle	150.00
Coordination	Field Coordination	60.00
Coordination	Field Engineer	92.50
Pavement	Pavement Coring Technician, per hour	50.00
Pavement	Pavement Coring, Electric Core Drill, per day	100.00
Pavement	Grout Bore Holes, per lineal foot	10.00
Borings	Sample Borings, per lineal foot	15.00
Borings	Bedrock Core, per foot	50.00
Borings	Grout Core Holes, per foot	10.00
Hand Auger	Hand Auger Technician, per hour	50.00

Category	Laboratory Investigations	Rate
Soils	Swell - C2435	150.00
Soils	Consolidation/Swell - C2435 with time rate	250.00
Soils	Std Proctor - D698 Type AB	170.00
Soils	Std Proctor - D698 Type AB with fly ash lime	250.00
Soils	Atterberg Limits - D4318, 1 point	69.00
Soils	Moisture/Density	21.50
Soils	Unconfined Compressive Strength (soil) D2166 stress strain	70.00
Soils	Unconfined Compressive Strength (rock) D2166 peak strength	66.00
Soils	Grain Size Analysis (Hydrometer) - D422	130.00
Soils	California Bearing Ratio - D1883	179.00
Soils	Corrosivity - Full Series	215.00
Soils	Permeability, Fixed Wall, Falling Head - D5084	250.00
Soils	Triaxial Compression Q (uu) Test - D2850 one point	100.00
Soils	Triaxial Compression (cu) Test - D4767 one point	300.00
Soils	Hydraulic Conductivity Test - D508X	250.00
Soils/Aggregate	Wash Sieve #200 - D1140	40.00
Soils/Aggregate	Specific Gravity - D854	100.00
Aggregate	Sieve Analysis - C136 fine aggregate	65.00
Aggregate	Sieve Analysis - C136 coarse aggregate	90.00

Kruger Technologies, Inc.

Kansas City | Whiteman Air Force Base | Fort Riley | Fort Leonard Wood | Wichita
 Learn more at www.ktionline.com

Category	Consultation Services	Amount
Engineer	Principal - Professional Engineer	150.00
Engineer	Professional Engineer	125.00
Engineer	Staff Engineer	92.50
Engineer	Environmental Manager	92.50
Engineer	Draftsperson / Data Entry	60.00
Admin	Admin/Report Generation	40.00

Kruger Technologies, Inc.

Kansas City | Whiteman Air Force Base | Fort Riley | Fort Leonard Wood | Wichita
 Learn more at www.ktionline.com



Certificate of Insurance

Public Works Department
 520 Main Street
 Belton, Missouri 64012

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	A
NAME AND ADDRESS OF INSURED	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises --Operations <input type="checkbox"/> Explosions and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury			Bodily Injury Property Damage	\$	\$
	Auto Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned			Bodily Injury (Each Person) Bodily Injury (Each Occurrence) Property Damage Bodily Injury and Property Damage Combined	\$	\$
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$	\$
	Worker's Compensation and Employers' Liability Other			Statutory	\$	(Each Accident)

The City of Belton, Missouri is named as an Additional Insured.

Location:	Description of Operations:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail _____ days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
 City of Belton, Missouri
 Public Works Department
 520 Main Street
 Belton, Missouri 64012

Date Issued: _____

 Authorized Representative

Attachment 5
Affidavit of Enrollment in Federal Work Authorization Program

Comes now _____ (Name) as
_____ (Position Held) first being duly sworn, on my oath, affirm
_____ (Company Name) is enrolled and will continue to participate in a
federal work authorization program in respect to employees that will work in connection with the
contracted services related to the On-Call Professional Services Agreement for the duration of the
Agreement, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that _____ (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature (Person with Authority)

Printed Name

Title (Person with Authority)

Date

Subscribed and sworn to me before this _____ day of _____, 20____. I am
commissioned, and affix my official seal, as a notary public within the County of _____,
State of _____, and my commission expires on _____,
20____.

Signature of Notary
(Affix Seal)

Date

SECTION VIII
M

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES, INC.

WHEREAS, on February 8, 2011, Ordinance No. 2011-3692 approved an On-Call Engineering Professional Services Agreement with Olsson Associates. Per the agreement, the total term of the contract shall not exceed five years; and

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, staff advertised the Request for Qualifications (RFQ) for On-Call Engineering and Professional Services for the City of Belton Missouri on December 8, 2015. Specific areas of expertise that staff requested Qualifications Packets on were as follows:

- Transportation Engineering and Planning
- Utility Infrastructure Improvements including design and engineering services for water distribution, stormwater, and wastewater collection systems
- Stormwater management and water resources
- Geotechnical engineering and geologic consulting services
- Surveying services
- General community planning services
- Architectural services; and

WHEREAS, January 11, 2016 was the deadline for consultants to submit Qualifications Packets for consideration of the On-Call Engineering and Professional Services and staff received Qualifications Packets from 28 interested consulting firms; and

WHEREAS, staff interviewed 10 of the firms from January 21-27, 2016 and shortlisted the specialty firms (Kruger Technologies, Inc. (KTI) and Terracon – geotechnical services); and

WHEREAS, staff recommends that the City contract with the following eight highly qualified firms: Burns & McDonnell, CDM Smith, Hg Consult, KTI, Olsson Associates, Terracon, TranSystems, and TREKK.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of engineering and designing the construction and maintenance of public improvements which are for the benefit of the citizens of the City.

SECTION 2. That the City of Belton, Missouri shall approve and authorize an On-Call Engineering Professional Services Agreement with **Olsson Associates, Inc.** as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

EXHIBIT A

OLSSON ASSOCIATES AGREEMENT



CITY OF BELTON
PUBLIC WORKS DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("CITY"), and Olsson Associates, Inc., a Nebraska Corporation, authorized to conduct business in Missouri and located at 601 P. St, Ste 200, Lincoln, NE 68501 ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 On-Call Professional Services.

The engineering consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Professional shall perform civil and environmental engineering and related professional services for projects involving the planning, construction, reconstruction or rehabilitation of roadways and utility infrastructure facilities; stormwater management and water and other natural resources; related land use and public involvement services; and to otherwise assist the City in completing selected engineering and Capital Improvement Projects. In addition services may include various engineering consulting services such as, but not limited to, general consulting, design and planning studies, development plan review, policy and criteria review and development, state and federal compliance assistance, surveying, construction observation/inspection and management, and attendance at City meetings.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of Professionals on a cooperative/collaborative basis as needed to complete engineering services for particular assignments.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in **Attachment 1**, attached hereto. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each

Task Agreement shall govern the parties' rights and obligations with respect to each assignment. Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

- B. Each Task Agreement shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council Approval, and according to the most current policy as stated in the City of Belton's Code of Ordinances.
- C. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- D. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- E. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- F. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.
- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement, or their designee pursuant to the terms of a Task Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement and a related Task Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.

- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein and subject to an annual Professional Services Performance Appraisal, this Agreement shall remain in force for a period of three (3) years. Performance Appraisals of the Professional shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Performance Appraisal form is attached hereto as **Attachment 2**. The Director of Public Works is authorized to extend the Agreement for two (2) subsequent one-year periods. The total term of the Agreement shall not exceed five (5) years.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Agreement using the Schedule of Hourly Rates attached hereto in **Attachment 3**:
 - a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **Attachment 3**. Professional and the Professional's approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually. The Professional will submit the revised Schedule of Hourly Rates and Expenses to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1st of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Agreements. In the event the revised Schedule of Hourly Rates and Expenses is not approved, Professional and City shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Agreements during negotiations.
 - b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment
 - c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

d. Project-related federal, state and local permit costs will be paid for directly by the City.

B. Method of Payment.

a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement attributable to each Task Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

C. Condition Precedent to Payment.

- a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and
- b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of a Task Agreement pursuant to this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of a Task Agreement pursuant to this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

Jeff Fisher, Director of Public Works, 506 Main Street, Belton, MO 64012

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

Tony Stanton, PE, Vice President, 7301 W 133rd St, Ste 200, Overland Park, KS 66213

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and any Task Agreements. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Professional Services Performance Appraisal
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Enrollment if Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability
 - iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000

- iv. No Contractual Liability Limitation Endorsement
- v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- Workers Compensation Statutory
- Employers Liability
- \$100,000 accident with limits of:
- \$500,000 disease-policy limit
- \$100,000 disease-each employee

c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in **Attachment 4** or its equivalent.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by City, it is the responsibility of Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the

required insurance in effect, City may order Professional to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
 - a. Property descriptions for right-of-way acquisition, including easements and exhibits;
 - b. Preliminary and final plans, reports, exhibits, models, renderings, and other information hard copy, electronic file, or any reproducible media as requested by the City;
 - c. Construction drawings in both a 24" x 36" format and a reduced 11" x 17" format, on paper and reproducible medial as requested by the City;
 - d. Survey maps and placement of monuments as required by the City;

- e. As-build record drawings hard copy, electronic file, or any reproducible media as requested by the City;
- f. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results;
- g. Land use permit applications; and
- h. Complete permit applications from other agencies.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.

- B. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the

effective date of termination, terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement, or any specific Task Agreement, is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

- a. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City
- b. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement, or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 Default and Remedies.

If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.11 Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Professional to which the same may apply and, until complete performance by Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 2.12 Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 2.14 Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 2.15 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.
- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Tax Compliance.

If applicable, Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

Sec. 2.18 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, Attachment 5, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.19 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.20 Conflicts of Interest.

Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Professional in this Agreement.

Sec. 2.21 Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND
Olsson Associates, Inc.**

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Professional.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Professional this _____ day of _____, 20____.

Executed by City this _____ day of _____, 20____.

BELTON, MISSOURI

Address and facsimile number of City

Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of

Professional:

Olsson Associates, Inc.

7301 W 133rd Street, Suite 200

Overland Park, Kansas 66213

By: _____

Printed Name: Jeff Davis

Title: Mayor

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

By: _____

Printed Name: Tony Stanton

Title: Vice President

Attested By: _____

Printed Name: Brent Johnson

Title: Team Leader
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

Attachment 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No:	Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	--------------------	---

Project Title:

Contractor/Consultant (including subs):	Division and Staff Project Manager:
---	-------------------------------------

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
-------------------------------------	----------------------------------

PROJECT Scope (can be in the form of an attachment):

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager:	Company Principal (if different):
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

Project Type:	Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Project Discipline(s):	Transportation	Planning	Water	Wastewater	Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20_____.

Attach scope of work, budget, and other supporting material.

Attachment 2

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: _____ Date: _____

What type of activities was this provider responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

Attachment 3

Olsson Associates 2016 Hourly Rate Table

<u>Category</u>	<u>Description</u>	<u>Rate</u>
98	Region/Practice Leader	228
101	Team Leader	205
104	Senior Engineer	175
105	Senior Project Engineer	160
106	Project Engineer	135
107	Associate Engineer	116
108	Assistant Engineer	98
125	Senior Landscape Architect	150
128	Project Landscape Architect	115
129	Associate Landscape Architect	95
130	Assistant Landscape Architect	78
149	Senior Planner	150
151	Project Planner	110
152	Assistant Planner	75
153	Associate Planner	87
175	Senior Scientist	150
177	Project Scientist	108
178	Associate Scientist	90
179	Assistant Scientist	75
200	Senior Surveyor	108
201	Surveyor	92
202	Associate Surveyor	74
203	Assistant Surveyor	57
225	Design Manager	124
226	Design Associate	107
228	Senior Technician	82
229	Associate Technician	70
230	Assistant Technician	58
260	Senior Construction Manager	164
261	Senior Project Construction Manager	143
262	Project Construction Manager	123
263	Associate Construction Manager	105
264	Assistant Construction Manager	90
279	GIS Specialist	86
281	Technical Leader	190
284	Project Manager - Field	120
288	Technical Manager - NDT	145
290	Senior Technician - NDT	100
291	Associate Technician - NDT	83
561	Drilling Crew	155
36	Administrative Coordinator	80
37	Administrative Assistant	65
38	Secretarial	51
76	Senior Systems Specialist	146
293	Database Manager	141
70	CAD Manager	130
71	Computer Programmer	104
72	Computer Systems Coordinator	77
79	Systems Specialist	122



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2016

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

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

PRODUCER SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154		CONTACT NAME: Debi Dodson PHONE (A/C, No, Ext): 402.964.5412 FAX (A/C, No): 402.557.6325 E-MAIL ADDRESS: ddodson@ssgi.com	
		INSURER(S) AFFORDING COVERAGE	
	5761	INSURER A :Travelers Indemnity Ins. Co.	25658
INSURED Olsson Associates, Inc. 7301 W. 133rd St 913-381-1170 Overland Park KS 66213		INSURER B :The Charter Oak Fire Insurance Co.	25615
		INSURER C :Travelers Property Casualty Co of A	25674
		INSURER D :Phoenix Insurance	25623
		INSURER E :ACE AMERICAN INS CO	626
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 465485440	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 SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS							
A	GENERAL LIABILITY			Y	P-630-8D707184	1/1/2016	1/1/2017	EACH OCCURRENCE	\$1,000,000						
	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> CLAIMS-MADE	<input checked="checked" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000
B	AUTOMOBILE LIABILITY			Y	P-810-1E019141	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000						
	<input checked="checked" type="checkbox"/> ANY AUTO	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	
C	<input checked="checked" type="checkbox"/> UMBRELLA LIAB	<input checked="checked" type="checkbox"/> OCCUR			PSM-CUP-1E019165	1/1/2016	1/1/2017	EACH OCCURRENCE	\$9,000,000						
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$9,000,000		\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y/N	PVYCNUB-8D98059	1/1/2016	1/1/2017	<input checked="checked" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000		
E	Professional Liability Claims Made				EON G25589993	1/1/2016	1/1/2017	PL Each Claim	\$5,000,000	PL Aggregate	\$5,000,000	PL Ded Per Claim	\$350,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Carrier AM Best's Ratings A+XV.
 RE: On-Call Professional Services. Certificate holder and its agencies, officials, officers, and employees, while acting within the scope of their authority are listed as additional insured with respect to General Liability and Auto Liability as required by written contract. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to certificate holder, ten (10) days in the event of nonpayment of premium.

CERTIFICATE HOLDER City of Belton, Missouri Public Works Department 520 Main Street Belton MO 64012	CANCELLATION 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 <i>Debra A. Dodson</i>
--	--

Attachment 5
Affidavit of Enrollment in Federal Work Authorization Program

Comes now _____ Megan Lilley _____ (Name) as
Sr Human Resources Coordinator(Position Held) first being duly sworn, on my oath, affirm
_____ Olsson Associates, Inc. _____ (Company Name) is enrolled and will continue to participate in a
federal work authorization program in respect to employees that will work in connection with the
contracted services related to the On-Call Professional Services Agreement for the duration of the
Agreement, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that Olsson Associates, Inc. _____ (Company Name) does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that
false statements made in this filing are subject to the penalties provided under Section 575.040,
RSMo).***

Signature (Person with Authority) Megan Lilley
Printed Name

Sr Human Resources Coordinator
Title (Person with Authority) _____
Date

Subscribed and sworn to me before this _____ day of _____, 20____. I am
commissioned, and affix my official seal, as a notary public within the County of _____,
State of _____, and my commission expires on _____
20____.

Signature of Notary _____
(Affix Seal) Date

SECTION VIII
N

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC.

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, staff advertised the Request for Qualifications (RFQ) for On-Call Engineering and Professional Services for the City of Belton Missouri on December 8, 2015. Specific areas of expertise that staff requested Qualifications Packets on were as follows:

- Transportation Engineering and Planning
- Utility Infrastructure Improvements including design and engineering services for water distribution, stormwater, and wastewater collection systems
- Stormwater management and water resources
- Geotechnical engineering and geologic consulting services
- Surveying services
- General community planning services
- Architectural services; and

WHEREAS, January 11, 2016 was the deadline for consultants to submit Qualifications Packets for consideration of the On-Call Engineering and Professional Services and staff received Qualifications Packets from 28 interested consulting firms; and

WHEREAS, staff interviewed 10 of the firms from January 21-27, 2016 and shortlisted the specialty firms (Kruger Technologies, Inc. (KTI) and Terracon – geotechnical services); and

WHEREAS, staff recommends that the City contract with the following eight highly qualified firms: Burns & McDonnell, CDM Smith, Hg Consult, KTI, Olsson Associates, Terracon, TranSystems, and TREKK.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

- SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of engineering and designing the construction and maintenance of public improvements which are for the benefit of the citizens of the City.
- SECTION 2. That the City of Belton, Missouri shall approve and authorize an On-Call Engineering Professional Services Agreement with **Terracon Consultants, Inc.** as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.
- SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.
- SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

EXHIBIT A

TERRACON AGREEMENT



CITY OF BELTON
PUBLIC WORKS DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("CITY"), and Terracon Consultants, Inc., a _____, authorized to conduct business in Missouri and located at _____ ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 On-Call Professional Services.

The engineering consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Professional shall perform civil and environmental engineering and related professional services for projects involving the planning, construction, reconstruction or rehabilitation of roadways and utility infrastructure facilities; stormwater management and water and other natural resources; related land use and public involvement services; and to otherwise assist the City in completing selected engineering and Capital Improvement Projects. In addition services may include various engineering consulting services such as, but not limited to, general consulting, design and planning studies, development plan review, policy and criteria review and development, state and federal compliance assistance, surveying, construction observation/inspection and management, and attendance at City meetings.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of Professionals on a cooperative/collaborative basis as needed to complete engineering services for particular assignments.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in **Attachment 1**, attached hereto. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each

Task Agreement shall govern the parties' rights and obligations with respect to each assignment. Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

- B. Each Task Agreement shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council Approval, and according to the most current policy as stated in the City of Belton's Code of Ordinances.
- C. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- D. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- E. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- F. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.
- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement, or their designee pursuant to the terms of a Task Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement and a related Task Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.

- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein and subject to an annual Professional Services Performance Appraisal, this Agreement shall remain in force for a period of three (3) years. Performance Appraisals of the Professional shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Performance Appraisal form is attached hereto as **Attachment 2**. The Director of Public Works is authorized to extend the Agreement for two (2) subsequent one-year periods. The total term of the Agreement shall not exceed five (5) years.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Agreement using the Schedule of Hourly Rates attached hereto in **Attachment 3**:
 - a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **Attachment 3**. Professional and the Professional's approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually. The Professional will submit the revised Schedule of Hourly Rates and Expenses to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1st of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Agreements. In the event the revised Schedule of Hourly Rates and Expenses is not approved, Professional and City shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Agreements during negotiations.
 - b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment
 - c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

d. Project-related federal, state and local permit costs will be paid for directly by the City.

B. Method of Payment.

a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement attributable to each Task Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

C. Condition Precedent to Payment.

- a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and
- b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of a Task Agreement pursuant to this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of a Task Agreement pursuant to this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

Jeff Fisher, Director of Public Works, 506 Main Street, Belton, MO 64012

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and any Task Agreements. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Professional Services Performance Appraisal
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Enrollment if Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of any acts or omissions in connection with this Agreement, caused in whole or in part by Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- i. Severability of Interests Coverage applying to Additional Insureds
- ii. Contractual Liability
- iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
- iv. No Contractual Liability Limitation Endorsement
- v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- Workers Compensation Statutory
- Employers Liability

\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.
- d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in **Attachment 4** or its equivalent.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.
- D. Regardless of any approval by City, it is the responsibility of Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the required insurance in effect, City may order Professional to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.
- E. Professional may utilize a combination of primary and excess/umbrella policies to meet the above requirements.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
 - a. Property descriptions for right-of-way acquisition, including easements and exhibits;
 - b. Preliminary and final plans, reports, exhibits, models, renderings, and other information hard copy, electronic file, or any reproducible media as requested by the City;
 - c. Construction drawings in both a 24" x 36" format and a reduced 11" x 17" format, on paper and reproducible media as requested by the City;
 - d. Survey maps and placement of monuments as required by the City;
 - e. As-build record drawings hard copy, electronic file, or any reproducible media as requested by the City;
 - f. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results;
 - g. Land use permit applications; and

- h. Complete permit applications from other agencies.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.

- B. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the effective date of termination, terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement, or any specific Task Agreement, is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by

Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

- a. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City
- b. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement, or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 Default and Remedies.

If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.11 Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Professional to which the same may apply and, until complete performance by Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 2.12 Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 2.14 Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 2.15 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.

- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Tax Compliance.

If applicable, Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

Sec. 2.18 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, Attachment 5, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.19 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.20 Conflicts of Interest.

Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Professional in this Agreement.

Sec. 2.21 Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 2.22 Supplemental Terms and Conditions.

The Supplemental Terms and Conditions are attached and incorporated into this agreement.

Sec 2.22 Supplemental Terms and Conditions

Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

Testing and Observations. City understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Professional will provide test results and opinions based on tests and field observations only for the work tested. City understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. City agrees to the level or amount of testing performed and the associated risk. City is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Professional so Professional can perform these Services. Professional is not responsible for damages caused by services not performed due to a failure to request or schedule Professional's services. Professional shall not be responsible for the quality and completeness of City's contractor's work or their adherence to the project documents, and Professional's performance of testing and observation services shall not relieve City's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Professional will not supervise or direct the work performed by City's contractor or its Professionals and is not responsible for their means and methods.

Standard of Care/Warranty. Professional will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, PROFESSIONAL MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO PROFESSIONAL'S SERVICES AND PROFESSIONAL DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Site Access and Safety. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Professional will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, Professionals, or other parties present at the site.

Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. City understands Professional's layout of boring and test locations is approximate and that Professional may deviate a reasonable distance from those locations. Professional will inform the City of any such substantial deviations. Professional will take reasonable precautions to reduce damage to the site when performing Services; however, City accepts that invasive services such as drilling or sampling may damage or alter the site. Responsibility for Site Restoration will be determined on a Task Order basis.

Change Orders. City may request changes to the scope of Services by altering or adding to the Services to be performed. If City so requests, Professional will return to City a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following City's review, City shall provide written acceptance.

Attachment 1



City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No:	Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	--------------------	---

Project Title:

Contractor/Consultant (including subs):	Division and Staff Project Manager:
---	-------------------------------------

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
-------------------------------------	----------------------------------

PROJECT Scope (can be in the form of an attachment):

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager:	Company Principal (if different):
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

Project Type:	Design		Construction		Property Acquisition		Conceptual – Problem Solving		Surveying	
Project Discipline(s):	Transportation		Planning		Water		Wastewater		Stormwater	

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20_____.

Attach scope of work, budget, and other supporting material.

Attachment 2

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: _____ Date: _____

What type of activities was this provider responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

Terracon

Billable Hourly Rates

On-Call Engineering and Professional Services for the City of Belton, Missouri

Terracon Professional Staff	Senior Engineering Consultant/Department Manager	\$185/hour	
	Senior Engineer	\$145/hour	
	Project Engineer	\$120/hour	
	Staff Engineer	\$110/hour	
	Field Engineer/Geologist	\$83/hour	
	Senior Technician	\$60/hour	*
	Field Technician	\$52/hour	*
	Services of two man coring crew	\$130/hour	*
	Core bit wear charge	\$2.50/inch	
	Services of two man drill crew (truck mount rig)	\$205/hour	**
	Services of two man drill crew (ATV/track mount rig)	\$215/hour	**
	Concrete cylinder pickup (labor only)	\$42/trip	
	Vehicle charge (destination within Belton)	\$30/trip	
	Mobilization (truck mounted drill rig)	\$390/trip	
	Mobilization (ATV/track mounted drill rig)	\$550/trip	
	Data reduction/stratification of boring logs	\$90/hour	
Terracon Laboratory Tests	SOILS		
	Natural moisture content of soils	\$5/each	
	Atterberg limits	\$50/each	
	Unconfined compression - soil	\$45/each	
	Unconfined compression - rock	\$50/each	
	Dry unit weight	\$8/each	
	Swell	\$250/each	
	Standard proctor	\$150/each	
	Standard proctor aggregate	\$175/each	
	Standard proctor fly ash treated	\$185/each	
	Grain Size Analysis (Hydrometer and Sieve)	\$138/each	
	CONCRETE		
	Compressive strength of 4" x 8" cylinder	\$12.75/each	***
	Compressive strength of concrete cores	\$15.75/each	
	Core thickness and density measurement	\$10/each	
	ASPHALT AND AGGREGATE		
	Aggregate gradation	\$67/each	
	Binder content and gradation	\$130/each	
	Maximum theoretical (rice) density	\$130/each	
	Marshall stability flow and density (already mixed)	\$140/3 plugs	
	LA abrasion	\$130/each	
	Percent clay lumps and friable	\$62/each	
	Percent flat and elongated particle (3 sizes)	\$205/each	
Core thickness and density measurement	\$10/each		

* A minimum charge of 3 hours applies. Increase hourly rate by 1.5 for services provided on Saturday, in excess of 9 hours per day and/or Monday through Friday before 7:00 A.M. or after 7:00 P.M. Increase hourly rate by 2.0 for services provided on Sundays or Holidays with a minimum charge of 8 hours. Hourly charges will be billed portal to portal in 0.5 hour increments.

** A minimum charge of 6 hours applies to drilling services. Increase hourly rate by 1.2 for services provided on Saturday, in excess of 9 hours per day and/or Monday through Friday before 7:00 A.M. or after 7:00 P.M. Increase hourly rate by 1.7 for services provided on Sundays or Holidays. Hourly charges will be billed portal to portal in 0.5 hour increments. Additional charges will apply for consumables and items installed in borings (bentonite holeplug, piezometers, instrumentation, etc.). Additional surcharges may apply for drilling in high hazard or contaminated sites.

*** 6 x 12 cylinders can be provided if specified by the designer for an additional charge of \$2.00 per cylinder. A \$15.00 per cylinder preparation fee will be charged for specimens made by others requiring correction to meet ASTM requirements for plane and true.



Certificate of Insurance

Public Works Department
520 Main Street
Belton, Missouri 64012

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	A
NAME AND ADDRESS OF INSURED	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises --Operations <input type="checkbox"/> Explosions and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury			Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury Property Damage Combined	\$	\$
				Applies to Products/Completed Operations Hazard		\$ (Personal Injury)
	Auto Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned			Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Occurrence)	\$	
				Property Damage	\$	
				Bodily Injury and Property Damage Combined	\$	
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$	\$
	Worker's Compensation and Employers' Liability Other			Statutory		
					\$	(Each Accident)

The City of Belton, Missouri is named as an Additional Insured.

Location:	Description of Operations:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail _____ days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
 City of Belton, Missouri
 Public Works Department
 520 Main Street
 Belton, Missouri 64012

Date Issued: _____

 Authorized Representative

Attachment 5
Affidavit of Enrollment in Federal Work Authorization Program

Comes now _____ (Name) as
_____ (Position Held) first being duly sworn, on my oath, affirm
_____ (Company Name) is enrolled and will continue to participate in a
federal work authorization program in respect to employees that will work in connection with the
contracted services related to the On-Call Professional Services Agreement for the duration of the
Agreement, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that _____ (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature (Person with Authority)

Printed Name

Title (Person with Authority)

Date

Subscribed and sworn to me before this _____ day of _____, 20____, I am
commissioned, and affix my official seal, as a notary public within the County of _____,
State of _____, and my commission expires on _____,
20_____.

Signature of Notary
(Affix Seal)

Date

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Professional.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Professional this _____ day of _____, 20_____.

Executed by City this _____ day of _____, 20_____.

BELTON, MISSOURI

Address and facsimile number of City
Department:

Public Works Department
City Hall Annex
520 Main Street
Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of
Professional:

By: _____

Printed Name: Jeff Davis

Title: Mayor

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: _____

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

SECTION VIII
O

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **TRANSYSTEMS CORPORATION.**

WHEREAS, on February 8, 2011, Ordinance No. 2011-3691 approved an On-Call Engineering Professional Services Agreement with TranSystems. Per the agreement, the total term of the contract shall not exceed five years; and

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, staff advertised the Request for Qualifications (RFQ) for On-Call Engineering and Professional Services for the City of Belton Missouri on December 8, 2015. Specific areas of expertise that staff requested Qualifications Packets on were as follows:

- Transportation Engineering and Planning
- Utility Infrastructure Improvements including design and engineering services for water distribution, stormwater, and wastewater collection systems
- Stormwater management and water resources
- Geotechnical engineering and geologic consulting services
- Surveying services
- General community planning services
- Architectural services; and

WHEREAS, January 11, 2016 was the deadline for consultants to submit Qualifications Packets for consideration of the On-Call Engineering and Professional Services and staff received Qualifications Packets from 28 interested consulting firms; and

WHEREAS, staff interviewed 10 of the firms from January 21-27, 2016 and shortlisted the specialty firms (Kruger Technologies, Inc. (KTI) and Terracon – geotechnical services); and

WHEREAS, staff recommends that the City contract with the following eight highly qualified firms: Burns & McDonnell, CDM Smith, Hg Consult, KTI, Olsson Associates, Terracon, TranSystems, and TREKK.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of engineering and designing the construction and maintenance of public improvements which are for the benefit of the citizens of the City.

SECTION 2. That the City of Belton, Missouri shall approve and authorize an On-Call Engineering Professional Services Agreement with **TranSystems Corporation** as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

EXHIBIT A

TRANSYSTEMS AGREEMENT



CITY OF BELTON
PUBLIC WORKS DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("CITY"), and TranSystems Corporation, a _____, authorized to conduct business in Missouri and located at _____ ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 On-Call Professional Services.

The engineering consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Professional shall perform civil and environmental engineering and related professional services for projects involving the planning, construction, reconstruction or rehabilitation of roadways and utility infrastructure facilities; stormwater management and water and other natural resources; related land use and public involvement services; and to otherwise assist the City in completing selected engineering and Capital Improvement Projects. In addition services may include various engineering consulting services such as, but not limited to, general consulting, design and planning studies, development plan review, policy and criteria review and development, state and federal compliance assistance, surveying, construction observation/inspection and management, and attendance at City meetings.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of Professionals on a cooperative/collaborative basis as needed to complete engineering services for particular assignments.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in **Attachment 1**, attached hereto. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each

Task Agreement shall govern the parties' rights and obligations with respect to each assignment. Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

- B. Each Task Agreement shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council Approval, and according to the most current policy as stated in the City of Belton's Code of Ordinances.
- C. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- D. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- E. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- F. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.
- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement, or their designee pursuant to the terms of a Task Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement and a related Task Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.

- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein and subject to an annual Professional Services Performance Appraisal, this Agreement shall remain in force for a period of three (3) years. Performance Appraisals of the Professional shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Performance Appraisal form is attached hereto as **Attachment 2**. The Director of Public Works is authorized to extend the Agreement for two (2) subsequent one-year periods. The total term of the Agreement shall not exceed five (5) years.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Agreement using the Schedule of Hourly Rates attached hereto in **Attachment 3**:
 - a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **Attachment 3**. Professional and the Professional's approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually. The Professional will submit the revised Schedule of Hourly Rates and Expenses to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1st of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Agreements. In the event the revised Schedule of Hourly Rates and Expenses is not approved, Professional and City shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Agreements during negotiations.
 - b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment
 - c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

d. Project-related federal, state and local permit costs will be paid for directly by the City.

B. Method of Payment.

a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement attributable to each Task Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

C. Condition Precedent to Payment.

a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and

b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of a Task Agreement pursuant to this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of a Task Agreement pursuant to this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

Jeff Fisher, Director of Public Works, 506 Main Street, Belton, MO 64012

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and any Task Agreements. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Professional Services Performance Appraisal
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Enrollment if Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability
 - iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000

- iv. No Contractual Liability Limitation Endorsement
- v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- Workers Compensation Statutory
- Employers Liability
- \$100,000 accident with limits of:
- \$500,000 disease-policy limit
- \$100,000 disease-each employee

c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in **Attachment 4** or its equivalent.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by City, it is the responsibility of Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the

required insurance in effect, City may order Professional to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
 - a. Property descriptions for right-of-way acquisition, including easements and exhibits;
 - b. Preliminary and final plans, reports, exhibits, models, renderings, and other information hard copy, electronic file, or any reproducible media as requested by the City;
 - c. Construction drawings in both a 24" x 36" format and a reduced 11" x 17" format, on paper and reproducible media as requested by the City;
 - d. Survey maps and placement of monuments as required by the City;

- e. As-built record drawings hard copy, electronic file, or any reproducible media as requested by the City;
- f. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results;
- g. Land use permit applications; and
- h. Complete permit applications from other agencies.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.

- B. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the

effective date of termination, terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement, or any specific Task Agreement, is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

- a. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City
- b. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement, or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 Default and Remedies.

If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.11 Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Professional to which the same may apply and, until complete performance by Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 2.12 Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 2.14 Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 2.15 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.
- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Tax Compliance.

If applicable, Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

Sec. 2.18 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, Attachment 5, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.19 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.20 Conflicts of Interest.

Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Professional in this Agreement.

Sec. 2.21 Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Professional.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Professional this _____ day of _____, 20_____.

Executed by City this _____ day of _____, 20_____.

BELTON, MISSOURI

Address and facsimile number of City

Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of

Professional:

By: _____

By: _____

Printed Name: Jeff Davis

Printed Name: _____

Title: Mayor

Title: _____

Attested By: _____

Attested By: _____

Printed Name: Patti Ledford

Printed Name: _____

Title: City Clerk

Title: _____

(Affix City Seal)

(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri

(date)

Attachment 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No:	Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	--------------------	--

Project Title:	
Contractor/Consultant (including subs):	Division and Staff Project Manager:
Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):

PROJECT Scope (can be in the form of an attachment):

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager:	Company Principal (if different):
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

Project Type:	Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Project Discipline(s):	Transportation	Planning	Water	Wastewater	Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.

Attach scope of work, budget, and other supporting material.

Attachment 2

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: _____ Date: _____

What type of activities was this provider responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

Attachment 3

Schedule of Hourly Rates and Expenses

To be provided by selected Professional and incorporated into Agreement.

Do not submit a Schedule of Hourly Rates and Expenses as part of the RFQ Proposal.



Certificate of Insurance

Public Works Department
 520 Main Street
 Belton, Missouri 64012

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	A
NAME AND ADDRESS OF INSURED	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises --Operations <input type="checkbox"/> Explosions and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury			Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury Property Damage Combined	\$	\$
				Applies to Products/Completed Operations Hazard		\$ (Personal Injury)
	Auto Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned			Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Occurrence)	\$	
				Property Damage	\$	
				Bodily Injury and Property Damage Combined	\$	
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$	\$
	Worker's Compensation and Employers' Liability Other			Statutory		
					\$	

The City of Belton, Missouri is named as an Additional Insured.

Location:	Description of Operations:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail _____ days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
 City of Belton, Missouri
 Public Works Department
 520 Main Street
 Belton, Missouri 64012

Date Issued: _____

 Authorized Representative

Attachment 5
Affidavit of Enrollment in Federal Work Authorization Program

Comes now _____ (Name) as

_____ (Position Held) first being duly sworn, on my oath, affirm
_____ (Company Name) is enrolled and will continue to participate in a
federal work authorization program in respect to employees that will work in connection with the
contracted services related to the On-Call Professional Services Agreement for the duration of the
Agreement, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that _____ (Company Name) does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that
false statements made in this filing are subject to the penalties provided under Section 575.040,
RSMo).***

Signature (Person with Authority)

Printed Name

Title (Person with Authority)

Date

Subscribed and sworn to me before this _____ day of _____, 20____. I am
commissioned, and affix my official seal, as a notary public within the County of _____,
State of _____, and my commission expires on _____
20_____.

Signature of Notary
(Affix Seal)

Date

SECTION VIII
P

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **TREKK DESIGN GROUP, LLC.**

WHEREAS, on February 8, 2011, Ordinance No. 2011-3690 approved an On-Call Engineering Professional Services Agreement with TREKK. Per the agreement, the total term of the contract shall not exceed five years; and

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, staff advertised the Request for Qualifications (RFQ) for On-Call Engineering and Professional Services for the City of Belton Missouri on December 8, 2015. Specific areas of expertise that staff requested Qualifications Packets on were as follows:

- Transportation Engineering and Planning
- Utility Infrastructure Improvements including design and engineering services for water distribution, stormwater, and wastewater collection systems
- Stormwater management and water resources
- Geotechnical engineering and geologic consulting services
- Surveying services
- General community planning services
- Architectural services; and

WHEREAS, January 11, 2016 was the deadline for consultants to submit Qualifications Packets for consideration of the On-Call Engineering and Professional Services and staff received Qualifications Packets from 28 interested consulting firms; and

WHEREAS, staff interviewed 10 of the firms from January 21-27, 2016 and shortlisted the specialty firms (Kruger Technologies, Inc. (KTI) and Terracon – geotechnical services); and

WHEREAS, staff recommends that the City contract with the following eight highly qualified firms: Burns & McDonnell, CDM Smith, Hg Consult, KTI, Olsson Associates, Terracon, TranSystems, and TREKK.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of engineering and designing the construction and maintenance of public improvements which are for the benefit of the citizens of the City.

SECTION 2. That the City of Belton, Missouri shall approve and authorize an On-Call Engineering Professional Services Agreement with **TREKK Design Group, LLC** as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

EXHIBIT A

TREKK AGREEMENT



CITY OF BELTON
PUBLIC WORKS DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("CITY"), and TREKK Design Group, a Limited Liability Corporation, authorized to conduct business in Missouri and located at 1411 E. 104th St, Kansas City, MO 64131 ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 On-Call Professional Services.

The engineering consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Professional shall perform civil and environmental engineering and related professional services for projects involving the planning, construction, reconstruction or rehabilitation of roadways and utility infrastructure facilities; stormwater management and water and other natural resources; related land use and public involvement services; and to otherwise assist the City in completing selected engineering and Capital Improvement Projects. In addition services may include various engineering consulting services such as, but not limited to, general consulting, design and planning studies, development plan review, policy and criteria review and development, state and federal compliance assistance, surveying, construction observation/inspection and management, and attendance at City meetings.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of Professionals on a cooperative/collaborative basis as needed to complete engineering services for particular assignments.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in Attachment 1, attached hereto. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each

Task Agreement shall govern the parties' rights and obligations with respect to each assignment. Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

- B. Each Task Agreement shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council Approval, and according to the most current policy as stated in the City of Belton's Code of Ordinances.
- C. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- D. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- E. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- F. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.
- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement, or their designee pursuant to the terms of a Task Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement and a related Task Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.

- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein and subject to an annual Professional Services Performance Appraisal, this Agreement shall remain in force for a period of three (3) years. Performance Appraisals of the Professional shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Performance Appraisal form is attached hereto as **Attachment 2**. The Director of Public Works is authorized to extend the Agreement for two (2) subsequent one-year periods. The total term of the Agreement shall not exceed five (5) years.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Agreement using the Schedule of Hourly Rates attached hereto in **Attachment 3**:

- a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **Attachment 3**. Professional and the Professional's approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually. The Professional will submit the revised Schedule of Hourly Rates and Expenses to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1st of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Agreements. In the event the revised Schedule of Hourly Rates and Expenses is not approved, Professional and City shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Agreements during negotiations.
- b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment
- c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

d. Project-related federal, state and local permit costs will be paid for directly by the City.

B. Method of Payment.

a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement attributable to each Task Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

C. Condition Precedent to Payment.

a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and

b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of a Task Agreement pursuant to this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of a Task Agreement pursuant to this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

Jeff Fisher, Director of Public Works, 506 Main Street, Belton, MO 64012

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

TREKK Design Group, LLC

Attn: Justin Likes, PE

1411 E. 104th Street

Kansas City, MO 64131

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and any Task Agreements. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Professional Services Performance Appraisal
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Enrollment if Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

- A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.
 - a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability
 - iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000

- iv. No Contractual Liability Limitation Endorsement
 - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
- Workers Compensation Statutory
 - Employers Liability
 - \$100,000 accident with limits of:
 - \$500,000 disease-policy limit
 - \$100,000 disease-each employee
- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.
- d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in Attachment 4 or its equivalent.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.
- D. Regardless of any approval by City, it is the responsibility of Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the

required insurance in effect, City may order Professional to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
 - a. Property descriptions for right-of-way acquisition, including easements and exhibits;
 - b. Preliminary and final plans, reports, exhibits, models, renderings, and other information hard copy, electronic file, or any reproducible media as requested by the City;
 - c. Construction drawings in both a 24" x 36" format and a reduced 11" x 17" format, on paper and reproducible medial as requested by the City;
 - d. Survey maps and placement of monuments as required by the City;

- e. As-build record drawings hard copy, electronic file, or any reproducible media as requested by the City;
- f. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results;
- g. Land use permit applications; and
- h. Complete permit applications from other agencies.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.

- B. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the

effective date of termination, terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement, or any specific Task Agreement, is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

- a. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City
- b. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement, or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 Default and Remedies.

If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.11 Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Professional to which the same may apply and, until complete performance by Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 2.12 Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 2.14 Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 2.15 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.
- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Tax Compliance.

If applicable, Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

Sec. 2.18 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, Attachment 5, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.19 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.20 Conflicts of Interest.

Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Professional in this Agreement.

Sec. 2.21 Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND
TREKK Design Group, LLC**

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Professional.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Professional this _____ day of February, 2016.

Executed by City this _____ day of _____, 20____.

BELTON, MISSOURI

Address and facsimile number of City
Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of
Professional:

TREKK Design Group, LLC

1411 E. 104th Street

Kansas City, MO 64131

By: _____

Printed Name: Jeff Davis

Title: Mayor

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

By:  _____

Printed Name: Kimberly Robinett

Title: Managing Partner

Attested By:  _____

Printed Name: Trent Robinett

Title: Partner
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

Attachment 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No:	Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	--------------------	--

Project Title:

Contractor/Consultant (including subs):	Division and Staff Project Manager:
---	-------------------------------------

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
-------------------------------------	----------------------------------

PROJECT Scope (can be in the form of an attachment):

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager:	Company Principal (if different):
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____

Project Type:	Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Project Discipline(s):	Transportation	Planning	Water	Wastewater	Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20_____.

Attach scope of work, budget, and other supporting material.

Attachment 2

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: TREKK Design Group, LLC Date: _____

What type of activities was this provider responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:



**2016 Compensation for Professional Engineering Services¹
TREKK Design Group, LLC (TREKK)**

The **OWNERS**'s payment to the **ENGINEER** shall be due and payable as follows:

- I. For Engineering Services, Plan Review, Surveying, Construction Inspection, and Meetings, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses, in accordance with Section III below, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.

III. Hourly Billing Rates and Expenses:

Project Principal	\$180.00/hr - \$225.00/hr
Division Lead.....	\$120.00/hr - \$185.00/hr
Project Manager.....	\$ 90.00/hr - \$220.00/hr
Assistant Project Manager	\$ 90.00/hr - \$220.00/hr
Quality Manager.....	\$ 90.00/hr - \$200.00/hr
Project Coordinator	\$ 70.00/hr - \$140.00/hr
Industry Specialist	\$120.00/hr - \$200.00/hr
Asset Manager.....	\$ 90.00/hr - \$155.00/hr
Senior Professional Engineer.....	\$130.00/hr - \$220.00/hr
Professional Engineer	\$ 90.00/hr - \$170.00/hr
Project Engineer I.....	\$ 90.00/hr - \$145.00/hr
Project Engineer II.....	\$ 80.00/hr - \$120.00/hr
Staff Engineer	\$ 65.00/hr - \$ 95.00/hr
Project Designer.....	\$ 90.00/hr - \$120.00/hr
CADD Technician I.....	\$ 65.00/hr - \$100.00/hr
CADD Technician II.....	\$ 35.00/hr - \$ 80.00/hr
Office Technician I.....	\$ 70.00/hr - \$100.00/hr
Office Technician II.....	\$ 50.00/hr - \$ 80.00/hr
Office Technician III.....	\$ 35.00/hr - \$ 70.00/hr
Senior Administrator.....	\$ 70.00/hr - \$125.00/hr
Administrator.....	\$ 40.00/hr - \$ 80.00/hr
Field Operations Manager.....	\$ 90.00/hr - \$125.00/hr
Field Manager	\$ 70.00/hr - \$115.00/hr
Field Technician I.....	\$ 60.00/hr - \$100.00/hr
Field Technician II.....	\$ 45.00/hr - \$ 80.00/hr
Field Technician III.....	\$ 35.00/hr - \$ 65.00/hr
GIS Analyst I.....	\$ 70.00/hr - \$100.00/hr
GIS Analyst II.....	\$ 50.00/hr - \$ 90.00/hr
Construction Observation Manager.....	\$100.00/hr - \$120.00/hr
Senior Construction Observer.....	\$ 65.00/hr - \$ 95.00/hr
Construction Observer.....	\$ 40.00/hr - \$ 85.00/hr
Survey Manager (PLS).....	\$100.00/hr - \$120.00/hr
Professional Land Surveyor (PLS).....	\$ 90.00/hr - \$120.00/hr
Survey Party Chief.....	\$ 60.00/hr - \$100.00/hr
Utility Locator	\$ 60.00/hr - \$100.00/hr
Survey Crew.....	\$145.00/hr
Field Crew	\$125.00/hr
Mileage.....	\$00.54/mi
Color Photocopies.....	\$00.25/each
Black-and-White Photocopies	\$00.12/each
Out-of-Pocket Expenses, Supplies, Reproductions, etc.....	Cost

Note 1: The above hourly rates and unit prices are good through December 31, 2016.

ACORD™

Client#: 93

TREDESPC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2016

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

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

Table with PRODUCER (Holmes Murphy-Kansas), INSURED (TREKK Design Group, LLC), CONTACT NAME (Monica Wilks), and INSURER(S) AFFORDING COVERAGE (Travelers Property Casualty Co., Travelers Indemnity Company, Charter Oak Fire Ins. Co., ACE American Insurance Company).

COVERAGES CERTIFICATE NUMBER: 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.

Main table listing insurance coverages: A (General Liability), B (Umbrella Liability), C (Workers Compensation and Employers' Liability), and D (Professional Liability). Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

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

Re: On-Call Professional Services
The City of Belton, its agencies, officials, officers and employees, while acting in the scope of their authority, are added as additional insured on the commercial general liability for the services performed under the agreement.

CERTIFICATE HOLDER CANCELLATION

Table with CERTIFICATE HOLDER (City of Belton, Attn: Jeff Fisher) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2016

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

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

PRODUCER John E Banks Agency 112 SW 10th St Blue Springs Mo 64015	CONTACT NAME: John Banks PHONE (A/C No. Ext): 816 224-2411 E-MAIL ADDRESS: jbanks@farmersagent.com		FAX (A/C. No): 816 224-1009
	INSURER(S) AFFORDING COVERAGE		
INSURED TREKK Design Group LLC 1441 E 104th St Suite 105 Kansas City Mo 64131	INSURER A:	Truck Insurance Exchange	NAIC # 21709
	INSURER B:	National Indemnity Company	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **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	ADL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		602111800	05/19/15	05/19/16	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: On-Call Professional Services
The City of Belton, its agencies, officials, officers and employees, while acting in the scope of their authority, are added as additional insured on the automobile liability for the services performed under the agreement.

CERTIFICATE HOLDER

City of Belton
 Attn: Jeff Fisher
 520 Main
 Belton, MO 64012

CANCELLATION

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

Attachment 5

Affidavit of Enrollment in Federal Work Authorization Program

Comes now Kimberly Robinett (Name) as managing member (Position Held) first being duly sworn, on my oath, affirm TREKK Design Group, LLC (Company Name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that TREKK Design Group, LLC (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

 Kimberly Robinett
Signature (Person with Authority) Printed Name

managing member 2/9/16
Title (Person with Authority) Date

Subscribed and sworn to me before this 9 day of February, 2016. I am commissioned, and affix my official seal, as a notary public within the County of Jackson, State of Missouri, and my commission expires on 6/30, 2016.

Signature of Notary (Affix Seal) Date

SECTION IX
A

R2016-09

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE CITY'S DIRECTOR OF PUBLIC WORKS TO SUBMIT THREE 2019-2020 SURFACE TRANSPORTATION PROGRAM (STP) GRANT APPLICATIONS TO MID-AMERICA REGIONAL COUNCIL (MARC) FOR 1) STATE HIGHWAY 58 AND Y HIGHWAY, 2) MULLEN ROAD WIDENING – PHASE 1, AND 3) KENTUCKY ROAD IMPROVEMENTS.

WHEREAS, during fall 2015, the City Council, Planning Commission, the associated Transportation Development District (TDD) and City staff reviewed and prioritized the transportation projects included in the FY2017-FY2021 Capital Improvement Program (CIP), which was adopted by Resolution No. 2015-46 on November 24, 2015; and

WHEREAS, eleven (11) projects and one (1) program were prioritized with unknown or uncertain funding sources. As described in the FY2017-FY2021 CIP, City staff identified three projects believed to be good candidates for 2019-2020 MoDOT's Surface Transportation Program (STP) grant funds (listed as prioritized in the CIP):

- State Highway 58 and Y Highway (TDD Local Match)
- Mullen Road Widening – Phase 1 (TDD Local Match)
- Kentucky Road Improvements (possible City of Belton/City of Raymore cost share)

WHEREAS, the STP Program is federal funding administered through MARC, and if the City were awarded funds, it would be limited to 80% of the project cost and oftentimes is reduced to approximately 70% to make the dollars go further in the region; and

WHEREAS, the City of Belton's Director of Public Works is hereby authorized to submit the completed applications for 2019-2020 Surface Transportation Program grant funds to Mid-American Regional Council (MARC) by March 25, 2016, which is the due date for 2019-2010 grant applications. MARC staff and committees will review and discuss the projects and submittals until recommendations are presented in late summer/early fall of 2016.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

- SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of maintenance of public improvements which are for the benefit of the citizens of the City.
- SECTION 2. That the City Council shall hereby authorize and approve the City of Belton's Director of Public Works to submit completed applications for 2019-2020 Surface Transportation Program grant funds to Mid-American Regional Council by March 25, 2016.
- SECTION 3. That this resolution shall take effect and be in full force from and after its passage and approval.

READ AND ADOPTED: February 23, 2016

Mayor Jeff Davis

Approved this ____ day of _____, 2016.

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS)SS
CITY OF BELTON)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 23rd day of February, 2016 and adopted at a regular meeting of the City Council held the 23rd day of February, 2016 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 23, 2016

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

During fall 2015, City Council, Planning Commission, and City staff spent a great deal of time reviewing and prioritizing the transportation projects that were included in the FY2017-FY2021 Capital Improvement Program (CIP). The FY2017-FY2021 CIP was adopted by Resolution No. 2015-46 on November 24, 2015.

A total of 11 projects and 1 program were prioritized, all with unknown or uncertain funding sources. As described in this year's CIP, staff has identified three projects believed to be good candidates for 2019-2020 MoDOT's Surface Transportation Program (STP) grant funds (listed as prioritized in the CIP):

- State Highway 58 and Y Highway (TDD Local Match)
- Mullen Road Widening – Phase 1 (TDD Local Match)
- Kentucky Road Improvements (possible Belton-Raymore costs share)

Markey PKWY was actually first on the list of priorities but would not score as well for STP funding. If City Council approves, TranSystems through an on-call task agreement will complete the STP grant applications and submit them to the Director of Public Works who after review and approval will then submit them to Mid-American Regional Council (MARC), due March 25, 2016. MARC's staff and committees will review and discuss the projects and submittals until recommendations are presented in late summer/early fall of 2016.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution of the City of Belton, Missouri authorizing and approving the City's Director of Public Works to submit three 2019-2020 Surface Transportation Program (STP) grant application(s) to Mid-America Regional Council (MARC) for 1) State Highway 58 and Y Highway, 2) Mullen Road Widening – Phase 1, and 3) Kentucky Road Improvements at the City Council Regular Session on February 23, 2016.

BACKGROUND:

A summary of the transportation rankings and associated cost estimates are attached for reference. In addition, the three project detail sheets from the FY2017-FY2021 CIP are also attached. Each of these sheets discusses in more detail the proposed improvements.

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri authorizing and approving the City's Director of Public Works to submit three 2019-2020 Surface Transportation Program (STP) grant application(s) to Mid-America Regional Council (MARC) for 1) State Highway 58 and Y Highway, 2) Mullen Road Widening – Phase 1, and 3) Kentucky Road Improvements at the City Council Regular Session on February 23, 2016.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

FY2017-FY2021 CIP Transportation Rankings

FY2017-FY2021 CIP Project Detail Sheets

Transportation Rankings

*Staff Plans to Complete STP Funding Applications

Priority Rank	Project	Cost Estimate
1	Markey Parkway Extension to N Scott	\$6,030,000
2	Street Preservation Program	Current: \$1.9M in 5 years
3	*Hwy 58 and Y Hwy Intersection	\$900,000
4	*Mullen Road Widening – Phase 1	\$4,600,000
5	Scott and Hwy 58 Intersection Realignment	\$2,533,000
6	*Kentucky Rd Improvements	\$3-4,000,000
7	Markey Parkway – N Scott to Westover	\$5,580,000
8	Mullen Road Widening – Phase 2	\$8,292,000
9	Markey Parkway – Bales to Prospect	\$9,166,000
10	Markey Parkway – Westover to Bales	\$4,150,000
11	North Cass Connector	\$6,689,000
12	Cleveland Road Widening	\$6,570,000

T-3 State Highway 58 and Y Highway

Department: Public Works

Project Description:

This project includes modifications to the intersection of State Highway 58 and Y Highway.



Project Justification:

The intersection of State Highway 58 and Y Highway is currently congested due to a limited number of lanes and pedestrian refuge islands within the intersection. Modification of this intersection will provide for additional through lanes to help reduce queue lengths at the intersection, especially during peak hours. It is a high priority that this intersection operate at the most efficient level possible as it is the main corridor connecting east and west Belton and has a traffic volume of approximately 15,000 average daily traffic (ADT).

Project Funding: To be determined

Possible Funding Source:

The City plans to apply for MoDOT's Surface Transportation Program (STP) funds and Staff will look into alternative funding sources such as Congestion Mitigation and Air Quality (CMAQ) funding and Transportation Enhancement (TE) funding.

Breakdown	Prior	Projected Five-Year Cost Schedule						Total
		FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	-	-
Design	-	-	\$100,000	-	-	-	-	\$100,000
Construction	-	-	-	\$700,000	-	-	-	\$700,000
Utility	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	\$100,000	-	-	-	\$100,000
Total	-	-	\$100,000	\$800,000	-	-	-	\$900,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

T-4 Mullen Road Widening - Phase 1

Department: Public Works

Project Description:

This project includes two phases of widening Mullen Road to a four-lane roadway with a median, sidewalk and pedestrian trail. The first phase is from Silver Maple Drive to just south of the Cambridge and Mullen intersection.

Project Justification:

The City envisions Markey Parkway and Mullen Road eventually connecting the interchanges of 163rd Street and North Cass Parkway along Interstate-49. A Transportation Development District (TDD) is formed that will provide some funding for this project. The focus of FY2016 expenditures has been towards preliminary design for Phase 1, Phase 2, and the North Cass Connector as well as property acquisition for Phase 1.



Project Funding: To be determined

Possible Funding Source:

This project is supported by a TDD, and the City plans to apply for MoDOT's Surface Transportation Program (STP) funding for Phase 1 of the project.

Breakdown	Prior	Projected Five-Year Cost Schedule					Beyond	Total
		FY2017	FY2018	FY2019	FY2020	FY2021		
Land	-	\$220,000	-	-	-	-	-	\$220,000
Design	\$82,000	\$150,000	-	-	-	-	-	\$232,000
Construction	-	-	\$3,338,000	-	-	-	-	\$3,338,000
Utility	-	\$160,000	-	-	-	-	-	\$160,000
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	\$650,000	-	-	-	-	\$650,000
Total	\$82,000	\$530,000	\$3,988,000	-	-	-	-	\$4,600,000
Op Expense	-	-	-	\$100,000	\$103,000	\$107,000	\$110,000	\$420,000
Cost Savings	-	-	-	-	-	-	-	-

T-6 Kentucky Road Improvements

Department: Public Works

Project Description:

This project includes Kentucky Road Improvements from State Highway 58 to 163rd Street. The scope of this project is yet to be determined, but will likely include resurfacing the 2-lane roadway, adding a third turn lane at 163rd Street and may include ribbon curb, for example, along the roadway.

Project Justification:

Kentucky Road is currently a two lane road with open ditches. There is a significant amount of growth anticipated with respect to traffic volume and general population along this roadway in the near future. Given that both Cities of Belton and Raymore have recently experienced major commercial growth adjacent to Kentucky Road, there is a need for this roadway to be improved.



Project Funding: To be determined

Possible Funding Source:

The Cities of Belton and Raymore may together complete a MoDOT Surface Transportation Program (STP) funding application.

Breakdown	Projected Five-Year Cost Schedule							Total
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Utility	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	\$3-4 Million	\$3-4 Million
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-