

CITY OF MISSION, KANSAS
COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, NOVEMBER 14, 2018

7:30 P.M.

(or immediately following 6:30 p.m. Finance & Administration Committee)

Mission City Hall

PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

1. Mission Market Season Review - Emily Randel ([page 3](#))

The fourth season of the Mission Market ended in September, and staff has reviewed and compared its performance to previous seasons. Staff issued surveys to market patrons and vendors and will share detailed information on the market's performance and anticipated goals for next year.

ACTION ITEMS

2. City Hall Exterior Lighting Bid - Brent Morton ([page 5](#))

The exterior lighting in front of City Hall has reached a point where it is no longer functional. Following replacement of the pavement in front of City Hall this fall, staff began exploring options to restore the lighting. Three bids were solicited, and the proposal from All Current Electric in an amount not to exceed \$9,049.18 has been determined to be the lowest and most responsible bid. The scope of this project includes removal of all existing light fixtures and installation of LED flood fixtures.

3. Contract for On-call Engineering Services - Emily Randel ([page 11](#))

The City issued an RFQ for on-call engineering services in September. Staff is recommending that the City enter into agreements for on-call engineering services with Olsson, Inc. and GBA. The proposed professional services agreement(s) would be effective for three years with an option for renewal for one additional year.

4. Purchase of Vehicle for Community Development Department - Brian Scott ([page 35](#))

This summer during the budget process, staff recommended purchase of a vehicle to be used by the building official (a new position). The 2018 Estimated Budget was adjusted (\$30,000) in August to reflect Council's approval of this purchase. A conditional job offer has been extended to a candidate for the position, and staff is ready to proceed with the purchase of the vehicle. It is recommended to secure the 2019 Ford Escape SE from Shawnee Mission Ford in an amount not to exceed \$21,592. Decals and flashers will be installed by a third party for an additional \$1,000. This vehicle is similar to one used by the Neighborhood Services Officers.

DISCUSSION ITEMS

OTHER

5. Department Updates

Kristin Inman, Chairperson
Sollie Flora, Vice-Chairperson
Mission City Hall, 6090 Woodson St
913-676-8350

City of Mission	Item Number:	1.
INFORMATIONAL ITEM	Date:	October 5, 2018
ADMINISTRATION	From:	Emily Randel

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

RE: 2018 Mission Market Season Review

DETAILS: Following the close of the 2018 market season, staff has been reviewing the performance of the market compared to previous years, and collecting feedback from market patrons and vendors.

Staff will review response to the 2018 season, in particular:

- The change of market day and time from Saturday mornings to Thursday evenings.
- The length of the four month season June-September.
- The hours of the market 4:30-8:00 p.m.
- The appeal of the weekly market compared to the Third Thursday special events.

Staff will also seek feedback on a few strategic issues related to the market including:

- The Council's goals for the market both short- and long-term.
- Additional investment in the site for the market and other community activities.

Staff will share a slide presentation at the committee meeting with more detail on activity at the market.

CFAA IMPACTS/CONSIDERATIONS: The Mission Market provides a centrally located option for locally sourced food and a gathering space for people of all ages. The market site is connected to surrounding neighborhoods and nearby shopping areas by the accessible Rock Creek Trail.

Related Statute/City Ordinance:	Including but not limited to 405.090, 440.160, 440.175
Line Item Code/Description:	NA
Available Budget:	NA

Mission Market Season Review - 2018

Date	Vendor Count	Attendance	Special Events	Weather	Notes kept each market day
June 7	14	493		88 / 66 Mostly cloudy	
June 14	15	285		96 / 71 Mostly sunny	Hot. Heat index is 100 today. Beautiful and breezy by closing.
June 21	14	771	Third Thursday	70 / 62 Rain	Rain early on. Cloudy, cool, sun at the end.
June 28	12	131	Pop-up yoga	99 / 76 Mostly sunny	Hot.
July 5	10	136		91 / 73 Partly cloudy	Hot.
July 12	9	82		100 / 76 Thunderstorms	Hot. Breeze is nice.
July 19	15	657	Third Thursday	96 / 69 Partly cloudy	Cloudy, nice.
July 26	9	272	Pop-up yoga	82 / 67 Partly sunny	Beautiful. Sunny. Lots of kids here tonight.
August 2	8	251		93 / 63 Mostly sunny	Sunny, nice.
August 9	9	190		94 / 67 Thunderstorms	Sunny and hot, but not unbearable.
August 16	12	246	Third Thursday, bike fix-it station ribbon cutting, free Kona Ice.	90 / 69 Thunderstorms	Warm, threat of thunderstorm. Warm, cloudy, Rain.
August 23	5	106	Week of the Sunflower Festival	75 / 59 Thunderstorms	Cloudy, windy, lots of rain earlier in the day but clear now. Cool and windy. Cloudy, nice... where is everybody?
August 30	6	72		78 / 68 Thunderstorms	Beautiful, slow, music has been good.
September 6	6	39		74 / 69 Rain	Weather is ? No rain yet. Very slow. Gray and a little chilly. Slowest market ever.
September 13	7	65		83 / 64 Mostly sunny	Nice day! Partly cloudy.
September 20	13	283	Third Thursday	94 / 70 Rain	Windy
September 27	8	93		73 / 40 Mostly sunny	Beautiful, where are the people? Chilly.

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	November 2, 2018
Public Works	From:	Brent Morton

Action items require a vote to recommend the item to full City Council for further action.

RE: City Hall Lighting Repairs

RECOMMENDATION: Approve the proposal from All Current Electric for lighting repairs in an amount not to exceed \$9,049.18.

DETAILS: The exterior lighting in front of City Hall has reached a point where it is no longer functional. Fixtures have been damaged over time, and the stormwater failure in the summer of 2017 caused further damage to the underground cables powering the lights. Following replacement of the pavement in front of City Hall this fall, staff began exploring options to restore lighting. Public Works staff solicited bids for replacement in the following areas: flag pole, City Hall signs (Woodson and 61st Street), Police station sign (Woodson), and the Woodson walkway and City Hall steps

Three bids were solicited, and the proposal from All Current Electric has been determined to be the lowest and most responsible bid. A copy of the proposal is included in the packet.

Contractor	Amount
All Current Electric	\$9,049.18
Mr. Electric	\$11,004.73
Teague Electric	\$13,500

The scope of this project includes removal of all existing light fixtures and installation of LED flood fixtures. The proposal also includes installation of 3-ballard ground fixtures at the City Hall main entrance.

Funds are recommended to be charged to the Maintenance/Repair Budget for City Hall. This line item has currently exceeded the 2018 budget authority, primarily as a result of unanticipated roof and AC repairs. The lighting provides an important safety feature for our public building and staff is seeking approval to exceed the original budget authority to proceed with this project. Budget savings are available to cover the cost of the lighting

CFAA CONSIDERATIONS/IMPACTS: Functioning and appropriate lighting on the walkways in front of City Hall will aid the safety of employees and visitors. The new lighting will make City Hall more accessible to everyone during evening hours.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Maintenance/Repairs City Hall 01-07-305-02
Available Budget:	\$0



9108 Cody
Lenexa, Ks 66214
(913) 825-3506

Date 10/31/18

To City of Mission

ATTN: Brent Morton
Location: City of mission
Project: Lighting Retrofit

City of Mission lighting proposal.

Brent,

We are submitting this bid using RAB lighting
6 RAB FFLED18W to illuminate the both sides of the signs at the entrances of the building
4 RAB FFLED 39W for the architectural lighting to illuminate the East side of the building
1 RAB FFLED 39 SW to mount on the 2" conduit on the S.E. end of the building
3 RAB BLED 24W Bollards lighting the steps on the east side of the building.
2 RAB HSLED for Flag pole narrow focus
Lighting package is 4849.18

Replace existing light with the New LED and connect them to existing circuits
Add conduit and circuits to the bollards and attach to a concrete base add the flag poles lights using some of the existing conduit adding new conduit and boxes for these new circuits

Daylight sensors will control all outdoor lighting
Labor and material

Total Price for above listed labor: \$4200.00

Standard Labor and material rates.

Journeyman wireman \$95
Apprentice labor with journeyman \$65

Material

30% \$100 - \$500
20% \$500 - \$1000
10% \$1000 - up

If you accept this proposal, please have an authorized person sign and date where indicated below and return to All Current Electric LLC. Any proposal that is not signed by customer and received by All Current Electric within 30 days from the proposal date above will at the option of All Current Electric be null and void.

Signature _____ Date _____ PO# _____

Eric Fernandez
All Current Electric LLC
eric@allcurrentelectricc.com
(913) 825-3506



To: City of Mission

Attn: Brent

Re: City Hall (Site Lighting)

Flag Pole

- Install 2-RAB 26watt LED flood fixtures (one west side and one east side)
- Install 2in. rigid fixture post in concrete to mount fixtures on
- Feed from existing 120volt circuit

City Hall Sign (East Side)

- Install 2-RAB 18watt LED flood fixtures (one south side and one north side)
- Install 2in. rigid fixture post in concrete to mount fixtures on
- Feed from existing 120volt circuit

City Hall Sign (South Side)

- Install 2-RAB 18watt LED flood fixtures (one west side and one east side)
- Install 2in. rigid fixture post in concrete to mount fixtures on
- Feed from existing post light next to sign

Police Station Sign

- Install 2-RAB 18watt LED flood fixtures one south side and one north side)
- Install 2in. rigid fixture post in concrete to mount fixtures on
- Feed from existing 120volt circuit that feed old fixtures

Middle Area Ground Lights (4-ground lights to high light building)

- Change out 4-existing fixtures to RAB 18watt LED flood fixture
- Install 2in. rigid fixture post in concrete to mount fixtures on
- Feed from existing 120volt circuits and rework wiring

City Hall Entry (Steps)

- Install 3-bollard ground fixtures (one on each side of side walk at the base of the stairs and one on the east side of the side walk by the other set of stairs going to the police station)
- Install concrete base to mount bollards on
- Feed from the existing 120volt circuit and rework wiring

Excluded from quote as listed

- Replacement of existing wiring in place to feed new lighting (reuse all existing in place to feed new fixtures)
- Trenching under sidewalks (Per Brent the city has install sleeves for us to use)
- Final grade (landscaping, sod, reseeding and mulch)

Estimated budget cost \$13,500.00

Thank you: Ray Russell



Mr. Electric Of Paola and Overland Park
 1003 Baptiste Dr.
 Paola, KS 66071
 office# 888-201-6129

Estimate 57709284
 Job 57708118
 Estimate Date 9/27/2018
 Completed Date
 Technician *Matt Reed
 Customer PO

Billing Address
 City of Mission
 6090 Woodson Street
 Mission, KS 66202 USA

Job Address
 City of Mission
 6090 Woodson Street
 Mission, KS 66202 USA

Estimate Details

Outdoor lighting upgrade: If addition work needs to be done for feeding lights, will charge \$125 per tech and hour plus material to finish job.

Task #	Description	Quantity	Your Price	Your Total
991007	Add two FFLED18 fixtures for each of the three signs around building. Two of the signs have existing power. This bid is contingent upon existing power being secure. At third sign location will need to trench a little ways to bring power either from junction box or outdoor plug in the area. If these are not already operated on timer will use photocell to control lighting.	1.00	\$2,843.84	\$2,843.84
991007	Replace four building lights located in front in mulch bed with new FFLED18 fixtures.	1.00	\$1,589.29	\$1,589.29
991007	Add three BLED2X13/PC Ballard fixtures by entrance to building. Will need to do minor trenching and backfill to lay conduit to fixture locations. Will feed from existing outdoor power either at junction box or receptacle in fixture location.	1.00	\$3,727.58	\$3,727.58
991007	Replace existing flag pole lightings with new HBLED26A fixtures. Will demo out old fixtures and set new junction boxes at theirs location. Will feed new lights from existing fixture feeds.	1.00	\$1,521.18	\$1,521.18
991007	Replace building light for main sign with EZLED78SG fixture. Will use existing feed from old fixture to power light.	1.00	\$1,322.84	\$1,322.84
			Sub-Total	\$11,004.73
			Tax	\$0.00
			Total	\$11,004.73

Thank you again for choosing Mr. Electric!

IMPORTANT NOTICE: You and your contractor are responsible for meeting the Terms and Conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Electric® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Electric to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. A monthly service charge, at maximum allowed by law, will be added after 10 days. Independently owned and operated franchise. Amount to Authorize: \$11,004.73

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	October 5, 2018
Community Development & Public Works Department	From:	Emily Randel

Action items require a vote to recommend the item to full City Council for further action.

RE: Selection of On-Call Engineering Firm(s)

RECOMMENDATION: Approve Professional Services Agreements with George Butler & Associates (GBA) and Olsson to perform On-Call Engineering services for the City of Mission.

DETAILS: The City's current contracts for various on-call engineering services expire on December 31, 2018. A Request for Qualifications (RFQ) for On-Call Engineering Services was issued in September with a total of five (5) firms responding: BHC Rhodes, George Butler & Associates (GBA), Larkin Lamp Rynearson, Olsson, and TranSystems. All five firms were interviewed.

Interviews were conducted by an eight member selection committee, consisting of: Ken Davis and Kristin Inman (City Council), Pete Christiansen (Planning Commission), Kent Lage (Johnson County Urban Services Division) and Laura Smith, Brian Scott, Emily Randel, and Brent Morton (City Staff).

Staff is recommending that the City enter into agreements for on-call engineering services with both George Butler & Associates (GBA) and Olsson. Staff believes there are multiple benefits to continuing a relationship with two firms in that it provides flexibility when assigning projects and contracts, and in avoiding conflicts of interest.

Master agreements with both firms are included in the packets, and have been reviewed by the City's legal counsel. Once the master agreements are in place, individual task orders would be submitted and reviewed by the City Council for specific projects as needs arise. Hourly rate schedules for George Butler & Associates (GBA) and Olsson are included as attachments to both professional services agreements.

The proposed professional services agreements for both firms would be effective for three years (December 2021) with an option to renew for one additional year. Funds are included in the Community Development and Public Works Department's annual budgets for on-call engineering work. In addition, engineering costs may be charged to the Special Highway, Street Sales Tax, Stormwater or other funds used for infrastructure maintenance or construction. Budgets/funds would be identified and allocated on a project-by-project basis.

COMMUNITIES FOR ALL AGES IMPACT: N/A

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-23-207-03 (Comm Dev) and 01-20-207-03 (Public Works)
Available Budget:	\$75,000 (CD) + \$60,000 (PW) + specific capital projects authorized

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between City of Mission, Kansas (Owner) and George Butler Associates, Inc. (GBA), for the following reasons:

1. Owner intends to require professional engineering services for various traffic, development, and Capital Improvements Projects throughout the City (the Project); and,
2. Owner requires design services, traffic engineering services and traffic studies, design review services, capital project bidding services, construction observation/inspection services, and general professional services associated with the City's improvement projects (the Services); and,
3. GBA is prepared to provide the services. In consideration of the promises contained in this Agreement, Owner and GBA agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 20____. Agreement shall be for a period of 36 months with an option to extend the agreement for an additional 12 month period.

ARTICLE 2 - TASK ORDERS

Task Orders shall be used to describe the parties' mutual agreement on the Scope of the Services, schedule, compensation, and other particulars as stated therein. Task Orders shall be in the general form shown in attached Exhibit "A." Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

GBA shall provide the Services described in Section A (Scope of Services) of each Task Order.

ARTICLE 4 - SCHEDULE

GBA shall exercise its reasonable efforts to perform those Services within the time frame set forth in Section B (Schedule) of each Task Order.

ARTICLE 5 - COMPENSATION

Owner shall pay GBA in accordance with Section C (Compensation) of each Task Order. Notwithstanding anything to the contrary in this Agreement or any Task Order, should the Services under this Agreement include products or services that are commercially priced by GBA, such amounts shall be invoiced to Owner in accordance with the Schedule of Fees offered by GBA and are not subject to audit on the basis of costs incurred.

GBA shall periodically invoice Owner for Services rendered. Invoices shall be due and payable

upon receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. Owner shall pay GBA's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Section D (Owner's Responsibilities), of each Task Order. In addition, Owner shall perform and provide the following in a timely manner so as not to delay the Services of GBA:

- (a) Place at GBA's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by GBA to perform its Services.
- b) Give prompt written notice to GBA whenever Owner becomes aware of any development that affects the scope or timing of GBA's Services, or any defect in the Services of GBA.
- (c) Advise GBA of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Owner hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by Owner to GBA. Owner hereby grants GBA the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. Owner represents that GBA's use of such documents will not infringe upon any third parties' rights. GBA shall provide prompt, written notice to the City if GBA becomes aware of any errors, omissions or inconsistencies in any provided information/data.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and GBA's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and GBA agree to allocate and limit such liabilities in accordance with this Article.

Indemnification. GBA and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each

party is responsible for such damages, liabilities or costs on a comparative basis of fault.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the term of this Agreement, GBA shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance (Owned and non-owned autos), with a combined single limit of \$1,000,000 per occurrence.
- (c) Workers' Compensation and Employers Liability Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$100,000/\$500,000.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

GBA shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall be added as an additional insured under policies listed under (a) and (b) above. Owner shall require all Project contractors to include Owner, GBA, and its parent company, affiliated and subsidiary entities, directors, officers and employees as additional insured's on their General and Automobile Liability insurance policies, and to indemnify both Owner and GBA, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

GBA shall not be responsible for:

- (a) Construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project;
- (b) The failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to GBA, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes, or
- (c) Procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to GBA in a Task Order.

In the event the Owner requests GBA to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to GBA for review at least 15 days prior to the requested date of execution. GBA shall not be required to execute any certificates or documents that would:

- (a) Unreasonably increase GBA's legal or contractual obligations or risks;
- (b) Require knowledge, services or responsibilities beyond the scope of this Agreement; or
- (c) Result in GBA having to certify, guarantee or warrant the existence of conditions whose existence GBA cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because GBA has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, GBA's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. GBA does not guarantee that proposals, bids, or actual Project costs will not vary from GBA's cost estimates or that actual schedules will not vary from GBA'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by GBA as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by GBA for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to GBA. Owner shall indemnify and hold harmless GBA and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle GBA to additional compensation at rates to be agreed upon by Owner and GBA.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by GBA and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that GBA shall have the unrestricted right to their use. GBA shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of GBA.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to GBA. GBA shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay GBA for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to GBA's compensation and the Project schedule.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor GBA shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or GBA under this Agreement or any Task Order. GBA shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - NOTICES

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

Owner: Ms. Laura Smith, City of Mission, Kansas, 6090 Woodson, Mission, Kansas 66202.

GBA: Bryan Blizzard, GBA, 9801 Renner Boulevard Suite 300 Lenexa, Kansas 66219-9745

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and GBA.

ARTICLE 17 - DISPUTES

In the event of a dispute between Owner and GBA arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

GBA hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws

and regulations.

GBA affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is GBA's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

GBA further affirms completion of applicable governmental employer information reports including the EE0-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

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

ARTICLE 20-SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 – INTEGRATION

This Agreement, including Exhibit "A" (incorporated by this reference), and subsequently issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between Owner and GBA. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

Owner and GBA each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither Owner nor GBA shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, GBA may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall

prevent GBA from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and GBA. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and GBA.

ARTICLE 25 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, Owner and GBA have executed this Agreement.

City of Mission, Kansas (Owner)

By: _____
Name: _____
Title: _____
Date: _____

George Butler Associates, Inc. (GBA)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit "A" – Task Order
TASK ORDER NUMBER

This Task Order is made as of this _____ day of _____ 20____ ; under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated _____ (the Agreement), between the City of Mission, Kansas (Owner) and George Butler Associates, Inc. (GBA). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

(Insert a brief description of the Project elements to which the Task Order Applies)

SECTION A. - SCOPE OF SERVICES

A.1. GBA shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner:

A.3. In conjunction with the performance of the foregoing Services, GBA shall provide the following submittals/deliverables (Documents) to OWNER:

SECTION B. - SCHEDULE

GBA shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to GBA the estimated amount of \$_____, payable according to the following terms:

Client shall pay to GBA for the performance of the Basic Services the actual time of personnel performing such Services Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in Item C.2. GBA's Services will be provided on a time and expense basis, estimated not to exceed \$_____. GBA shall submit invoices on a

monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

C.2. Owner shall pay to GBA in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the above Schedule of Fees will be presented to the Owner annually for approval.

C.3. Compensation for Additional Services (if any) shall be paid by Owner to GBA according to the following terms:

SECTION D. - OWNER'S RESPONSIBILITIES

Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of GBA. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

SECTION E. - OTHER PROVISIONS

The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF, the Owner and GBA have executed this task order.

City of Mission, Kansas (Owner)

By: _____

Name: _____

Title: _____

Date: _____

George Butler Associates, Inc. (GBA)

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B
GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS/ARCHITECTS
STANDARD HOURLY RATES – EFFECTIVE JULY 1, 2018

Employment Classification	Hourly Rate
Principal	\$276.00
Senior Associate	232.00
Director of AES	232.00
Associate	195.00
Senior Lead AES	195.00
Senior Specialist	180.00
Project Leader	170.00
Lead AES	170.00
Specialist	145.00
Senior AES	160.00
Senior Technician	135.00
Project AES	132.00
Project Technician	105.00
Design AES	120.00
Design Technician	86.00
Staff AES	108.00
Staff Technician	75.00
Senior Construction Inspector	135.00
Construction Inspector 4	108.00
Construction Inspector 3	104.00
Construction Inspector 2	95.00
Construction Inspector 1	85.00
Senior Field Technician	115.00
Field Technician 3	95.00
Field Technician 2	85.00
Field Technician 1	75.00
Senior Professional Land Surveyor	136.00
Professional Land Surveyor	125.00
Survey Technician 3	100.00
Survey Technician 2	70.00
Survey Technician 1	52.00
2-Man Survey Party	170.00
Training Coordinator	95.00
Senior Administrative Assistant	95.00
Administrative Assistant	72.00
General Office 2	78.00
General Office 1	58.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Nuclear Density/Soil Testing Equipment	50.00 per day
Traffic Counters	20.00 per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown (effective January 1, 2018):

Company Pick-up Truck	0.54 per mile
Personal and Company Cars	0.54 per mile

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between City of Mission, Kansas (Owner) and OLSSON, Inc. (OLSSON), for the following reasons:

1. Owner intends to require professional engineering services for various traffic, development, and Capital Improvements Projects throughout the City (the Project); and,
2. Owner requires design services, traffic engineering services and traffic studies, design review services, capital project bidding services, construction observation/inspection services, and general professional services associated with the City's improvement projects (the Services); and,
3. OLSSON is prepared to provide the services. In consideration of the promises contained in this Agreement, Owner and OLSSON agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 20____. Agreement shall be for a period of 36 months with an option to extend the agreement for an additional 12 month period.

ARTICLE 2 - TASK ORDERS

Task Orders shall be used to describe the parties' mutual agreement on the Scope of the Services, schedule, compensation, and other particulars as stated therein. Task Orders shall be in the general form shown in attached Exhibit "A." Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

OLSSON shall provide the Services described in Section A (Scope of Services) of each Task Order.

ARTICLE 4 - SCHEDULE

OLSSON shall exercise its reasonable efforts to perform those Services within the time frame set forth in Section B (Schedule) of each Task Order.

ARTICLE 5 - COMPENSATION

Owner shall pay OLSSON in accordance with Section C (Compensation) of each Task Order. Notwithstanding anything to the contrary in this Agreement or any Task Order, should the Services under this Agreement include products or services that are commercially priced by OLSSON, such amounts shall be invoiced to Owner in accordance with the Schedule of Fees offered by OLSSON and are not subject to audit on the basis of costs incurred.

OLSSON shall periodically invoice Owner for Services rendered. Invoices shall be due and payable upon receipt. Owner shall give prompt written notice of any disputed amount and shall

pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. Owner shall pay OLSSON's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Section D (Owner's Responsibilities), of each Task Order. In addition, Owner shall perform and provide the following in a timely manner so as not to delay the Services of OLSSON:

(a) Place at OLSSON's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by OLSSON to perform its Services.

b) Give prompt written notice to OLSSON whenever Owner becomes aware of any development that affects the scope or timing of OLSSON's Services, or any defect in the Services of OLSSON.

(c) Advise OLSSON of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Owner hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by Owner to OLSSON. Owner hereby grants OLSSON the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. Owner represents that OLSSON's use of such documents will not infringe upon any third parties' rights. OLSSON shall provide prompt, written notice to the City if OLSSON becomes aware of any errors, omissions or inconsistencies in any provided information/data.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and OLSSON's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and OLSSON agree to allocate and limit such liabilities in accordance with this Article.

Indemnification. Olsson and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each

party is responsible for such damages, liabilities or costs on a comparative basis of fault.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the term of this Agreement, OLSSON shall maintain the following insurance:

(a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(b) Automobile Liability Insurance (Owned and non-owned autos), with a combined single limit of \$1,000,000 per occurrence.

(c) Workers' Compensation and Employers Liability Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$100,000/\$500,000.

(d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

OLSSON shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall be added as an additional insured under policies listed under (a) and (b) above. Owner shall require all Project contractors to include Owner, OLSSON, and its parent company, affiliated and subsidiary entities, directors, officers and employees as additional insured's on their General and Automobile Liability insurance policies, and to indemnify both Owner and OLSSON, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

OLSSON shall not be responsible for:

(a) Construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project;

(b) The failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to OLSSON, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes, or

(c) Procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to OLSSON in a Task Order.

In the event the Owner requests OLSSON to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to OLSSON for review at least 15 days prior to the requested date of execution. OLSSON shall not be required to execute any certificates or documents that would:

(a) Unreasonably increase OLSSON's legal or contractual obligations or risks;

(b) Require knowledge, services or responsibilities beyond the scope of this Agreement; or

(c) Result in OLSSON having to certify, guarantee or warrant the existence of conditions whose existence OLSSON cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because OLSSON has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, OLSSON's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. OLSSON does not guarantee that proposals, bids, or actual Project costs will not vary from OLSSON's cost estimates or that actual schedules will not vary from OLSSON'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by OLSSON as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by OLSSON for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to OLSSON. Owner shall indemnify and hold harmless OLSSON and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle OLSSON to additional compensation at rates to be agreed upon by Owner and OLSSON.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by OLSSON and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that OLSSON shall have the unrestricted right to their use. OLSSON shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of OLSSON.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to OLSSON. OLSSON shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay OLSSON for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to OLSSON's compensation and the Project schedule.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor OLSSON shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or OLSSON under this Agreement or any Task Order. OLSSON shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - NOTICES

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

Owner: Ms. Laura Smith, City of Mission, Kansas, 6090 Woodson, Mission, Kansas 66202.

OLSSON: Paul Moore, 7301 West 133rd Street, Suite 200, Overland Park, KS 66213.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and OLSSON.

ARTICLE 17 - DISPUTES

In the event of a dispute between Owner and OLSSON arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

OLSSON hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable

laws and regulations.

OLSSON affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is OLSSON's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

OLSSON further affirms completion of applicable governmental employer information reports including the EE0-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

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

ARTICLE 20-SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 – INTEGRATION

This Agreement, including Exhibit "A" (incorporated by this reference), and subsequently issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between Owner and OLSSON. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

Owner and OLSSON each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither Owner nor OLSSON shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, OLSSON may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or

discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent OLSSON from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and OLSSON. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and OLSSON.

ARTICLE 25 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, Owner and OLSSON have executed this Agreement.

City of Mission, Kansas (Owner)

By: _____
Name: _____
Title: _____
Date: _____

OLSSON, Inc. (OLSSON)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit "A" – Task Order
TASK ORDER NUMBER

This Task Order is made as of this _____ day of _____ 20____ ; under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated _____ (the Agreement), between the City of Mission, Kansas (Owner) and OLSSON, Inc. (OLSSON). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

(Insert a brief description of the Project elements to which the Task Order Applies)

SECTION A. - SCOPE OF SERVICES

A.1. OLSSON shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner:

A.3. In conjunction with the performance of the foregoing Services, OLSSON shall provide the following submittals/deliverables (Documents) to OWNER:

SECTION B. - SCHEDULE

OLSSON shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to OLSSON the estimated amount of \$_____, payable according to the following terms:

Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in Item C.2. Olsson's Services will be provided on a time and expense basis, estimated not to exceed \$_____. Olsson shall submit

invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

C.2. Owner shall pay to OLSSON in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the above Schedule of Fees will be presented to the Owner annually for approval.

C.3. Compensation for Additional Services (if any) shall be paid by Owner to OLSSON according to the following terms:

SECTION D. - OWNER'S RESPONSIBILITIES

Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of OLSSON. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

Section E. - Other Provisions The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF, the Owner and OLSSON have executed this task order.

City of Mission, Kansas (Owner)

By: _____
Name: _____
Title: _____
Date: _____

OLSSON, Inc. (OLSSON)

By: _____
Name: _____
Title: _____
Date: _____

Exhibit B

OLSSON 2018 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate Per Hour</u>
Office Leader	\$ 223.00
Industry Expert	\$ 223.00
Regional Business Development Leader	\$ 204.00
Technical Leader	\$ 161.00
Team Leader	\$ 182.00
Senior Engineer	\$ 165.00
Senior Project Engineer	\$ 149.00
Project Engineer	\$ 134.00
Associate Engineer	\$ 113.00
Assistant Engineer	\$ 96.00
Senior Scientist	\$ 148.00
Senior Project Scientist	\$ 131.00
Project Scientist	\$ 115.00
Associate Scientist	\$ 94.00
Assistant Scientist	\$ 77.00
Senior Planner	\$ 148.00
Senior Project Planner	\$ 131.00
Project Planner	\$ 115.00
Associate Planner	\$ 94.00
Assistant Planner	\$ 77.00
Senior Landscape Architect	\$ 151.00
Senior Project Landscape Architect	\$ 134.00
Project Landscape Architect	\$ 118.00
Associate Landscape Architect	\$ 97.00
Assistant Landscape Architect	\$ 79.00
Senior Construction Manager	\$ 152.00
Senior Project Construction Manager	\$ 137.00
Project Construction Manager	\$ 121.00
Associate Construction Manager	\$ 102.00
Assistant Construction Manager	\$ 85.00
Design Manager	\$ 132.00
Design Technical Manager	\$ 132.00
Design Associate	\$ 107.00
Senior Technician	\$ 90.00
Associate Technician	\$ 75.00
Assistant Technician	\$ 64.00
Manager CA	\$ 124.00
Technical Manager CA	\$ 105.00
Assistant Manager CA	\$ 91.00

Senior Technician CA	\$	83.00
Associate Technician CA	\$	69.00
Assistant Technician CA	\$	58.00
Manager CMT	\$	116.00
Lab Manager CMT	\$	94.00
Technical Manager CMT	\$	94.00
Assistant Manager CMT	\$	80.00
Senior Technician CMT	\$	72.00
Associate Technician CMT	\$	61.00
Assistant Technician CMT	\$	52.00
Manager NDT	\$	146.00
Lab Manager NDT	\$	121.00
Technical Manager NDT	\$	121.00
Assistant Manager NDT	\$	108.00
Senior Technician NDT	\$	96.00
Associate Technician NDT	\$	82.00
Assistant Technician NDT	\$	69.00
Senior Surveyor	\$	118.00
Survey Technical Manager	\$	118.00
Surveyor	\$	91.00
Associate Surveyor	\$	74.00
Assistant Surveyor	\$	61.00
Administrative Area Leader	\$	156.00
Administrative Manager	\$	128.00
Senior Administrative Coordinator	\$	100.00
Administrative Specialist	\$	100.00
Administrative Coordinator	\$	81.00
Administrative Assistant	\$	70.00
Office Assistant	\$	52.00
Secretarial	\$	52.00
Economic Development Specialist	\$	104.00
Economic Development Coordinator	\$	86.00
Senior Systems Specialist	\$	151.00
Database Manager	\$	151.00
CAD Manager	\$	123.00
BIM Manager	\$	123.00
Civil 3D Trainer	\$	123.00
Senior Computer Programmer	\$	127.00
Computer Programmer	\$	105.00
Associate Computer Programmer	\$	86.00
Senior Network Systems Administrator	\$	123.00
Network Systems Administrator	\$	101.00
Senior Computer Systems Coordinator	\$	101.00

Computer Systems Coordinator	\$	79.00
Computer Systems Technician	\$	66.00
Student Intern - Level 3	\$	75.00
Student Intern - Level 2	\$	64.00
Student Intern - Level 1	\$	54.00
Drilling Crew	\$	190.00

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	November 7, 2018
Administration	From:	Brian Scott

Action items require a vote to recommend the item to full City Council for further action.

RE: Purchase of Vehicle for Community Development Department

RECOMMENDATION: Approve the purchase a 2019 Ford Escape SE for \$21,592.

DETAILS: This summer during the budget process, staff spoke to the need of hiring a full-time building official to conduct plan reviews and inspections of various residential and commercial construction projects in the City of Mission. It was also recommended that consideration be given to the purchase of a vehicle that the building official can use in performing these duties. This will eliminate any wear and tear on their personal vehicle when performing their duties, and it will provide a sense of “presence” when at construction sites or out in the community.

A conditional job offer has been extended to a candidate for the position of building official. In preparing for this individual joining the City’s Community Development Department, staff is ready to proceed with the purchase of the vehicle. The 2018 Estimated Budget was adjusted in August to reflect Council’s approval of this purchase in the current budget year.

Staff has received a quote from Shawnee Mission Ford for a 2019 Ford Escape SE. The base price for the vehicle is \$21,155. Options on the vehicle include a reverse sensing (\$232) and all weather floor and cargo mat (\$205) for a total of \$21,592. Decals and flashers will be installed by a third party for an additional \$1,000. This vehicle is similar to one that was purchased two years ago for the Community Development Department for use by the Neighborhood Services Officers.

Shawnee Mission Ford was awarded the joint vehicle purchase bid through the Mid-America Council of Procurement Professionals (MCPPE). The MCPPE is made-up of cities in the Kansas City region that join together to increase their purchasing power on items and equipment of common interest.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	
Line Item Code/Description:	01-23-407-01
Available Budget:	\$30,000

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/268-6521
WWW.SHAWNEEMISSIONFORD.COM

November 8, 2018

Robert Myers
City of Mission

2019 Model at the 2018 price until 11-15-18

FYI, they do not offer the cold weather package anymore

Front Heated seats are standard on the SE

Exterior: ?

Interior: Charcoal Black (**KB**) or Med Light Stone (**KL**)

Base Price: \$21,155

Options:

- All Weather Floor Mats (**50C**) \$119

Total \$21,274


Additional Options to consider

- Reverse Sensing (**60S**) \$232
- Cargo Mat (**50Q**) \$86

Thank you for your time and interest.

Sincerely,

Jay Cooper



Government Fleet Sales