



**The City of Lee's Summit**  
**Final Agenda**  
**Public Works Committee**

Thursday, February 23, 2017

4:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENTS
4. APPROVAL OF ACTION LETTER
  - A. [2017-0941](#) Approval of the January 30, 2017 Action Letter
5. BUSINESS
  - A. [TMP-0353](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL ENGINEERING CO, INC. IN THE AMOUNT OF \$207,232.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN (RFQ NO. 196-31583).
  - B. [TMP-0373](#) AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE PRAIRIE TOWNSHIP FIRE PROTECTION DISTRICT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, AND AUTHORIZING A ONE-TIME, NON-PRECEDENT SETTING EXCEPTION TO SECTION 6500.F.1.j. OF THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ALLOW A SANITARY SEWER CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM FROM A LOCATION OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

- C. [TMP-0355](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).
- D. [TMP-0400](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.
- E. [TMP-0399](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 40432471-2C FOR THE FY2017 CURB REPAIR 2 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$ \_\_\_\_\_.
- F. [2017-0950](#) Lee's Summit Solid Waste History
- G. [2017-0913](#) Stormwater Funding Options
- H. [2017-0991](#) Tonnage Report

## 6. ROUNDTABLE

### ADJOURNMENT

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".

## Packet Information

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**File #:** 2017-0941, **Version:** 1

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Approval of the January 30, 2017 Action Letter

Issue/Request:

Approval of the January 30, 2017 Action Letter.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move for approval of the Action Letter dated January 30, 2017.



**The City of Lee's Summit**  
**Action Letter**  
**Public Works Committee**

Monday, January 30, 2017

4:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. CALL TO ORDER

The January 30, 2017 Public Works Committee meeting was called to order by Vice-Chairman Binney, at 4:33 p.m. at City Hall, 220 SE Green Street, in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

2. ROLL CALL

**Present:** 4 - Vice Chair Rob Binney  
Councilmember Craig Faith  
Councilmember Phyllis Edson  
Alternate Diane Seif

**Absent:** 1 - Chairperson Dave Mosby

3. APPROVAL OF ACTION LETTER

- A. [2017-0906](#) Approval of the December 19, 2016 Action Letter

**ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Faith, that these Minutes be approved. The motion carried by a unanimous 3-0 vote (Councilmember Seif, non-voting alternate).**

4. PUBLIC COMMENTS

Mr. Dale E. Coy addressed the Public Works Committee regarding discussion of packet item number 2017-0870 Snow control information systems. He said that he believes the Snow Emergency Plan should be a City document as opposed to a Public Works document and it should be handled by a different Council Committee. He also stated that AVL (Automatic Vehicle Location system) is not just used in Public Works, it is used by other departments as well. On the topic of the public facing website, Mr. Coy pointed out that the reported cost of \$50,000 to provide interface for real-time data equals \$0.50 per Lee's Summit resident and the basic solution currently provided by the vendor for \$600 per year is less than \$.01 per Lee's Summit resident. He then provided his comments regarding staff focus during snow events. The Public Works Department's

focus is on executing the snow plan and meeting the established goals but that is not the focus of other City departments. He questioned if public communication is being accomplished through other methods because he was only able to find a notice of preparing for an upcoming event and the completion of the snow removal efforts. He didn't think that met the City's Performance Excellence goal of proactive communication. Mr. Coy said that he believes that many calls to the snow desk and comments to Councilmembers constitute public requests for a public facing website.

5. BUSINESS

- A. [BILL NO. 17-30](#) AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI. (PWC 1/30/17)

**A motion was made by Vice Chair Binney, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Councilmember Seif, non-voting alternate).**

- B. [BILL NO. 17-38](#) AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT. (PWC 1/30/17)

**A motion was made by Councilmember Faith, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Councilmember Seif, non-voting alternate).**

- C. [BILL NO. 17-29](#) AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT. (PWC 1/30/17)

**A motion was made by Councilmember Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Councilmember Seif, non-voting alternate).**

Public Works Committee

Action Letter

January 30, 2017

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- D. [BILL NO. 17-31](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A). (PWC 1/30/17)

**A motion was made by Councilmember Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Councilmember Seif, non-voting alternate).**

- E. [BILL NO. 17-32](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B). (PWC 1/30/17)

**A motion was made by Councilmember Faith, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Councilmember Seif, non-voting alternate).**

- F. [BILL NO. 17-37](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C) (PWC 1/30/17)

**A motion was made by Councilmember Faith, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Councilmember Seif, non-voting alternate).**

- G. [BILL NO. 17-34](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (PWC 1/30/17)

**A motion was made by Councilmember Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Councilmember Seif, non-voting alternate).**

- H. [BILL NO. 17-36](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$2,656.00 FOR SPONSOR'S STATE BLOCK

Public Works Committee

Action Letter

January 30, 2017

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GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (PWC 1/30/17)

**A motion was made by Councilmember Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Councilmember Seif, non-voting alternate).**

- I. [BILL NO. 17-35](#) AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS. (PWC 1/30/17)

**A motion was made by Councilmember Faith, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Councilmember Seif, non-voting alternate).**

- J. [BILL NO. 17-33](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI. (PWC 1/30/17)

**A motion was made by Councilmember Faith, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Councilmember Seif, non-voting alternate).**

- K. [2017-0870](#) Snow control information systems

Mr. Shawn Graff, Assistant Director of Operations, began his presentation with an overview of the AVL (Automatic Vehicle Location) system. The AVL system is used to follow up on requests for service, to dispatch the closest snow plow to aid emergency vehicles and real-time reports to verify snow plow locations at the time of reported accidents. The system was intended to be a supplement to the existing system called Snow Tracker, it was never intended to be a public facing website.

The public facing website is housed on the vendor's servers to prevent the City's internal Snow Tracker system from crashing if there is a high volume of people logging in. The current website is a basic solution offered by the vendor for \$600 a year. The cost to provide interface for real-time data was in excess of \$50,000 which was denied through a budget request.

One of the issues with the current public facing website is that it relies on the AVL equipment operating correctly. Antennas get knocked off by tree limbs, sensors on plows are sensitive to the weather conditions during snow events, and the AVL technology is 6 years old. The website also only collects data if the truck's plows are down so it doesn't report accurate

information during an ice event when salt is being put down with the plows up. The public facing website doesn't provide a higher level of service and it won't tell people when a plow will be in front of their house. It also doesn't capture work performed by contractors hired to work in the downtown area. Mr. Graff stated that he was not aware of calls to the snow desk asking to have more information added to a public facing website and that public communication is being handled through other avenues. The Public Works goal time to have all streets plowed and treated is on average 32.5 hours after the snow stops.

There are a couple of system enhancement options currently being considered, including a route optimization system that would make operations more efficient and easier for the drivers and AVL vendors that can integrate with the current CityWorks system.

Mayor Pro Tempore Binney said that instead of providing money for a website, the City Council decided to provide money for wing plows, a second salt dome and a brine making system to aid in increasing the level of service. He asked about the life span of the AVL equipment. Mr. Graff answered that a couple of modems and sensors have had to be replaced in the last 6 years but there really isn't a known life span. Ms. Dena Mezger, Director of Public Works, added that the equipment is 6 years old so there is concern there might be better technology and equipment out there. In addition, some other departments, such as police and fire, are both looking into AVL for their fleets; however, right now the Public Works fleet is the only one completely outfitted with it. There is still a lot of research to be done and there will be discussions with other departments to determine what the options and costs are for an integrated system that might work for all.

Councilmember Faith asked if the AVL service is a subscription service and how much equipment is involved with each unit. Mr. Graff answered that the AVL is like a subscription service and each unit has a modem, sensors, an antennae and a cable that goes to the spreader to determine how much salt is being put down. Councilmember Faith then asked how the information is sent to the data collection system. Mr. Graff explained that there is a cell card built into the modem that transmits the data every minute. Every 15 seconds the data is collected and put into a packet, the packet is then compressed and transmitted to the system every minute which helps to cut down on data charges. Councilmember Faith inquired if the data collected includes driver information such as the number of hours the driver has been driving. Mr. Graff responded that it transmits data on the truck not the driver, there is not a driver log in. Councilmember Faith inquired about D.O.T. regulations for drivers and how the department keeps track of that. Mr. Graff said that the public sector is somewhat exempt



from those regulations but his drivers work 12 hour shifts and are required to have at least 8 hours off before their shift begins. Councilmember Faith asked if the system ties in with the City's C.A.D. (map) system. Mr. Graff explained that with the current system, the data is not manipulated to be uploaded to the C.A.D. (G.I.S.) system.

Councilmember Seif asked the Public Works Department to look at how the interactions with the AVL equipment would work for other departments and asked that everyone communicate to make sure they are headed in the same direction. She would like to see a timeline developed for talking to vendors and bring something back to the Public Works Committee at the appropriate time in the future.

Vice Chairman Binney asked Ms. Mezger to address a public comment regarding the Public Works Master Snow Plan and how it works with the plans that other departments have to handle snow removal. Ms. Mezger answered that Public Works is the main department in charge of snow removal and part of the Master Snow Plan, or Snow Emergency Plan, is how the Public Works Department is expected to interface with the City's Emergency Operations Plan. The City's Emergency Operations Plan is applicable to any emergency and follows the federal system NIMS. The Fire Chief is the head of the Emergency Operations System. Vice Chairman Binney encouraged the new communications and marketing team to work with the people doing the work to find a better way to share the stories so that people aren't waiting for the information and then finding out after the fact.

[2017-0913](#) Stormwater Funding Options

In the interest of time, Vice Chairman Binney moved the presentation on Stormwater Funding Options, packet number 2017-0916, to the February 23, 2017 Public Works Committee agenda.

6. ROUNDTABLE

Ms. Dena Mezger, Director of Public Works, explained that the Staff Report included under roundtable on the agenda, is a tonnage report that was requested by Chairman Mosby. The tonnage report has not been provided quarterly because the City no longer operates the Landfill.

Vice Chairman Binney read aloud some of the reported tonnage figures. In December the average tonnage per day was 402. Summit Waste Systems average for their first 10 months of operations was 381. When compared to the average of the previous year of 409, Summit Waste Systems is down a little bit from when the City operated it.

Vice Chairman Binney then mentioned the change order and status report.

Public Works Committee

Action Letter

January 30, 2017

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He reported that Jefferson Street is underway and is on schedule, and the northbound lane is now open. The Tudor Road bridge is at 80% completion. Ms. Mezger explained the the concrete on the bridge needs to cure, and the decision was made to not open it until after snow season so salt treatments won't deteriorate the bridge deck. Vice Chairman Binney mentioned the Robin Hills project, which is 84% complete, and there are a few other projects in the design phase.

Councilmember Faith asked Ms. Mezger for an explanation of why the pothole on Oldham Parkway, in front of Freddie's Frozen Custard, keeps coming back after multiple repairs. Ms. Mezger explained that there is water that keeps washing out the patches. MoDOT plans to keep patching it, as needed, through the winter and then they intend to tear out that stretch of road, add drains and repave it. Councilmember Faith asked if the City is monitoring the area to report to MoDOT when it needs repaired. Ms. Mezger answered that MoDOT is monitoring it but the City can certainly report it to them if it needs attention. Councilmember Faith reported that it is in need of attention now, as cars and busses are going into the suicide lane to avoid the pothole.

Councilmember Faith then asked about the on-street parking on O'Brien Street at the John Calvin homes. The issue has gone through the Public Safety Advisory Board but the lane seems to be very narrow and the parking encroaches on the stop sign and interferes with the emergency entrance to John Knox Village for ambulances. Mr. Michael Park, City Traffic Engineer, reported that many efforts to resolve the issue have been unsuccessful. An ordinance restricting parking on the street was presented to the Public Safety Advisory Board, but they were not in favor of it because they thought there is not enough parking for the John Calvin homes and they need the on-street parking. Staff is willing to present an ordinance restricting on-street parking in that area if that is a recommendation by the Public Works Committee. Councilmember Faith suggested moving the center line over and adding lines to delineate parking spaces if there is room to do it. Mr. Park answered that it would be a continued enforcement issue and it would disrupt the lane alignments through the intersection. Also, O'Brien is a preferred bike route on the bicycle transportation plan and the extra lane width is very important to them. Councilmember Faith asked Vice Chairman Binney if the topic could be added to a future Public Works Committee agenda for discussion. Vice Chairman Binney suggested sending the request to Chairman Mosby, and there was a consensus of the Committee members to do so.

February 23, 2017 at 4:30 pm is the next scheduled Public Works Committee meeting.

Public Works Committee

Action Letter

January 30, 2017

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- A. [2017-0916](#) Staff Report
- 7. ADJOURNMENT

The January 30, 2017, Public Works Committee meeting was adjourned by Vice Chairman Binney at 6:23 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "[www.cityofls.net](http://www.cityofls.net)".

## Packet Information

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**File #:** TMP-0353, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL ENGINEERING CO, INC. IN THE AMOUNT OF \$207,232.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN (RFQ NO. 196-31583).

Key Issues:

This agreement is to provide professional engineering services for the design of sanitary sewer facilities, stream restoration, state and federal permitting, easement appraisal and acquisition, and utility coordination.

Background:

This project is funded by Sanitary Sewer Tap Fund and the Sewer Construction Fund and involves the replacement of approximately 3,100 feet of sewer trunk line in the Cedar Creek Watershed. The condition of the pipe is a concern. Several manholes are presently located in the stream bed.

The existing sanitary sewer lines do not have capacity to convey the predicted wet-weather flows nor meet the future needs of development in Sub-basins CC-03 and CC-04.

The upstream location is Manhole 28-098, approximately 2,000 feet west of Pryor Road and 3,300 feet north of 3<sup>rd</sup> Street. The approximate downstream location is Manhole 28-044, approximately 4,200 feet west of Pryor Road and 1,300 feet north of 3<sup>rd</sup> Street.

Public Works issued RFQ 196-31583 on October, 24, 2016. The RFQ was advertised in the City website and [www.PublicPurchase.com](http://www.PublicPurchase.com). Seven firms submitted statements of qualifications prior to the November 15, 2016 closing date. All submittals were evaluated by the evaluation team composed of five personnel with representatives from Public Works and Water Utilities Departments.

Proposed Committee Motion:

I to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL ENGINEERING CO, INC. IN THE AMOUNT OF \$207,232.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN (RFQ NO. 196-31583).

Presenter: Jeff Thorn, Assistant Director of Engineering Services.

Staff Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL ENGINEERING CO, INC. IN THE AMOUNT OF \$207,232.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR

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**File #:** TMP-0353, **Version:** 1

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WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN (RFQ NO. 196-31583).

Committee Recommendation:

BILL NO.

ORDINANCE NO.

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AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL ENGINEERING CO., INC. IN THE AMOUNT OF \$207,232.00.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN (RFQ NO. 196-31583).

WHEREAS, the project involves the replacement of approximately 3,100 feet of sanitary sewer trunk line in the Cedar Creek Watershed including stream restoration, state and federal permitting, easement appraisal and acquisition and utility coordination; and,

WHEREAS, the existing sanitary sewer lines do not have capacity to convey the predicted wet-weather flows nor meet the future needs of development in Cedar Creek sub-basins CC-03 and CC-04, the condition of the pipe is a concern and several manholes are presently located in the stream bed; and,

WHEREAS, this project is funded by the Sewer Tap Fund and the Sewer Construction Fund; and,

WHEREAS, the City issued RFQ No. 196-31583 for professional engineering services to design Winterset Woods & Sterling Hills Trunk Sewer Main located approximately 2,000 to 4,200 feet west of Pryor Road and approximately 1,300 to 3,300 feet north of 3<sup>rd</sup> Street; and,

WHEREAS, the City and Burns and McDonnell Engineering Co., Inc. desire to enter into an agreement in the amount of \$207,232.00 for Professional Engineering Services for Winterset Woods & Sterling Hills Trunk Sewer Main (RFQ No. 196-31583).

WHEREAS, Burns and McDonnell Engineering Co., Inc. represents that the firm is equipped, competent, and able to undertake such an assignment.

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

SECTION 1. That an agreement for professional engineering services by and between the City of Lee's Summit, Missouri and Burns & McDonnell Engineering Co., Inc., generally for the purpose of the provision of engineering services to design Winterset Woods & Sterling Hills Trunk Sewer Main, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian W. Head, City Attorney

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN  
(RFQ NO. 196-31583)**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Burns & McDonnell Engineering Co., Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for Winterset Woods & Sterling Hills Trunk Sewer Main (hereinafter "Project"); and

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

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

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

**WHEREAS**, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

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

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

This project involves the replacement of approximately 3,100 feet of sewer trunk line in the Cedar Creek Watershed. The existing sanitary sewer lines do not have capacity to convey the predicted wet-weather flows nor meet the future needs of development in Sub-basins CC-03 and CC-04. Condition of the pipe is a concern. There has been one documented overflow in the last year. Design shall determine the best location for the replacement pipe along the adjacent stream. Several manholes are presently located in the stream bed. The upstream location is Manhole 28-098, approximately 2,000 feet west of Pryor Road. The approximate downstream location is Manhole 28-044, approximately 1,300 feet north of 3<sup>rd</sup> Street. A survey has already been completed of the project area and potential access points.

Key components of the project:

1. The line is in the proximity of and crosses the Kansas City Water Jackson-Cass Transmission Main requiring coordination with the Kansas City, MO Water Services Department.
2. The line is in the proximity of and crosses the Jackson County Rock Island Rail Corridor Authority property.



3. Fiber Optic lines are believed to be buried along the railroad corridor right-of-way.
4. There are four sewer connections to neighboring subdivisions along this stretch.
5. Easements will be required on about 12 properties along the main.
6. FEMA permits may be required for construction within the 100 year flood plain and stream. Stream bank stabilization and erosion control are major components of the project.
7. MDNR permits are required for sewer construction.
8. Corps of Engineers construction permits will be required for work within the stream channel. Several stream crossings may be required.
9. Access to the site.

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

### **SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER**

#### **A. PROJECT ADMINISTRATION / MANAGEMENT**

1. Manage and administer project and allocate resources to complete the project within schedule and budget limitations. Prepare and submit a monthly invoice and progress report. Each invoice shall include the purchase order number, project number, unit rates/prices, and extended totals. The progress reports shall include an updated schedule, summary of work completed, outstanding project issues, potential scope adjustments, and a comparison of work completed compared against the budgeted amount.
2. Arrange and conduct a kickoff meeting with the City. Discussions shall be held to review and confirm the project goals and objectives, to evaluate basic concerns on objectives and implementation of the project, and to confirm the scope of work. Prepare agenda and minutes for meeting and distribute to meeting attendees.
3. Arrange and conduct project meetings as needed for milestone reviews with the City to discuss items such as coordination of work and responsibilities, project progress and deliverables review (including flow and capacity analysis, preliminary alignment, and 90% complete Contract Document review), schedules, and easement acquisition status. Prepare agenda and minutes for meeting and distribute to meeting attendees. Three project meetings are anticipated.

#### **B. DATA COLLECTION AND REVIEW**

1. Obtain and review existing information and data related to the project area, including topographic and property survey, record drawings, pipe television inspection video, property owner information, GIS data, previous applicable master plans and reports, applicable City design standards, and standard City specification and drawing standards.
2. Perform selected field checks as necessary to prepare the interceptor replacement design. Field checks will be performed to review alignment alternatives, inspect existing manholes, investigate streambank stability and erosion, and identify constructability and access concerns and alternatives. Documentation of field checks will be limited to recording inspection data necessary to adequately prepare design.

3. Conduct a reconnaissance-level fluvial geomorphic assessment of the existing stream in critical areas along the existing and proposed alignments to determine the impact of urbanization on channel morphology and infrastructure exposure and identify methods for restoring protecting proposed infrastructure and channel stability.
4. Conduct a desktop site assessment to comply with the Clean Water Act (CWA) Sections 404 and 401, and to determine if wetlands or other waters of the U.S. exist along the project route. This review will include analysis using U.S. Geological Survey (USGS) 7.5-minute topographic maps, National Wetland Inventory (NWI) maps, National Hydrography Dataset (NHD) information, the county soil survey, and available aerial photography. Following the desktop site assessment, conduct a pedestrian survey to evaluate the project route for the presence of wetlands or other waters of the U.S. according to U.S. Army Corps of Engineers (USACE) requirements. The pedestrian survey will consist of a site visit by a wetland scientist to identify any jurisdictional areas that may be present and to record the locations and boundaries using a Global Positioning System (GPS) unit with sub-meter accuracy. These potential jurisdictional areas will be delineated in accordance with the *1987 Corps of Engineers Wetlands Delineation Manual* (1987 Manual) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region Version 2.0* (2010 Regional Supplement). Gather information on the soils, wetland hydrology, and upland and wetland vegetation along the project route. The wetland scientist will assess whether a delineated area is likely to be considered under jurisdiction of the USACE by determining if a hydrologic connection to waters of the U.S. exists. As part of this effort, photographs will also be taken onsite to provide a visual documentation of any identified features.  
Based on the desktop review and field delineation, prepare a wetland delineation letter report describing the background research, methodologies, and results.
5. Obtain protected species occurrence data from the U.S. Fish and Wildlife Service (USFWS) and Missouri Department of Conservation, Natural Heritage Program (MDC). The protected species occurrence data will be used to determine if any known occurrences of threatened species, endangered species, or designated critical habitats could potentially be affected by the project. Then, complete protected species habitat assessment field surveys along the pipeline route. During the protected species habitat assessment field surveys, the protected species occurrence data obtained from the USFWS and MDC will be confirmed and any previously unknown occurrences of protected species or potential protected species habitat will be identified and evaluated to determine if it could be impacted by the project. Any protected species or potential protected species habitat encountered during the protected species habitat assessment field surveys will be photographed and the location recorded using a GPS with sub-meter accuracy. The results of the protected species habitat assessment field surveys will be provided in habitat assessment letter reports that will be submitted to the City for review and comment. The habitat assessment letter reports will include a project description, maps, the results of the habitat assessment field surveys, site photographs, and will request agency concurrence with the findings. The habitat assessment letter reports that will be

- provided will be suitable for submittal to the USFWS and MDC.
6. Conduct a due diligence archaeological reconnaissance survey of the project area. Initial background research will include a review of the on-line Missouri archaeology database, the National Register of Historic Places database, historic maps, aerial photographs, soils data, and geological data. A summary survey letter report will be prepared and submitted to the City. It is assumed that the project work will not affect properties listed, or eligible for listing, in the National Register of Historic Places; no sites will be identified or recorded; and no artifacts will be collected.
  7. Coordinate the services of a geotechnical sub-consultant. Collect the following sub-surface information for the project:
    - a) At a depth as determined by the Engineer, soil borings shall be completed at up to three (3) locations determined by the Engineer.
    - b) If auger refusal is encountered, rock corings will be made to the depth specified by the Engineer.
    - c) Provide a written report containing the findings of the subsurface investigations.
  8. Stake the location of the borings in the field and provide a surface elevation at each boring.
  9. Request an Ownership Certification (an Ownership and Encumbrance report) from the City for properties anticipated to require new easements. Twelve properties are anticipated to require new easements. Using the title report information, position the existing property and lot lines on the horizontal control network. Notify the City of any discrepancies encountered in the layout of the properties. All existing sewers are assumed to lie within existing easements. Existing easements are assumed to include right of access/entrance for maintenance and repair activities.

### **C. PUBLIC NOTIFICATION AND COMMUNICATION**

1. Assist the City in responding to inquiries from property owners, homeowner associations, utilities, public officials, other City departments, the Water Utilities Public Information Officer, KCMO Water Services Department, John Knox Village, and Jackson County Rock Island Rail Corridor Authority, during the duration of the design and bid phases of the project and document such correspondence. Provide copies of said documentation to the City regularly.
2. Schedule, facilitate, and assist the City in conducting one public notification open house meeting for the affected property owners to occur after the preliminary alignment has been set.
  - a) Establish meeting time and location with consultation from the City and make necessary arrangements for meeting. Space occupancy fees, if necessary, and refreshments, if desired, will be provided by the City.
  - b) Contact property owners within the project area by letter or email with the meeting time and location. Also notify Water Utilities Public Information Officer, City customer service representatives, other appropriate City departments and communication personnel, homeowners associations within the project area, and city council members whose districts fall within the project area. Obtain updated property owner list from the City. Submit meeting notice letter to the City for comment prior to mailing. Provide final meeting notice letter in electronic format to the City for incorporation into the project website.

- c) Prepare meeting agenda and sign-up sheets for public meeting. Submit meeting agenda to the City for comment prior to printing. Print adequate copies of agendas for anticipated number of meeting attendees.
  - d) As requested by the City, prepare and present exhibits in open house style. Review exhibits with the City prior to presentation. Attend public meeting and address technical questions posed by attendees.
3. Assist the City with development and maintenance of a project website by providing information on the project, such as project description, project location maps, key contacts, public meeting notices and presentations, major activities planned, public impacts, street closures, and general schedule. The City will upload information to the project website and host and maintain the project website.
  4. Attend site conferences with affected property owners to discuss project requirements and potential modifications with individuals or groups of property owners and HOA board. Twelve site conferences are anticipated.

#### **D. DETAILED DESIGN**

1. Utilizing data obtained through field investigations and flow data (existing and future anticipated flows) provided by others, perform a desktop hydraulic grade line (HGL) capacity analysis of the existing trunk sewer main to estimate the existing capacity of main. Size the proposed sewer in accordance with the City of Lee's Summit Design Criteria. Update the capacity analysis based on proposed and final alignments.
2. If wetlands or other waters of the U.S. do exist within the project and cannot be avoided, it is assumed that permanent impacts would be less than a 0.5-acre, thus qualifying the project for a USACE Nationwide Permit (NWP) 12 for Utility Line Activities. Prepare and submit the necessary pre-construction notification and NWP 12 permit application package to the USACE. The application package will include a cover letter that details the components of the package and requests the issuance of the necessary permits. Additionally, the application package will include a completed ENR4345 Permit Application Form, a copy of the wetland delineation report, and copies of other agency correspondence that have been obtained for the project. The City will be the permit holder and provide the application fees.
3. Prepare and submit Construction Permit application and application fee to MDNR. The City will be the permit holder and provide the application fees.
4. Obtain Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) data for the project footprint to determine if floodplain modeling (e.g., HEC-RAS study) and a floodplain development permit will be required from the City of Lee's Summit for the project. Prepare and submit the FEMA No-Rise Certification.
5. Stake the preliminary alignment in the field and walk the preliminary alignment with the City.
6. Coordinate project design with affected utility companies identified in the topographic and property survey and preliminary design. Provide one set of 60% complete Contract Drawings to the affected utilities for their review and comment. One meeting with the KCMO Water Services Department is anticipated.
7. Prepare preliminary Contract Drawings and design documents. Standard

documents will include hydraulic calculations, a title sheet, general layout sheet, drawing and symbols lists, sewer plan and profile sheets, easement layout/tract map, erosion control plans, streambank stabilization and restoration plans, standard detail sheet(s), and miscellaneous detail sheet(s). Project drawings shall conform to City drafting standards and minimum plan requirements. No rehabilitation design of existing infrastructure is anticipated. Incorporate City, utility company, and property owner review comments into preliminary documents as applicable.

8. Prepare preliminary Contract Specifications including: (1) utilization of the City's standard "front-end" contract documents, (2) City's Division 1 specifications, (3) Engineer's Supplemental Conditions, (4) technical specifications, and (5) Stormwater Pollution Prevention Plan (SWPPP). Incorporate City, utility company, and property owner review comments into preliminary documents as applicable.
9. Develop an erosion and sediment control plan to meet NPDES Phase 2 Storm Water, Missouri Department of Natural Resources (MDNR), and local jurisdiction requirements. Prepare a General Permit Application and SWPPP and submit to the City for submission to MDNR. The City will be the permit holder and provide the application fees. Outline in the construction Contract Documents that the Contractor will be required to implement the erosion and sediment control plan and keep a copy of the approved Notice of Intent (NOI) issued by MDNR and the erosion and sediment control plan on site. Incorporate the Notice of Transfer of Ownership into the Contract Documents.
10. Prepare and submit a City of Lee's Summit Land Disturbance Permit application and application fee to the City. The City will be the permit holder and provide the application fees.
11. Develop Engineer's Opinion of Probable Construction Cost for the project with a reasonable contingency. Incorporate City review comments into preliminary cost opinions as applicable.
12. Submit copies of the preliminary Contract Drawings, Contract Specifications, and Engineer's Opinion of Probable Construction Cost to the City for review and comment prior to the 60% and 90% complete design review progress meetings.
  - a) Contract Drawings: 5 copies; all copies – 24" x 36" size and properly bound.
  - b) Contract Specifications: 5 copies; all copies – 8 ½" x 11" size and properly bound.
  - c) Engineer's Opinion of Probable Construction Cost: 5 copies; all copies – 8 ½" x 11" size and stapled.
13. After completion of the topographic and property survey and preliminary design efforts, prepare legal descriptions of easements and easement exhibits for properties anticipated to require new permanent easements. The easement exhibit will show an easement number, owner's name(s), scale, north arrow, square footage of sanitary sewer easements and the location of all temporary and permanent easements. Easements shall be sealed by a licensed professional land surveyor. Provide easement descriptions to the City in Microsoft Word and pdf format for review. Incorporate review comments as necessary. Provide an overall easement layout map showing ownership names, easement and tract (PID) numbers, street names and property lines. Twelve

properties are anticipated to require new easements. Easements will be mailed to property owners by the City.

14. Submit copies of the final Contract Drawings and Contract Specifications for bidding and information purposes as follows:
  - a) Contract Drawings: 10 copies; all copies – 24” x 36” size and properly bound.
  - b) Electronic Contract Drawings: 1 copy; all copies – pdf.
  - c) Contract Specifications: 10 copies; all copies – 8 ½” x 11” size and properly bound.
  - d) Electronic Contract Specifications: 1 copy; all copies – pdf.
  - e) Engineer’s Opinion of Probable Construction Cost: 10 copies; all copies – 8 ½” x 11” size.
  - f) Electronic Engineer’s Opinion of Probable Construction Cost: 1 copy; all copies – pdf.
15. Revise alignment field staking and stake easements at approximately the 95% complete design stage.
16. After construction completion, prepare record drawings and submit to the City in Adobe format (pdf) for review. Incorporate review comments as necessary. Provide the City final record drawings in Adobe format (pdf). The record drawings shall incorporate changes shown on the red-line marked up Contractor’s and the RPR’s record sets of drawings, supplementary drawings, shop drawings, change orders, and other records of field changes.

#### **E. BIDDING**

1. Assist the City in establishing a bid opening date and coordinate distribution of Contract Documents in accordance with City purchasing procedures. Coordinate with the City purchasing plan room (QuestCDN) for document distribution.
2. Advise the City of any inquiries prior to the bid opening from contractors, subcontractors, suppliers, and public officials. Submit said documentation to the City.
3. Submit to the City, for approval, draft addenda to the Contract Documents as required. The City shall distribute all written addenda.
4. Schedule and conduct a pre-bid conference with the City and prospective bidders approximately 14 calendar days prior to bid opening to discuss the project requirements and bidder questions. Prepare agenda and meeting notes and issue notes in the form of an addendum.
5. Attend bid opening. Assist the City in reviewing the bids for completeness and accuracy.
6. Consult with, advise, and submit a written recommendation of contract award to the City on the responsibility and responsiveness of contractors, the acceptability of major subcontractors, substitute material and equipment proposed by project respondents. The Engineer shall review the following criteria in determination of contractor and subcontractor acceptability:
  - a) Contractors Certified Financial Statement.

- b) The contractor's and major sub-contractors' personnel and their relative experience, and the quality and availability of the equipment and machinery. The contractor and sub-contractor must also establish that the supervisor directly in charge of the work has been active in the category for which qualification is requested, for a continuous period of at least two (2) years within the last five (5) years preceding qualification application.
  - c) The contractor's and sub-contractor's performance of other similar contracts for public and private improvements.
  - d) Contact contractor's and sub-contractor's references.
  - e) The nature and extent of other contract commitments involving the use of the contractor's and sub-contractor's personnel, machinery, and equipment.
  - f) Whether or not the contractor or sub-contractors have been denied contract award by other public entities, and if so, the reasons thereof, including entity name, type of work, and date of denial.
  - g) Any other fact that would materially affect the ability of the contractor or sub-contractors to properly, adequately, expeditiously and satisfactorily prosecute the work.
7. Provide the successful Bidder with three (3) conformed sets of the Contract Documents for execution and insertion of the required bonds and insurance certificates with one extra copy of the agreement for execution. Ensure that the successful Bidder's insurance certificates and bonds are submitted to the City for review and approval prior to inserting in the Contract Documents. Two sets of Contract Documents will be delivered to the Contractor after being signed by City staff; one set will be kept by the Public Works Department. One signed agreement, along with the bonds and insurance certificates, will be delivered to the City Clerk's office.

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

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

**OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER**

**A. DATA COLLECTION AND REVIEW**

- 1. Expose existing water transmission main to obtain visual verification of pipe location and depth.

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

City shall provide the following services to Engineer:

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

**A. PROJECT ADMINISTRATION / MANAGEMENT**

**B. DATA COLLECTION AND REVIEW**

1. Provide Engineer plats surrounding the project area; research deeds for existing easements and property descriptions.
2. Provide topographic survey of project area, including location of and rim and invert elevations of manholes, utility locations, property and easement locations, creek flow line elevations and top of bank elevations.
3. Provide Engineer existing available information including topographic and property survey, record drawings, pipe television inspection video, property owner information, GIS data, and previous applicable master plans and reports
4. Order and provide Engineer Ownership Certifications (an Ownership and Encumbrance report) for affected properties.

**C. PUBLIC NOTIFICATION AND COMMUNICATION**

1. Provide meeting location, space occupancy fees (if necessary), and refreshments (if desired) for open house public meetings.
2. Provide Engineer updated property owner list of properties affected by the project.
3. Upload project information to the project website and host and maintain the project website.

**D. DETAILED DESIGN**

1. Provide Engineer with anticipated development information that is not presented in the Master Plan.
2. Submit the General Permit Application, SWPPP, and permit fees to MDNR.
3. Mail easements to property owners and acquire necessary easements.
4. Provide Engineer with one copy of the City's current front-end documents and Division 1 specifications.
5. Coordinate project-related activities with other City departments and City leadership.
6. Be the permit holder and pay permit fees for all required permits.

**E. BIDDING**

1. Coordinate project-related activities with other City departments and City leadership.
2. Distribute Contract Documents and all addenda to potential bidders.
3. Maintain plan holders list.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of two hundred seven thousand two hundred thirty-two dollars and no cents. (\$207,232.00), according to the following provisions:



- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of two hundred four thousand thirty-two dollars and no cents (\$204,032.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of three thousand two hundred dollars and no cents (\$3,200.00).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
  - 1. Project Name/Task Name/RFP Number/Description of Agreement.
  - 2. Invoice Number and Date.
  - 3. Purchase Order Number issued by City.
  - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
  - 5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
  - 6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

## **ARTICLE V COMPLETION TIME**

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

- A. **Preliminary Plan Services** – 90 days

**B. Right-of-Way Services – Not Applicable**

**C. Final Design Services – 120 Days**

**D. Bid Phase Services – 90 Days**

**E. Prepare Record Drawings – 30 Days**

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

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

## **ARTICLE VI INSURANCE**

- A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.
- B. **NOTICE OF CLAIM:** The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- C. **INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a

Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.

D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Engineer shall either:

1. Cover all sub-consultants in the Engineer's liability insurance policy or,
2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.

E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.

F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

H. AUTOMOBILE LIABILITY: Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$500,000
City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability	

- I. **WORKERS' COMPENSATION:** This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

J. **GENERAL INSURANCE PROVISIONS**

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's liability program will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

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

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. **EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

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

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer

for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS**: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
  - G. **SUBLETTING ASSIGNMENT OR TRANSFER**: Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
  - H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES**: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
  - I. **ENGINEER'S ENDORSEMENT**: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
  - J. **INSPECTION OF DOCUMENTS**: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
  - K. **INDEMNIFICATION AND HOLD HARMLESS**: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.

- L. **LIMITATION OF LIABILITY:** In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. **SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. **ANTI-DISCRIMINATION CLAUSE:** Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

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

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

and notices to Engineer shall be addressed to:

Cliff Cate, P.E.  
Burns & McDonnell Engineering Co., Inc.  
9400 Ward Parkway  
Kansas City, MO 64114

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

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

Reserved.



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

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

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

**ENGINEER:**

\_\_\_\_\_  
BY: Ron Coker, P.E.  
TITLE: Senior Vice-President

ATTEST:  
  
\_\_\_\_\_

## EXHIBIT A FEE ESTIMATE



TASK NO.	ACTIVITY DESCRIPTION / WORK TASKS	LABOR										SUBTOTAL HOURS	TOTAL LABOR COST	
		Associate Engineer (Level 17)	Associate (Level 15)	Associate (Level 14)	Senior Engineer (Level 13)	Senior (Level 12)	Staff (Level 11)	Staff (Level 10)	Assistant Engineer (Level 9)	Assistant Engineer (Level 8)	Technician (Level 6)			General Office (Level 5)
		\$247	\$239	\$227	\$219	\$197	\$178	\$163	\$144	\$119	\$78	\$62		
<b>TASK A. PROJECT ADMINISTRATION / MANAGEMENT</b>														
1.	Manage and Administer Project	4.0	0.0	28.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	41.0	\$8,530
2.	Conduct a Kickoff Meeting	0.0	0.0	4.0	4.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.5	\$1,894
3.	Conduct Project Meetings	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	24.0	\$5,352
	<b>SUBTOTALS</b>	<b>4.0</b>	<b>0.0</b>	<b>44.0</b>	<b>20.5</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>5.0</b>	<b>73.5</b>	<b>\$15,776</b>
<b>TASK B. DATA COLLECTION AND REVIEW</b>														
1.	Review Existing Project-Related Information and Data	0.0	0.0	2.0	4.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	10.0	\$1,806
2.	Perform Field Checks to Prepare Design	0.0	0.0	3.0	11.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	19.0	\$3,685
3.	Conduct Reconnaissance-Level Fluvial Geomorphic Assessment	0.0	15.0	0.0	7.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	22.5	\$5,228
4.	Conduct Desktop Assessment and Pedestrian Survey for Wetlands Determination	0.0	0.0	0.0	4.0	0.0	0.0	24.0	0.0	12.0	0.0	0.0	40.0	\$6,216
5.	Conduct Desktop Assessment and Pedestrian Survey for Protected Species Habitat Determination	0.0	0.0	0.0	2.0	0.0	0.0	0.0	12.0	2.0	0.0	0.0	16.0	\$2,404
6.	Conduct Archaeological Reconnaissance Survey	0.0	0.0	1.0	0.0	0.0	29.0	0.0	0.0	0.0	0.0	0.0	30.0	\$5,389
7.	Geotechnical Services	0.0	0.0	1.0	1.0	3.5	0.0	0.0	0.0	0.0	0.0	0.0	5.5	\$1,136
8.	Stake Geotechnical Borings in the Field	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	\$219
9.	Request O&E Reports and Position on the Control Network	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	4.0	\$576
	<b>SUBTOTALS</b>	<b>0.0</b>	<b>15.0</b>	<b>7.0</b>	<b>31.5</b>	<b>3.5</b>	<b>29.0</b>	<b>24.0</b>	<b>12.0</b>	<b>26.0</b>	<b>0.0</b>	<b>0.0</b>	<b>148.0</b>	<b>\$26,658</b>
<b>TASK C. PUBLIC NOTIFICATION AND COMMUNICATION</b>														
1.	Respond to Inquiries from Stakeholders	0.0	0.0	6.0	8.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	18.0	\$3,590
2.	Conduct Public Notification Open House Meeting (After Preliminary Alignment is Set)	0.0	0.0	8.0	6.0	0.0	0.0	0.0	0.0	18.0	4.0	0.0	36.0	\$5,584
3.	Assist with Development and Maintenance of Project Website	0.0	0.0	3.5	0.0	0.0	0.0	0.0	0.0	3.5	0.0	0.0	7.0	\$1,211
4.	Attend Site Conferences with Affected Property Owners	0.0	0.0	27.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	27.0	\$6,129
	<b>SUBTOTALS</b>	<b>0.0</b>	<b>0.0</b>	<b>44.5</b>	<b>14.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>25.5</b>	<b>4.0</b>	<b>0.0</b>	<b>88.0</b>	<b>\$16,514</b>
<b>TASK D. DETAILED DESIGN</b>														
1.	Perform Desktop Hydraulic Grade Line Interceptor Capacity Analysis	0.0	0.0	4.0	4.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	20.0	\$3,740
2.	Prepare USACE Nationwide Permit 12 for Utility Line Activities Application	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	9.0	\$1,179
3.	Prepare MDNR Construction Permit Application	0.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	6.0	\$922
4.	Confirm Permitting Requirements and Prepare FEMA No-Rise Certification	0.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	14.0	0.0	0.0	16.0	\$2,112
5.	Stake the Preliminary Alignment and Walk Alignment with City	0.0	0.0	4.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	\$2,222
6.	Coordinate Project Design with Affected Utility Companies	0.0	0.0	3.0	8.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	14.0	\$2,790
7.	Prepare Preliminary Contract Drawings and Design Documents	0.0	20.0	22.0	54.0	0.0	0.0	20.0	0.0	202.0	0.0	0.0	318.0	\$48,898
8.	Prepare Preliminary Contract Specifications	0.0	0.0	18.0	22.0	0.0	0.0	0.0	0.0	23.0	0.0	0.0	63.0	\$11,641
9.	Develop Erosion and Sediment Control Plan	0.0	0.0	2.0	7.0	24.0	0.0	0.0	0.0	8.0	0.0	0.0	41.0	\$7,667
10.	Prepare City of Lee's Summit Land Disturbance Permit	0.0	0.0	0.0	1.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	\$1,007
11.	Prepare Engineer's Opinion of Probable Construction Cost	0.0	0.0	2.0	10.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	15.0	\$3,001
12.	Submit Preliminary Design Documents to City for Review and Comment	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	6.0	8.0	0.0	16.0	\$1,792
13.	Prepare Easement Exhibits and Legal Descriptions	0.0	0.0	2.0	7.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	17.0	\$2,939
14.	Submit Final Design Documents to City for Bidding	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	3.0	4.0	0.0	8.0	\$896
15.	Stake the Final Alignment and Easements	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	\$219
16.	Prepare Record Drawings	0.0	0.0	3.0	3.0	0.0	0.0	0.0	0.0	22.0	0.0	0.0	28.0	\$3,956
	<b>SUBTOTALS</b>	<b>0.0</b>	<b>20.0</b>	<b>66.0</b>	<b>125.0</b>	<b>28.0</b>	<b>0.0</b>	<b>32.0</b>	<b>0.0</b>	<b>304.0</b>	<b>12.0</b>	<b>0.0</b>	<b>587.0</b>	<b>\$94,981</b>
<b>TASK E. BIDDING</b>														
1.	Assist with Bid Document Distribution	0.0	0.0	0.5	2.0	0.0	0.0	2.0	0.0	2.0	0.0	0.0	6.5	\$1,116
2.	Advise the City on Bid Inquiries	0.0	0.0	3.0	4.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	8.0	\$1,676
3.	Prepare Draft Contract Document Addenda	0.0	0.0	3.0	8.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	15.0	\$2,909
4.	Schedule and Conduct Pre-Bid Conference	0.0	0.0	4.5	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.5	\$2,336
5.	Attend Bid Opening and Review Bids	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	\$681
6.	Prepare Written Recommendation of Contract Award	0.0	0.0	2.0	8.5	0.0	0.0	0.0	0.0	2.0	0.0	0.0	12.5	\$2,554
7.	Prepare Conformed Contract Documents and Provide Copies to Successful Bidder	0.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	5.0	\$813
	<b>SUBTOTALS</b>	<b>0.0</b>	<b>0.0</b>	<b>16.0</b>	<b>31.5</b>	<b>0.0</b>	<b>0.0</b>	<b>2.0</b>	<b>0.0</b>	<b>9.0</b>	<b>2.0</b>	<b>0.0</b>	<b>60.5</b>	<b>\$12,084</b>
<b>TOTALS (BASIC SERVICES)</b>														
	Total Labor Hours	4.0	35.0	177.5	222.5	31.5	29.0	58.0	12.0	364.5	18.0	5.0	957.0	
	Total Labor Cost	\$988	\$8,365	\$40,293	\$48,728	\$6,206	\$5,162	\$9,454	\$1,728	\$43,376	\$1,404	\$310		<b>\$166,012</b>
	Total Expense Quantities													
	Total Expense Cost													
<b>TOTAL</b>														
<b>OPTIONAL SERVICES</b>														
1.	Expose Existing Water Transmission Main	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0
	<b>SUBTOTALS</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>\$0</b>
<b>TOTALS (BASIC + OPTIONAL SERVICES)</b>														
	Total Labor Hours	4.0	35.0	177.5	222.5	31.5	29.0	58.0	12.0	364.5	18.0	5.0		
	Total Labor Cost	\$988	\$8,365	\$40,293	\$48,728	\$6,206	\$5,162	\$9,454	\$1,728	\$43,376	\$1,404	\$310		<b>\$166,012</b>
	Total Expense Quantities													
	Total Expense Cost													
<b>TOTAL</b>														

## EXHIBIT A FEE ESTIMATE



TASK NO.	ACTIVITY DESCRIPTION / WORK TASKS	EXPENSES					TOTAL EXPENSE COST	TOTAL COST	
		MISCELLANEOUS EXPENSES			SUBCONSULTANT EXPENSES				
		Mileage (per mile) \$0.535	Printing and Postage (per lot) \$50	Technology Charge (per hour) \$9.95	Anderson Survey Company (lump sum)	Wiedenmann, Inc. (lump sum)			KCTE (lump sum)
<b>TASK A. PROJECT ADMINISTRATION / MANAGEMENT</b>									
1.	Manage and Administer Project	0	0.0	41.0	\$0	\$0	\$0	\$408	\$8,938
2.	Conduct a Kickoff Meeting	30	0.5	8.5	\$0	\$0	\$0	\$126	\$2,019
3.	Conduct Project Meetings	90	1.5	24.0	\$0	\$0	\$0	\$362	\$5,714
	<b>SUBTOTALS</b>	<b>120</b>	<b>2.0</b>	<b>73.5</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$896</b>	<b>\$16,671</b>
<b>TASK B. DATA COLLECTION AND REVIEW</b>									
1.	Review Existing Project-Related Information and Data	0	0.0	10.0	\$0	\$0	\$0	\$100	\$1,906
2.	Perform Field Checks to Prepare Design	60	0.0	19.0	\$0	\$750	\$0	\$971	\$4,656
3.	Conduct Reconnaissance-Level Fluvial Geomorphic Assessment	30	0.0	22.5	\$0	\$0	\$0	\$240	\$5,467
4.	Conduct Desktop Assessment and Pedestrian Survey for Wetlands Determination	30	0.0	40.0	\$0	\$0	\$0	\$414	\$6,630
5.	Conduct Desktop Assessment and Pedestrian Survey for Protected Species Habitat Determination	30	0.0	16.0	\$0	\$0	\$0	\$175	\$2,579
6.	Conduct Archaeological Reconnaissance Survey	30	0.0	30.0	\$0	\$0	\$0	\$315	\$5,704
7.	Geotechnical Services	0	0.0	5.5	\$0	\$250	\$5,200	\$5,505	\$6,640
8.	Stake Geotechnical Borings in the Field	0	0.0	1.0	\$1,500	\$0	\$0	\$1,510	\$1,729
9.	Request O&E Reports and Position on the Control Network	0	0.0	4.0	\$0	\$0	\$0	\$40	\$616
	<b>SUBTOTALS</b>	<b>180</b>	<b>0.0</b>	<b>148.0</b>	<b>\$1,500</b>	<b>\$1,000</b>	<b>\$5,200</b>	<b>\$9,269</b>	<b>\$35,927</b>
<b>TASK C. PUBLIC NOTIFICATION AND COMMUNICATION</b>									
1.	Respond to Inquiries from Stakeholders	0	0.0	18.0	\$0	\$0	\$0	\$179	\$3,769
2.	Conduct Public Notification Open House Meeting (After Preliminary Alignment is Set)	30	2.5	36.0	\$0	\$0	\$0	\$499	\$6,083
3.	Assist with Development and Maintenance of Project Website	0	0.0	7.0	\$0	\$0	\$0	\$70	\$1,281
4.	Attend Site Conferences with Affected Property Owners	360	0.0	27.0	\$0	\$0	\$0	\$461	\$6,590
	<b>SUBTOTALS</b>	<b>390</b>	<b>2.5</b>	<b>88.0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,209</b>	<b>\$17,723</b>
<b>TASK D. DETAILED DESIGN</b>									
1.	Perform Desktop Hydraulic Grade Line Interceptor Capacity Analysis	0	0.0	20.0	\$0	\$0	\$0	\$199	\$3,939
2.	Prepare USACE Nationwide Permit 12 for Utility Line Activities Application	0	0.0	9.0	\$0	\$0	\$0	\$90	\$1,269
3.	Prepare MDNR Construction Permit Application	0	0.0	6.0	\$0	\$0	\$0	\$60	\$982
4.	Confirm Permitting Requirements and Prepare FEMA No-Rise Certification	0	0.0	16.0	\$0	\$0	\$0	\$159	\$2,271
5.	Stake the Preliminary Alignment and Walk Alignment with City	30	0.0	10.0	\$3,600	\$0	\$0	\$3,716	\$5,938
6.	Coordinate Project Design with Affected Utility Companies	10	0.0	14.0	\$0	\$0	\$0	\$145	\$2,935
7.	Prepare Preliminary Contract Drawings and Design Documents	0	0.0	318.0	\$0	\$1,000	\$0	\$4,164	\$53,062
8.	Prepare Preliminary Contract Specifications	0	0.0	63.0	\$0	\$500	\$0	\$1,127	\$12,768
9.	Develop Erosion and Sediment Control Plan	0	0.0	41.0	\$0	\$0	\$0	\$408	\$8,075
10.	Prepare City of Lee's Summit Land Disturbance Permit	0	0.0	5.0	\$0	\$0	\$0	\$50	\$1,057
11.	Prepare Engineer's Opinion of Probable Construction Cost	0	0.0	15.0	\$0	\$2,000	\$0	\$2,149	\$5,150
12.	Submit Preliminary Design Documents to City for Review and Comment	0	20.0	16.0	\$0	\$0	\$0	\$1,159	\$2,951
13.	Prepare Easement Exhibits and Legal Descriptions	0	0.0	17.0	\$3,000	\$0	\$0	\$3,169	\$6,108
14.	Submit Final Design Documents to City for Bidding	0	20.0	8.0	\$0	\$0	\$0	\$1,080	\$1,976
15.	Stake the Final Alignment and Easements	0	0.0	1.0	\$8,000	\$0	\$0	\$8,010	\$8,229
16.	Prepare Record Drawings	0	0.0	28.0	\$0	\$0	\$0	\$279	\$4,235
	<b>SUBTOTALS</b>	<b>40</b>	<b>40.0</b>	<b>587.0</b>	<b>\$14,600</b>	<b>\$3,500</b>	<b>\$0</b>	<b>\$25,962</b>	<b>\$120,943</b>
<b>TASK E. BIDDING</b>									
1.	Assist with Bid Document Distribution	0	0.0	6.5	\$0	\$0	\$0	\$65	\$1,180
2.	Advise the City on Bid Inquiries	0	0.0	8.0	\$0	\$0	\$0	\$80	\$1,756
3.	Prepare Draft Contract Document Addenda	0	0.0	15.0	\$0	\$0	\$0	\$149	\$3,058
4.	Schedule and Conduct Pre-Bid Conference	30	0.0	10.5	\$0	\$0	\$0	\$121	\$2,456
5.	Attend Bid Opening and Review Bids	30	0.0	3.0	\$0	\$0	\$0	\$46	\$727
6.	Prepare Written Recommendation of Contract Award	0	0.0	12.5	\$0	\$0	\$0	\$124	\$2,678
7.	Prepare Conformed Contract Documents and Provide Copies to Successful Bidder	0	1.0	5.0	\$0	\$0	\$0	\$100	\$913
	<b>SUBTOTALS</b>	<b>60</b>	<b>1.0</b>	<b>60.5</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$684</b>	<b>\$12,768</b>
<b>TOTALS (BASIC SERVICES)</b>									
	Total Labor Hours								
	Total Labor Cost								
	Total Expense Quantities	790	45.5	957.0					
	Total Expense Cost	\$423	\$2,275	\$9,522	\$16,100	\$4,500	\$5,200	\$38,020	
	<b>TOTAL</b>								<b>\$204,032</b>
<b>OPTIONAL SERVICES</b>									
1.	Expose Existing Water Transmission Main	0	0.0	0.0	\$0	\$3,200	\$0	\$3,200	\$3,200
	<b>SUBTOTALS</b>	<b>0</b>	<b>0.0</b>	<b>0.0</b>	<b>\$0</b>	<b>\$3,200</b>	<b>\$0</b>	<b>\$3,200</b>	<b>\$3,200</b>
<b>TOTALS (BASIC + OPTIONAL SERVICES)</b>									
	Total Labor Hours								
	Total Labor Cost								
	Total Expense Quantities	790	45.5	957.0					
	Total Expense Cost	\$423	\$2,275	\$9,522	\$16,100	\$7,700	\$5,200	\$41,220	
	<b>TOTAL</b>								<b>\$207,232</b>

**CITY OF LEE'S SUMMIT**

**Final Interview Composite Ranking Sheet for RFQ**

	<b>Firm's Name</b>	<b>Firm's Name</b>	<b>Firm's Name</b>
<b>RFQ No. 196-31583 Project: Winterset Woods &amp; Sterling Hills Turnk Sewer Main</b>	<b>Bartlet &amp; West</b>	<b>Burns &amp; McDonnel</b>	<b>HDR</b>
<b>Final ranking of firms by evaluation committee</b>	2	1	3
<b>Criteria used to evaluate firms on interview presentation as follows:</b>			
Experience and availability of key personnel;			
Responsiveness;			
Experience on similar projects;			
Familiarity with and proximity to the geographic location of the project.			
Quality control during design.			
Project Approach/Work Plan; and			
Critical Issues and Approaches to Solutions.			
Project Schedule (realistic; achievable; timely)			
Quality of previous projects			
<b>Capability to complete projects without having major cost escalations or overruns</b>			
Understand the primary purpose and objectives of project			
Address the 5 W's? (who, what, when, where, why)			
<b>Comments</b>			

## Packet Information

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**File #:** TMP-0373, **Version:** 2

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AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE PRAIRIE TOWNSHIP FIRE PROTECTION DISTRICT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, AND AUTHORIZING A ONE-TIME, NON-PRECEDENT SETTING EXCEPTION TO SECTION 6500.F.1.j. OF THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ALLOW A SANITARY SEWER CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM FROM A LOCATION OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Last fall, the City of Lee's Summit was approached by Prarie Township Fire District about an issue with a failing septic system at their station located at 11010 Milton Thompson Rd, Lee's Summit. Lee's Summit Water Utilities currently provides water service to this location and is now being asked to provide sewer service to this location. After discussions between Lee's Summit staff and the fire district it was determined the best course of action would be to provide access to the Lee's Summit sewer system and bill them for sewer service as we currently do for water.

The reason this requires council approval is that this strucutre is located outside the corporate limits of the City of Lee's Summit and as per Section 6500 Design of Sanitary Sewer in the City of Lee's Summit Design and Construction Manual Section F. 1. j. "Individual building sewer stubs shall not be allowed to connect into the public sanitary sewer main if the property of service is not within the corporate limits of the City of Lee's Summit."

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE PRAIRIE TOWNSHIP FIRE PROTECTION DISTRICT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, AND AUTHORIZING A ONE-TIME, NON-PRECEDENT SETTING EXCEPTION TO SECTION 6500.F.1.j. OF THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ALLOW A SANITARY SEWER CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM FROM A LOCATION OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Staff Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE PRAIRIE TOWNSHIP FIRE PROTECTION DISTRICT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, AND AUTHORIZING A ONE-TIME, NON-PRECEDENT SETTING EXCEPTION TO SECTION 6500.F.1.j. OF THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ALLOW A

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**File #:** TMP-0373, **Version:** 2

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SANITARY SEWER CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM FROM A LOCATION OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Jeff Thorn Assistant Director of Engineering Services Lee's Summit Water Utilities

Committee Recommendation:

**BILL NO.****ORDINANCE NO.**

AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE PRAIRIE TOWNSHIP FIRE PROTECTION DISTRICT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, AND AUTHORIZING A ONE-TIME, NON-PRECEDENT SETTING EXCEPTION TO SECTION 6500.F.1.j. OF THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ALLOW A SANITARY SEWER CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM FROM A LOCATION OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit, Missouri (hereinafter "City") is a municipal corporation operating and existing under the laws of the State of Missouri; and,

WHEREAS, the Prairie Township Fire Protection District (hereinafter "the District") is a Missouri political subdivision organized and existing under the laws of the State of Missouri for the primary purpose of supplying protection by any available means to persons and property against injuries and damage from fire and from hazards which do or may cause fire; and

WHEREAS, the District fire station is located at 11010 S. Milton Thompson Road, unincorporated Jackson County, Missouri, immediately adjacent to the corporate limits of the City; and

WHEREAS, the District currently operates using a private septic system for the removal of wastewater; and,

WHEREAS, due to the current configuration and location of lateral lines servicing the private septic system, as well as damage that the current system has suffered, the District has determined that it is necessary to upgrade its wastewater removal system; and,

WHEREAS, the City's sanitary sewer system has a main line that is approximately 3,000 feet from the District fire station; and,

WHEREAS, the District has requested that the City allow a connection from the District fire station to the City's sanitary sewer system for express purpose of providing the District sanitary sewer service; and,

WHEREAS, the City has reviewed the expected impact of flows on the system from a potential connection from the District fire station, and has determined that there are no concerns regarding capacity or other service related issues; and,

WHEREAS, the District already receives its' water service from the City; and,

WHEREAS, the District would be responsible for all construction and related costs to connect the District fire station to the City's sewer main, including costs for and acquisition of necessary easements for construction, and would be billed at the regular rate for all sewer services provided to District by the City; and,

WHEREAS, Pursuant to Section 6500.F.1.j of the City of Lee's Summit Design and Construction Manual, individual sanitary sewer connections are not allowed for properties located outside the corporate limits of the City; and,

WHEREAS, Section 32.240 of the City of Lee's Summit Code of Ordinances, "the City may enter into contracts with any person, including municipalities, sanitary districts, and other political subdivisions and public bodies, for the rendering of any unusual or extraordinary sewerage service; provided, however, that the rates or charges to be paid thereunder shall not

be less than an amount which is fair and equitable, taking into account the cost to the City of providing such services;” and,

WHEREAS, in the interest of providing cooperative assistance to the District, a political subdivision, and in light of the minimal impact on the City’s sewer system, City desires to authorize a one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee’s Summit Design and Construction Manual in order to allow the District, which is located outside the corporate limits of the City, to obtain sanitary sewer service from the City; and,

WHEREAS, in an effort to comply with Section 32.240 of the City of Lee’s Summit Code of Ordinances, as well as in order to effectuate the one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee’s Summit Design and Construction Manual, the parties have jointly negotiated an Intergovernmental Agreement, attached hereto as “Exhibit A” and incorporated herein as though fully set forth, which sets forth the understandings and expectations of the provision of sewer service to the District.

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

SECTION 1. That the Intergovernmental Agreement for the Provision of Sanitary Sewer Service by and between the City of Lee’s Summit, Missouri and the Prairie Township Fire Protection District, a true and accurate copy being attached hereto as “Exhibit A” and incorporated herein by reference as though fully set forth, be and is hereby approved and the Mayor is authorized to execute the same by and on behalf of the City.

SECTION 2. That a one-time exception to Section 6500.F.1.j. of the City of Lee’s Summit Design and Construction Manual is hereby authorized to allow a sanitary sewer connection to be constructed from the City’s sanitary sewer main from the District fire house located outside the corporate limits of the City, located at 11010 S. Milton Thompson Road, Lee’s Summit, Missouri 64086, and that all costs for connection shall be borne by the District.

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

PASSED by the City Council of the City of Lee’s Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*City Clerk Denise R. Chisum*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:



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*City Clerk* Denise R. Chisum

APPROVED AS TO FORM:

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*Chief Counsel of Infrastructure and Planning*  
Nancy K. Yendes

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SEWER SERVICES FOR THE PRAIRIE  
TOWNSHIP FIRE PROTECTION DISTRICT HEADQUARTERS**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **City of Lee's Summit, Missouri**, a municipal corporation organized and existing pursuant to the laws of the State of Missouri (hereinafter "City") and **the Prairie Township Fire Protection District**, a Missouri political subdivision organized and existing under the laws of the State of Missouri.

WHEREAS, the City of Lee's Summit, Missouri (hereinafter "City") is a municipal corporation operating and existing under the laws of the State of Missouri; and,

WHEREAS, the Prairie Township Fire Protection District (hereinafter "the District") is a Missouri political subdivision organized and existing under the laws of the State of Missouri for the primary purpose of supplying protection by any available means to persons and property against injuries and damage from fire and from hazards which do or may cause fire; and

WHEREAS, the District fire station is located at 11010 S. Milton Thompson Road, unincorporated Jackson County, Missouri, immediately adjacent to the corporate limits of the City; and

WHEREAS, the District currently operates using a private septic system for the removal of wastewater; and,

WHEREAS, due to the current configuration and location of lateral lines servicing the private septic system, as well as damage that the current system has suffered, the District has determined that it is necessary to upgrade its wastewater removal system; and,

WHEREAS, the City's sanitary sewer system has a main line that is approximately 3,000 feet from the District fire station; and,

WHEREAS, the District has requested that the City allow a connection from the District fire station to the City's sanitary sewer system for express purpose of providing the District sanitary sewer service; and,

WHEREAS, the City has reviewed the expected impact of flows on the system from a potential connection from the District fire station, and has determined that there are no concerns regarding capacity or other service related issues; and,

WHEREAS, the District already receives its' water service from the City; and,

WHEREAS, the District would be responsible for all construction and related costs to connect the District fire station to the City's sewer main, including costs for and acquisition of necessary easements for construction, and would be billed at the regular rate for all sewer services provided to District by the City; and,

WHEREAS, Pursuant to Section 6500.F.1.j of the City of Lee's Summit Design and Construction Manual, individual sanitary sewer connections are not allowed for properties located outside the corporate limits of the City; and,

WHEREAS, Section 32.240 of the City of Lee's Summit Code of Ordinances, "the City may enter into contracts with any person, including municipalities, sanitary districts, and other political subdivisions and public bodies, for the rendering of any unusual or extraordinary sewerage service; provided, however, that the rates or charges to be paid thereunder shall not be less than an amount which is fair and equitable, taking into account the cost to the City of providing such services;" and,

WHEREAS, in the interest of providing cooperative assistance to the District, a political subdivision, and in light of the minimal impact on the City's sewer system and the unique facts and circumstances described herein, City desires to authorize a one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee's Summit Design and Construction Manual in order to allow the District, which is located outside the corporate limits of the City, to obtain sanitary sewer service from the City; and,

WHEREAS, in an effort to comply with Section 32.240 of the City of Lee's Summit Code of Ordinances, as well as in order to effectuate the one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee's Summit Design and Construction Manual, the parties have jointly negotiated various terms and conditions, to be outlined herein, which set forth the understandings and expectations of the provision of sewer service to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Connection to City of Lee's Summit Sanitary Sewer Mains.** The City hereby authorizes a one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee's Summit Design and Construction Manual in order to allow District, which is physically located outside the corporate limits of the City, to obtain sanitary sewer service from the City. District shall, at its sole expense, cause its sewerage system on and from its' property to be connected to the City's sanitary sewer system at such place or places which have been designated by the City of Lee's Summit Water Department Assistant Director of Engineering Services or his designees.

**2. Compliance with City of Lee's Summit Code.** Subject to the exception listed in No. 1, above, the District shall in all respects comply with the City of Lee's Summit Code, as amended, in making its connection(s) to the City's sanitary sewer system, and during the term of this Agreement.

**3. Permit, Inspections and Connections.** The District shall be responsible for obtaining all necessary permits prior to the commencement of any work related to this Intergovernmental Agreement; and shall further be responsible for any of the customary fees assessed by City for permits, inspections, and connections. District will be responsible for obtaining a private inspection of the improvements by the engineer of record to validate that the installation was in accordance with design standards and shall be responsible for providing documentation and necessary approvals of the

inspection to City prior to commencement of service. District shall also be responsible for payment of all sewer connection fees as established by City Ordinance. District shall submit all plans for improvements through the City's normal permitting and planning process, and District further agrees to pay any and all customary review and inspection costs as established by the City.

**4. Charges for Sewer Service.** District shall pay to City rates for sewer service as established by the City and as may be amended from time to time. The City shall have the sole discretion in determining charges for providing sewer service. District shall receive no cost reduction or discount for sewer services. District shall be billed for services on the same bill as District currently receives for water service, and shall continue to make payment in the same manner as payment is made for water service.

**5. Maintenance and Remediation.** Upon notification, from City or any other source, of a leak, disturbance in the line, odor complaint or other issue related to sewer service as determined in the sole discretion of City, District agrees that it shall immediately cease use of the system and shall, within 48 hours of receipt of notice from City, cause any repairs or remedial activities to take place within 48 hours of receipt of notice from City.

In the event City receives a notice of violation or any other notification in connection with the District's sewer service from the State of Missouri or any other regulatory agency which has authority over sanitary sewerage, City shall forward said notice of violation or notification to District within ten (10) business days, and shall provide District a reasonable opportunity to respond to the same. District agrees to cooperate with City in remediation of any notice of violation or notification and to work in conjunction with City to bring any said violations into compliance.

**6. Sale or Other Property Disposition.** The provision of sewer service to District as contained in the terms of this Agreement is non-transferable. In the event of sale or other conveyance of the property owned by District, or in the event that said property ceases use as a Fire Station for District's purposes, subject to the Annexation provisions contained in Section 8 of this Agreement, District shall be required to disconnect service immediately upon conveyance or the commencement of alternative use.

**7. Intent to Record Memorandum of Agreement with Jackson County Recorder of Deeds.** City and District agree that City shall file a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri.

**8. Voluntary Annexation.** The District acknowledges that the City of Lee's Summit has a requirement that property be annexed when it becomes contiguous to the City's boundaries when the property has received sanitary sewer service in advance of actual annexation. However, to permit the District to keep the property within its District boundaries, the City is agreeable to allowing the property to be annexed at the time of sale or when it no longer serves as a Fire/Ambulance Station. Therefore, District agrees that it shall voluntarily annex the District Property into the City of Lee's Summit prior to the sale of the District Property to another or upon a change in use so the District Property no longer serves as a fire or ambulance station in support of the District's governmental functions.

**9. Termination.** Either party may terminate this Intergovernmental Agreement for cause by giving the breaching party sixty (60) days written notice

**10. Indemnification and Insurance.**

- (a) To the extent permitted by law, the District shall indemnify and hold City harmless from any and all claims, damages, suits, losses, judgments, costs, fines or expenses, including attorneys fees, on account of injury to or death of any and all persons whomever, as well as any or all loss or destruction or damage to property, and from any regulatory agency's action concerning the discharge effluent of District arising in any way out of the construction of or connection to City's sanitary sewer system. District further agrees to indemnify City for any fine or penalty, including administrative costs and attorneys fees which may be levied against City by the State of Missouri or any other regulatory agency in connection with District's connection to City's sanitary sewer system or any violation related thereto.
- (b) During the construction and connection to City's sanitary sewer main, District shall provide evidence of general liability insurance coverage in an amount not less than \$2,000,000 per occurrence, naming the City as additional insured. Such coverage shall be primary for any and all work undertaken in connection with this Intergovernmental Agreement.

**11. Applicable Law.** This Intergovernmental Agreement shall be governed by and construed according to the laws of the State of Missouri, and jurisdiction shall be proper in Jackson County at Independence.

**12. Binding Effect.** This Intergovernmental Agreement shall be binding on and inure to the benefit of the parties and their respective officers, directors, elected officials, agents, attorneys, employees, successors and assigns.

**13. Assignment.** Except as otherwise provided herein, neither the City nor the District shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior written consent of the other party.

**14. Notice.** Any notice required under the terms of this Intergovernmental Agreement shall be sent by overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:           City of Lee's Summit  
                          Attn: City Manager  
                          220 SE Green Street  
                          Lee's Summit, Missouri 64063

If to District:       Prairie Township Fire Protection District

11010 S. Milton Thompson Road  
Lee's Summit, Missouri 64086

**15. Headings.** The headings in this Intergovernmental Agreement have been inserted for convenience of reference only, and shall not be deemed to modify or restrict any provision hereof, nor be used to construe any such provision.

**16. Entire Agreement.** The terms and conditions herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings relating to the subject matter hereof, and this Agreement may only be amended, altered, or modified in writing, and executed by duly authorized representatives of the parties hereto.

**IN WITNESS WHEREOF,** the parties have caused this Intergovernmental Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management & Operations/Deputy City Attorney  
Jackie McCormick Heanue

**PRAIRIE TOWNSHIP FIRE  
PROTECTION DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

## Packet Information

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**File #:** TMP-0355, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).

Key Issues:

- The SW Jefferson Street project from Persels to Oldham was authorized by Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP)
- The project will be funded using cost savings from the voter-approved 2007 CIP Sales Tax Renewal
- City Staff Issue RFQ No. 419-32272 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement Policies
- George Butler Associates, Inc. was selected for the project and satisfactorily conducted negotiations for scope and fee with City Staff

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).

Background:

The project will promote economic development in the area and improve capacity. The project will be built in coordination with the MoDOT improvements to US 50 and M291 South interchange project, and proposed development work along the M291 corridor. The improvements will match the Jefferson Street improvement south of Persels, that include building a 3-lane road, sidewalk, multi-use path, curb and gutter, enclosed storm drain, street lighting, and utility relocations. This project is funded by the CIP sales tax renewal, with water and sewer relocations funded by Water Utilities. This work was coordinated with the 291 corridor master planning study and downtown trail connection project.

Public Works issued RFQ 419-32272. The RFQ was advertised in the City website and

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**File #:** TMP-0355, **Version:** 1

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www.PublicPurchase.com. Engineering firms were notified by Public Purchase for access to the documents and 15 firms were notified by email. Ten firms submitted statements of qualifications prior to the November 22, 2016 closing date. All submittals were evaluated by a City Staff evaluation team composed of five personnel with representatives from Public Works.

Impact/Analysis:

Timeline:

Estimated Start: March 2017

Estimated Finish: February 2018

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Mark Green, Staff Engineer

Staff Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).

Committee Recommendation:



BILL NO.

ORDINANCE NO.

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AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).

WHEREAS, City intends to utilize engineering services for SW Jefferson Street (Persels Rd to Oldham Pkwy) (hereinafter "Project") and utilizes a qualifications based selection process for engineering services; and

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

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

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

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

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

SECTION 1. That an agreement for professional engineering services by and between the City of Lee's Summit, Missouri and George Butler Associates, Inc., generally for the purpose of the provision of engineering services to design Jefferson Street between Persels Road and Oldham Parkway, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved.

SECTION 2. That the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian W. Head, City Attorney

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR SW JEFFERSON ST. (PERSELS RD TO OLDHAM PKWY)  
(RFQ NO. 419-32272)**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Lee's Summit, Missouri (hereinafter "City"), and George Butler Associates, Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for SW Jefferson Street (Persels Rd to Oldham Pkwy) (hereinafter "Project"); and

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

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

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

**WHEREAS**, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

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

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

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

**Project Description:**

The project will improve Jefferson Street from Persels Road to the future intersection by others with Oldham Road, approximately ¼ mile long. The improvements include widening and reconstruction of Jefferson Street to a three-lane facility with turn lanes, curb and gutter, enclosed storm drain system, water line relocation, sanitary sewer adjustment, sidewalk, multi-use path, and street lighting. In addition, the existing driveways will be improved to accommodate the improved roadway.

## **A. Data Collection & Surveying:**

1. Perform records research for project area.
2. Establish horizontal and vertical control to be used for project survey and construction of improvements.
3. Perform Topographical Survey locating planimetric features, detailing storm, and sanitary structures to one structure outside of area and locating underground utilities as marked by Missouri One-Call.
4. Prepare basemap of field surveyed information, property and title work to design proposed improvements from.
5. Prepare Legal and Exhibits of proposed Right of Way and Easement takings for potentially 15 affected properties.
6. Perform pick up surveys of critical items that may come up during the design phase of the project.
7. If required for the project, complete and file section corner reports with county and state.
8. Collect and review CITY's available information that addresses water and sewer utilities within the project area. Determine which portions of existing water mains and sanitary sewers are in an existing easement and which are in right-of-way. Obtain available pipeline condition assessment reports from CITY, and determine which sections of pipeline, if any, need additional condition assessment investigation. Condition assessment is not part of this scope of work, but could be added by amendment if the need is discovered.

## **B. Conceptual Design Phase:**

1. Administration: General project coordination, including internal design team and sub consultants, and regular communication with CITY, including monthly invoice preparation.
2. Progress Meetings: ENGINEER will attend one (1) kick-off meeting and one (1) conceptual review meeting with CITY for a total of two (2) meetings.
3. Design Criteria Memorandum: Provide a written design memorandum outlining the design decisions made during concept phase and establish a written record of design criteria to be used for final design. Design criteria shall follow the City of Lee's Summit's Design criteria and policies unless otherwise specified.
4. Typical Section/Alignment/Profile Alternative Analysis: Geometry will be for a three-lane section. Evaluate alternatives to minimize impacts to adjacent property owners.
5. Geometric Layout & Horizontal/Vertical Alignment: Provide concept alignment and profile layout with curb, sidewalk, multi-use path, and other information necessary to convey the general intent of the project. Develop plan/profile

strip map for review meeting with CITY.

6. Construction Limits/3D Modeling: Develop 3D model to evaluate alternatives and set conceptual construction limits.
7. Water and Sewer Utilities Layout: Collect and review the Owner's available information that addresses water and sewer utilities within the project area. Determine which portions of existing water mains and sanitary sewers are in an existing easement and which are in street ROW. Obtain available pipeline condition assessment reports from Owner, and determine which sections of pipeline, if any, need additional condition assessment investigation. Develop a conceptual layout of the alignment using existing as-built drawings and Owner-provided information.
8. Construction Cost Estimate: Develop an initial opinion of probable cost based on conceptual layout.

### **C. Preliminary Design Phase:**

1. Administration: General project coordination, including internal design team and sub consultants, and regular communication with CITY, including monthly invoice preparation.
2. Progress Meetings: ENGINEER will attend one (1) progress meeting with CITY.
3. Stakeholder Engagement: Attend one (1) public meeting to present project overview with stakeholders. ENGINEER shall prepare exhibits to convey the project intent.
4. Design Field Visit: ENGINEER will make one (1) project site visit to identify critical issues and gather information along the project corridor.
5. Pickup Surveys: ENGINEER will make one (1) project site visit to survey critical locations and tie down the beginning and end of the project.
6. Geometric Layout & Horizontal/Vertical Alignment: Establish preliminary alignment and profile layout with curb, sidewalk/trail, driveways, preliminary street lighting, signing and pavement marking layouts.
7. Drainage Design: Develop preliminary storm sewer, culvert and ditch layouts, including profiles.
8. Construction Phasing: Develop construction phasing for traffic control plans.
9. Construction Limits/3D Modeling: Refine 3D model to depict preliminary geometric layout and construction limits and develop cross sections.
10. Water and Sewer Utilities Design Criteria and Preliminary Design: Prepare a memorandum to show layout of the proposed new water and sanitary sewer line plan, identify potential conflicts, define design criteria, and present preliminary construction costs. The Basis of Design Memorandum will include a map which incorporates the base map, conceptual street ROW,

ground elevation contours, topography, and preliminary alignment.

**11. Preliminary Plans:**

- a. Title sheet: cover sheet with location map, sheet index, and legend of symbols.
- b. Typical sections: pavement sections will be Portland cement concrete.
- c. Plan/profile sheets: sheets will show proposed improvements, including roadway, preliminary storm sewer system, ditches, driveways, sidewalk, trail, preliminary construction limits, and existing and proposed profile grade at centerline of proposed roadway. Plans will be produced at a scale of 1"=20' horizontally and 1"=5' vertically on 22"x34" sheets.
- d. Intersection detail sheets: limits of improvements will be shown, including profiles of curb returns.
- e. Driveway/entrance detail sheets: limits of improvements will be shown, including profiles.
- f. Curb ramp detail sheets: preliminary sidewalk ramp design information will be shown using current APWA and ADAAG/PROWAG guidelines.
- g. Retaining wall layout sheet: the existing wall on the south side of the C&K Enterprises property is expected to be impacted with the widened roadway. Sheet will include preliminary layout, including profile and typical section.
- h. Pavement marking and signing plans: preliminary pavement marking and signs will be shown.
- i. Construction phasing plans: overall concept of construction phasing will be shown.
- j. Traffic control plans: overall concept of handling vehicles and pedestrians during construction will be shown.
- k. Street lighting plan: preliminary lighting plans for a City owned system will be shown.
- l. Erosion and Sediment Control Plans: preliminary erosion and sediment control plans will be shown using current APWA and City guidelines.
- m. Cross section sheets: preliminary cross sections will be shown at 50' intervals.
- n. Water and sewer utilities plan/profile sheets: sheets will show proposed water and sanitary sewer features, including profiles. Plans will be produced at a scale of 1"=20' horizontally and 1"=5' vertically on 22"x34" sheets.

**12. Construction Cost Estimate: Develop an opinion of probable cost based on preliminary plans.**

13. Client Conformance Review: Review by senior associate to evaluate design and conformance with client's requirements and expectations.
14. Submittal to CITY: Submit plans and construction cost estimate to the CITY for review. The CITY shall complete their review and provide written comments to the ENGINEER within two (2) weeks. The ENGINEER shall have two (2) weeks from receipt of comments to address comments and provide a written response to the CITY.

#### **D. Right of Way Design Phase:**

1. Administration: General project coordination, including internal design team and sub consultants, and regular communication with CITY, including monthly invoice preparation.
2. Progress Meetings: ENGINEER will attend two (2) progress meetings with CITY.
3. Stakeholder Engagement: Develop exhibits to convey project intent and schedule one-on-one coordination meetings with property owners (15 properties). One (1) meeting with each property owner is included.
4. Pickup Surveys: ENGINEER will make one (1) project site visit to survey critical locations to establish right of way and easement limits.
5. Detailed Drainage Design: Finalize storm sewer, cross-road structure and ditch design in order to establish limits of right of way and easements.
6. Water and Sewer Utilities Design: Refine design per CITY comments and establish easements.
7. Detailed Erosion Control Design: Finalize design of both temporary and permanent erosion control measures to establish right of way and easement limits.
8. Construction Limits/3D Modeling: Refine 3D model to establish construction limits and set right of way and easement limits.
9. Right of Way Plans: Preliminary plan sheets, including water and sewer utility sheets, will be updated with property acquisition information and design developments.
10. Construction Cost Estimate: Develop an opinion of probable cost based on right of way plans.
11. Client Conformance Review: Review by senior associate to evaluate design and conformance with client's requirements and expectations.
12. Submittal to CITY: Submit plans and construction cost estimate to the CITY for review. The CITY shall complete their review and provide written comments to the ENGINEER within two (2) weeks. The ENGINEER shall have two (2) weeks from receipt of comments to address comments and provide a written response to the CITY.

13. Exhibits: ENGINEER will develop one (1) exhibit and legal description for each property to be used by the CITY for right of way negotiations with property owners (15 properties).
14. Right of way and easement staking: During property acquisition and for utility relocations, ENGINEER, as requested, will stake right of way and easement boundaries for up to 15 properties, one time.

## **E. Final Design Phase**

1. Administration: General project coordination, including internal design team and sub consultants, and regular communication with CITY, including monthly invoice preparation.
2. Progress Meetings: ENGINEER will attend two (2) progress meetings with CITY.
3. Design Field Visit: ENGINEER will make one (1) project site visit before final design.
4. Pickup Surveys: ENGINEER will make one (1) project site visit to survey critical locations for final design.
5. 3D Modeling: Finalize 3D model to depict final geometric layout and design details.
6. Final Plans: In addition to updating the right of way plan sheets, final plans will include:
  - a. General notes: includes standard City notes and project specific notes.
  - b. Project control sheet: horizontal and vertical control will be included for construction and future reference.
  - c. Summary of quantities sheets: sheets will include itemized quantities of bid items separated into categories, as well as recapitulation of quantities.
  - d. Special construction detail sheets: sheets to show specific construction details related to this project.
  - e. Paving detail sheets: sheets to demonstrate paving joints for concrete pavement.
  - f. Drainage area maps: sheets will include map of system's drainage areas.
  - g. Storm sewer schedules: tabulated sheet including hydrologic and hydraulic data.
  - h. Concrete retaining wall details: structural details for concrete cast in place retaining wall near C&K Enterprises.
  - i. Water and sewer utilities detail sheets: construction details for water and sewer plans.



- j. Signing and pavement marking detail sheets: final signing and pavement marking plans and related details.
  - k. Traffic control plans and details sheets: traffic control plans per construction phase and related details.
  - l. Street lighting plans and detail sheets: final street lighting plans and related details.
  - m. Standard and special details: design details from City's Standard Details and Design Specifications and Kansas City Metro Chapter APWA Standard Specifications, where appropriate.
7. Project Specifications: CITY will provide Front End Contract Document and Technical Specification templates for use and modification. ENGINEER will modify Front End Contract Document and Technical Specification and create Job Special Provisions for any non-standard bid items depicted in the final plans.
  8. Client Conformance Review: Review by senior associate to evaluate design and conformance with client's requirements and expectations.
  9. Constructability Review: Review by experienced field personnel to assess the design for constructability issues that could make it difficult or impossible to construct the project per final plans.
  10. Submittal to CITY: Submit plans, construction cost estimate and technical specifications to the CITY for review. The CITY shall complete their review and provide written comments to the ENGINEER within two (2) weeks. The ENGINEER shall have two (2) weeks from receipt of comments to address comments and provide a written response to the CITY. Upon submittal of approved final plans, ENGINEER shall submit AutoCAD files and KMZ file to CITY.

## **F. Utility Coordination**

1. Utility Owners: During conceptual phase verify contacts and schedule one-on-one coordination meetings to gather and share project information, identify high risk/expensive relocation issues and determine constraints. Ten (10) meetings, one (1) with each utility, are included. Review survey data for accuracy of utility locations.
2. Utility coordination: Upon receipt and incorporation of CITY preliminary plan review comments, ENGINEER will submit plans to utilities for review and comment. Utilities will complete a conflict verification form provided by ENGINEER. If conflicts exist, utilities will be asked to prepare relocation plans for approval by ENGINEER and CITY. Utility relocations will be coordinated with proposed street lighting plan locations. Utilities owners will be provided with relocation deadline. ENGINEER will schedule and conduct one (1) utility coordination meeting with all affected utilities invited. ENGINEER will provide CITY with a preliminary utility report.

3. Utility Reports: ENGINEER will provide CITY with preliminary utility report following utility coordination meeting. ENGINEER will provide CITY with final status of utilities report when relocations are complete for inclusion in the bid documents.

## **G. Environmental Permitting**

1. ENGINEER will include appropriate erosion and sediment control plans and details and prepare a Construction Stormwater Pollution Prevention Plan (SWPPP) to be maintained on-site during construction activities.
2. ENGINEER will obtain the standard EDR records search package for \$350 which includes a radius map search, historical topographic maps, historical aerials, and any sanborn maps and historic city directories, if available. ENGINEER will review and summarize the findings either in a study report, design memo or a stand-alone project record.

## **H. Bidding Services**

1. Electronic plan room distribution: ENGINEER shall provide construction documents in PDF format to the CITY for posting in the electronic plan room (QuestCDN) where interested bidders may purchase or access the bidding documents.
2. Questions and clarifications: Be available to answer questions and provide information to prospective bidders. Prepare and distribute bid addenda, as needed.
3. Pre-bid meeting: Attend pre-bid meeting. Prepare and issue pre-bid meeting minutes.
4. Bidding: Attend bid opening and prepare itemized bid tabulation. Evaluate submitted bids and prepare a recommendation of project award to CITY.
5. Pre-Construction meeting: Attend pre-construction meeting and be available to answer questions regarding Design Plans and Specifications prior to Contractor Notice to Proceed.

## **I. Sub Consultant Services**

1. Geotechnical investigation: Geotechnical investigation needs for this project will be completed through a SUBCONSULTANT in accordance with attached Exhibit A. ENGINEER will field survey the horizontal and vertical location of each core and bore location. ENGINEER's Basic Services assumes 16 hours of 2-person crew for field survey of bore and core locations.

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

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

1. Utility subsurface investigation: If depths of utilities are required for the design, through a SUBCONSULTANT the ENGINEER shall identify locations of utility facilities to be exposed so the facility can be surveyed. The ENGINEER will coordinate, stake and schedule excavation for a maximum of 8 hours of time.
2. Utility relocation coordination: Meet on site with contractors performing relocation. Verify relocation accuracy and document actual locations on plans. Review plans for possible conflicts resulting from incorrect relocations.
3. Modifications to interchange plans to coordinate pedestrian features and traffic control between two projects.

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

City shall provide the following services to Engineer:

- A. The City shall make available to the Engineer all existing, records, maps, plans, studies and other information possessed by the City which are relevant to the completion of the work under this Agreement.
- B. The City shall provide all criteria and full information as to the City’s requirements for the project, including design objectives, constraints, performance requirements, and any budgetary limitations; and furnish electronic copies of all standard forms, design standards, and construction standards which the City will require to be included in the plans and specifications.
- C. The City shall provide current peak hour and traffic count data for the project corridor.
- D. The City shall provide ownership and encumbrance (O&E) documents for all properties requiring right-of-way or easement acquisition.
- E. The City shall furnish to the Engineer all front end contract documents and technical specification templates for modification by the Engineer.
- F. The City shall assist the Engineer in arranging for access to enter upon public and private property as needed to perform the services under this Agreement.

- G.** The City shall attend key stakeholder meetings, public information meetings, pre-bid meeting, bid opening, pre-construction conference, construction progress meetings and other project related meetings.
- H.** The City shall give written notice to the Engineer whenever it observes or otherwise becomes aware of any change or development that affects the services and/or time schedule of this Agreement.
- I.** The City shall furnish to the Engineer, upon request of the Engineer, data prepared or services provided by others, including property information and plats, explorations and tests of subsurface conditions, drawings of physical conditions in or relating to the existing utilities or structures, hydrographic surveys, environmental assessments, impact statements, and other relevant environmental or cultural studies pertaining to the Project area or adjacent sites.
- J.** The City shall not be responsible for the accuracy and completeness of all information furnished to the Engineer pursuant to this Article III, City's Responsibilities. The Engineer may use such data and information in performing the services under this agreement.

#### **ARTICLE IV PAYMENTS TO THE ENGINEER**

- A.** For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of Two Hundred Seventy-Two Thousand One Hundred Fourteen Dollars (\$272,114.00), according to the following provisions:
- B.** The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit B. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of Two Hundred Forty-Two Thousand Five Hundred Eighty-Three Dollars (\$242,583.00).
- C.** The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit B. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Twenty-Nine Thousand Five Hundred Thirty-One Dollars (\$29,531.00).

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

1. Project Name/Task Name/RFP Number/Description of Agreement.
2. Invoice Number and Date.
3. City Purchase Order Number.
4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
7. Cost Invoices must be categorized by Phase.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

## **ARTICLE V COMPLETION TIME**

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

- A. Conceptual Plan – Submitted for approval 60 days after Notice to Proceed.
- B. Preliminary Plans - Submitted for approval 60 days after Conceptual Plan approved.
- C. Right of Way Plans - Submitted for approval 60 days after Preliminary Plans approved.
- D. Final Plans - Submitted for approval 30 days prior to project advertised date.
- E. Bidding Services – In accordance with City’s schedule for advertising project February 2018.

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

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

## **ARTICLE VI INSURANCE**

- A. CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.
- B. NOTICE OF CLAIM:** The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection below the amount listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- C. INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
- D. SUB-CONSULTANT'S INSURANCE:** If any part of the contract is to be sublet, the Engineer shall either:

  - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
  - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.

**E. SELF-INSURED RETENTIONS / DEDUCTIBLES:** Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$100,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Engineer. The City reserves the right to approve such self-insured retentions/deductibles in excess of \$100,000 and may require guarantees from the Engineer for such assumed limits above \$100,000.

**F. PROFESSIONAL LIABILITY:** Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000 per claim.

**G. COMMERCIAL GENERAL LIABILITY POLICY**

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

**H. AUTOMOBILE LIABILITY:** Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$500,000
City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability	

**I. WORKERS' COMPENSATION:** This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident

Bodily Injury by Disease: \$500,000 Policy Limit  
Bodily Injury by Disease: \$100,000 Each Employee

**J. GENERAL INSURANCE PROVISIONS**

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's liability program will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

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

- A. COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.



- C. MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an “emergency” shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

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

- E. TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
- 1. Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  - 2. Termination for Cause:** This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City’s reasonable cost to mitigate or correct the effects of such termination.
  - 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all

licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

- G. SUBLETTING ASSIGNMENT OR TRANSFER:** Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. ENGINEER'S ENDORSEMENT:** Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. INSPECTION OF DOCUMENTS:** Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. INDEMNIFICATION AND HOLD HARMLESS:** Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. LIMITATION OF LIABILITY:** In no event will either party be liable to the other party for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. PROFESSIONAL RESPONSIBILITY:** Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement

may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

- O. CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. ANTI-DISCRIMINATION CLAUSE:** Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE:** Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- V. NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

**W. NOTICE:** Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

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

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

and notices to Engineer shall be addressed to:

Tawn Nugent, P.E.  
GBA  
9801 Renner Boulevard  
Lenexa, KS 66219

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

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

Reserved.

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

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the \_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian W. Head, City Attorney

**ENGINEER:**

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

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

ATTEST:

\_\_\_\_\_



SW Jefferson St.  
(Oldham Pkwy to Persels Rd)

CITY OF LEE'S SUMMIT

Final Interview Composite Ranking Sheet for RFQ

	Firm's Name	Firm's Name	Firm's Name
RFQ No. 419-32272 Project: SW Jefferson - Persels to Oldham	TranSystems	GBA	Burns-McDonnell
Final ranking of firms by evaluation committee	2	1	3
<b>Criteria used to evaluate firms on interview presentation as follows:</b>			
Experience and availability of key personnel;			
Responsiveness;			
Experience on similar projects;			
Familiarity with and proximity to the geographic location of the project.			
Quality control during design.			
Project Approach/Work Plan; and			
Critical Issues and Approaches to Solutions.			
Project Schedule (realistic; achievable; timely)			
Quality of previous projects			
Capability to complete projects without having major cost escalations or overruns			
Understand the primary purpose and objectives of project			
Address the 5 W's? (who, what, when, where, why)			
<b>Comments</b>			

## Packet Information

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**File #:** TMP-0400, **Version:** 1

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.

Issue/Request:

AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.

Key Issues:

This project is a result of the petition process of the Neighborhood Traffic Safety Program (NTSP).

This project was recommended from the NTSP study that was performed, based on speed and crash history.

This project was supported by property owners to study and install traffic calming on SE 7th Terrace.

This project will install six signs and pavement marking triangles, remove three 12 ft sections of roadway and install three concrete speed humps on SE 7th Terrace east of MO-291 Highway (and east of commercial properties) and west of Vista Drive.

Proposed Committee Motion: I move to recommend to City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.

Background:

Residents expressed concerns about safety due to speeding vehicles in the residential portion of SE 7<sup>th</sup> Terrace between M291 Highway and Vista Drive. Residents contacted City Staff to about the issue to request assistance through the Neighborhood Traffic Safety Program (NTSP). The NTSP is a citizen driven process. Residents from the neighborhood submitted an application to participate in the NTSP and received at least 50% support from neighbors adjacent to the street of concern. After meeting the petition of support requirement, City Staff worked with the residents through the Neighborhood Traffic Safety Program to address these concerns.

A traffic safety study conducted by City staff determined that traffic calming improvements were justified along SE 7<sup>th</sup> Terrace. Residents adjacent to 7<sup>th</sup> Terrace were notified of the proposed traffic calming devices and signed a petition supporting their construction.



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**File #: TMP-0400, Version: 1**

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Based on that approval, City Staff initiated engineering design to build traffic calming features. Public Works Engineering issued Bid No. 405-32472-16 for SE 7<sup>th</sup> Ter. Traffic Calming project on January 10, 2017 via www.QuestCDN.com. The bid was advertised and potential bidders were notified through QuestCDN and on the City website. A pre-bid conference was held on January 17, 2017 and no potential bidders attended. Four potential bidders obtained plans and specifications from QuestCDN, and two (2) responsive bids were received by the January 31, 2017 bid opening date. The low bid is approximately 11.4% or \$3,575 above the engineer's estimate, without contingency. The bid tabulation with the Engineer's Estimate is attached. FREEMAN CONCRETE CONSTRUCTION, LLC was determined to be the lowest and most responsible bidder.

7<sup>th</sup> Terrace will be closed completely during construction at the locations where speed humps, raised crosswalk, and raised medians are proposed. Construction phasing and detour plans will allow for residents to have access to their driveways at all times. Prior to construction, impacted residents will receive a letter with phasing and detour plans. In addition, variable message boards will be setup at the project limits to warn residents and drivers of the upcoming construction closures.

Impact/Analysis:

Timeline:

Estimated Start: May 2017  
Estimated Finish: June 2017

Other Information/Unique Characteristics:

The FY2017 Neighborhood Traffic Safety Program fund balance is \$49,000.56. The remaining fund balance will be sufficient to cover this agreement, construction oversight, and remaining NTSP requests, studies, meetings, and design of future NTSP programs through June 30, 2017.

Presenter: Mark Green, Staff Engineer

Staff Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

---

AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.

WHEREAS, this project is a result of the petition process of the Neighborhood Traffic Safety Program (NTSP); and

WHEREAS, this project was recommended from the NTSP study that was performed, based on speed and crash history; and

WHEREAS, this project was supported by property owners to study and install traffic calming on SE 7th Terrace; and

WHEREAS, this project will install six signs and pavement marking triangles, remove three 12 ft sections of roadway and install three concrete speed humps on SE 7th Terrace east of MO-291 Highway (and east of commercial properties) and west of Vista Drive.

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

SECTION 1. That award of bid no. 405-32472-16 by and between the City of Lee's Summit, Missouri and Freeman Concrete Construction, LLC, generally for the purpose of constructing the SE 7<sup>th</sup> Ter. Traffic Calming Project, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved.

SECTION 2. That the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian W. Head, City Attorney

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



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[www.agc.org](http://www.agc.org)

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

THIS AGREEMENT is by and between \_\_\_\_\_ City of Lee’s Summit, Missouri \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ Freeman Concrete Construction, LLC \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

Base bid construction on SE 7<sup>th</sup> Ter. Traffic Calming includes but is not limited to Pavement Removal, Concrete Pavement (speed hump) Installation, Signing, and Pavement Marking between MO-291 Hwy and Vista Drive.

**ARTICLE 2 – THE PROJECT**

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

Project No. 405-32472-16, SE 7<sup>th</sup> Ter. Traffic Calming

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 30 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$700 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$700 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney’s fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner’s personnel.

**ARTICLE 5 – CONTRACT PRICE**

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

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

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	MOBILIZATION	LS	1	\$2,100.00	\$2,100.00
2	DEMOLITION AND REMOVAL	LS	1	\$6,430.00	\$6,430.00
3	TRAFFIC CONTROL BARRICADE (TYPE 3)	EA	3	\$335.00	\$1,005.00
4	TRAFFIC CONTROL CHANNELIZERS	EA	75	\$12.00	\$900.00
5	TRAFFIC CONTROL SIGNS	SF	198	\$7.00	\$1,386.00
6	UNCLASSIFIED EXCAVATION	CY	17	\$108.00	\$1,836.00
7	WASTE (HAUL OFF)	CY	17	\$27.00	\$459.00
8	PAVEMENT, 10” KCM MB 4K CONCRETE	SY	100	\$127.00	\$12,700.00
9	SIGN POSTS (SQUARE STEEL TUBE)	EA	12	\$150.00	\$1,800.00
10	SIGNS (PERMANENT)	SF	87.0	\$30.00	\$2,610.00
11	PAVEMENT MARKING, TRAFFIC CALMING TRIANGLE SYMBOL (PREFORMED)	EA	6	\$600.00	\$3,600.00

**Total of all Bid Prices (Unit Price Work)**

**\$ 34,826.00**

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

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment ~~monthly on or about the 1st day of each month~~ during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage); ~~and. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.



6.03 *Final Payment*

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

**ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data

are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 66, inclusive).
  - 5. Supplementary Conditions (pages 1 to 5, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings consisting of 8 sheets with each sheet bearing the following general title: SE 7th Ter. Traffic Calming.
  - 8. Addenda (n/a).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. Work Change Directives.
    - c. Change Orders.

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

## **ARTICLE 10 – MISCELLANEOUS**

### *10.01 Terms*

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

### *10.02 Assignment of Contract*

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

### *10.03 Successors and Assigns*

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

### *10.04 Severability*

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

### *10.05 Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

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

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

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

OWNER:

CONTRACTOR

City of Lee's Summit, Missouri \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Stephen A. Arbo \_\_\_\_\_

\_\_\_\_\_

Title: City Manager \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Form: \_\_\_\_\_

Attest: \_\_\_\_\_

Nancy Yendes  
Chief Counsel of Infrastructure and  
Title: Planning \_\_\_\_\_

\_\_\_\_\_

Address for giving notices:

Address for giving notices:

220 SE Green Street \_\_\_\_\_

\_\_\_\_\_

Lee's Summit, MO 64063 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_

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

(Where applicable)

Agent for service of process:  
\_\_\_\_\_



**PROJECT LOCATION**  
SE 7TH TERRACE

**CITY OF LEE'S SUMMIT**  
**PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION**  
 220 S.E. GREEN STREET  
 LEE'S SUMMIT, MO 64063  
 816-969-1800 Phone // 816-969-1809 Fax

Unit price LESS than Average MINUS 1 Standard Deviation

Unit price GREATER than Average PLUS 1 Standard Deviation

This is an unofficial bid tabulation.  
 Bid No. 405-32472-16  
 Project: SE 7th Ter. Traffic Calming

				Freeman Concrete Construction, LLC		Primetime Contracting Corp.		Avg Unit prices	Engineer Estimate	
				\$34,826.00		46,013.00			\$31,250.95	
	ITEM	UNIT	QTY	Unit Price	Extension	Unit Price	Extension		Unit Price	Extension
1	MOBILIZATION	LS	1	\$2,100.00	\$2,100.00	\$10,000.00	\$10,000.00	6,050.00	\$5,000.00	\$5,000.00
2	DEMOLITION AND REMOVAL	LS	1	\$6,430.00	\$6,430.00	\$8,810.00	\$8,810.00	7,620.00	\$5,000.00	\$5,000.00
3	TRAFFIC CONTROL BARRICADE (TYPE 3)	EA	3	\$335.00	\$1,005.00	\$130.00	\$390.00	232.50	\$280.00	\$840.00
4	TRAFFIC CONTROL CHANNELIZERS	EA	75	\$12.00	\$900.00	\$17.00	\$1,275.00	14.50	\$8.00	\$600.00
5	TRAFFIC CONTROL SIGNS	SF	198	\$7.00	\$1,386.00	\$8.00	\$1,584.00	7.50	\$26.67	\$5,280.66
6	UNCLASSIFIED EXCAVATION	CY	17	\$108.00	\$1,836.00	\$20.00	\$340.00	64.00	\$20.00	\$340.00
7	WASTE (HAUL OFF)	CY	17	\$27.00	\$459.00	\$20.00	\$340.00	23.50	\$20.00	\$340.00
8	PAVEMENT, 10" KCMMB 4K CONCRETE	SY	100	\$127.00	\$12,700.00	\$165.00	\$16,500.00	146.00	\$88.00	\$8,800.00
9	SIGN POSTS (SQUARE STEEL TUBE)	EA	12	\$150.00	\$1,800.00	\$130.00	\$1,560.00	140.00	\$135.00	\$1,620.00
10	SIGNS (PERMANENT)	SF	87	\$30.00	\$2,610.00	\$22.00	\$1,914.00	26.00	\$26.67	\$2,320.29
11	PAVEMENT MARKING, TRAFFIC CALMING TRIANGLE SYMBOL (PREFORMED)	EA	6	\$600.00	\$3,600.00	\$550.00	\$3,300.00	575.00	\$185.00	\$1,110.00
Base Bid Total:				\$34,826.00		\$46,013.00			\$31,250.95	

## Packet Information

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**File #:** TMP-0399, **Version:** 3

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 40432471-2C FOR THE FY2017 CURB REPAIR 2 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$722,346.60.

Issue/Request:

[Enter text here]

Key Issues:

- The annual Curb Program replaces damaged and deteriorated curb on streets scheduled for an overlay the following fiscal year
- The annual Curb Program also updates sidewalk approaches to current specifications required by the Federal Americans with Disabilities Act (ADA)
- This project is being funded with funds remaining from the FY2017 Pavement Maintenance Program. Favorable bid pricing on the annual programs left a surplus in these programs

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 40432471-2C FOR THE FY2017 CURB REPAIR 2 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$722,346.60.

Background:

Much of the curb and gutter placed in the KC Metro between 1985 and 2005 was installed using local limestone aggregate that was of poor quality because it was relatively soft compared to previous sources of rock. The aggregate still met local specifications, and worked well for buildings, foundations, and most structures. However, when used for paving, curb, or sidewalks, the aggregate was prone to fail within 10 years. The frequent freeze-thaw cycling, combined with wet condition, accelerated the concrete failure process, called "D-cracking," that disintegrates concrete from the inside out. The poor quality limestone contained a higher percentage of small voids that hold water, then the water freezes, expands, and cracks the rock from the inside out. This process took several years to surface, and then time for the concrete industry to research and adopt new material standards to eliminate the problem without creating other issues.

The purpose of the annual Curb Repair Program is to replace deteriorating curb and gutter on streets that are scheduled to be part of the City Overlay Program the following fiscal year. This year's curb program will be focused in residential neighborhoods and will replace 28,590 lineal feet of curb and includes the renovation of 47 sidewalk ramps to comply with the Americans with Disabilities Act.

Impact/Analysis:



[Enter text here]

Timeline:

Start: March 27, 2017

Finish: June 10, 2017

Other Information/Unique Characteristics:

The Public Works Department issued Bid No. 40432472-2C FY2017 Curb Repair 2 on January 13, 2017. The projects Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. A Pre-bid conference was held on January 24, 2017. Four companies attended the pre-bid conference. Five bids were received by the February 2, 2017 bid opening date. The bids were evaluated, and City Staff determined Freeman Concrete Construction, L.L.C. to be the lowest and best responsive bidder.

Presenter: Vince Schmoeger, Project Manager

Staff Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 40432471-2C FOR THE FY2017 CURB REPAIR 2 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$722,346.60.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

---

AN ORDINANCE APPROVING THE AWARD OF BID NO. 40432471-2C FOR THE FY2017 CURB REPAIR 2 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$722,346.60.

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

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

WHEREAS, the City received FIVE bids for this project; and,

WHEREAS, FREEMAN CONCRETE CONSTRUCTION, L.L.C was found to be the lowest and most responsible bidder.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the award of bid no. 40432472-2C for the FY2017 Curb Repair 2 Program, to Freeman Concrete Construction, L.L.C. in the amount of \$722,346.60.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution by the City Manager, of an agreement with Freeman Concrete Construction, L.L.C. for services contained in bid no. 40432472-2C, generally for the FY2017 Curb Repair Program, in the amount of \$722,346.60, said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian W. Head, City Attorney

**FY2017 Curb Repair 2 (#4784132)**

**Owner: City of Lee's Summit**

**Solicitor: City of Lee's Summit**

**02/02/2017 01:30 PM CST**

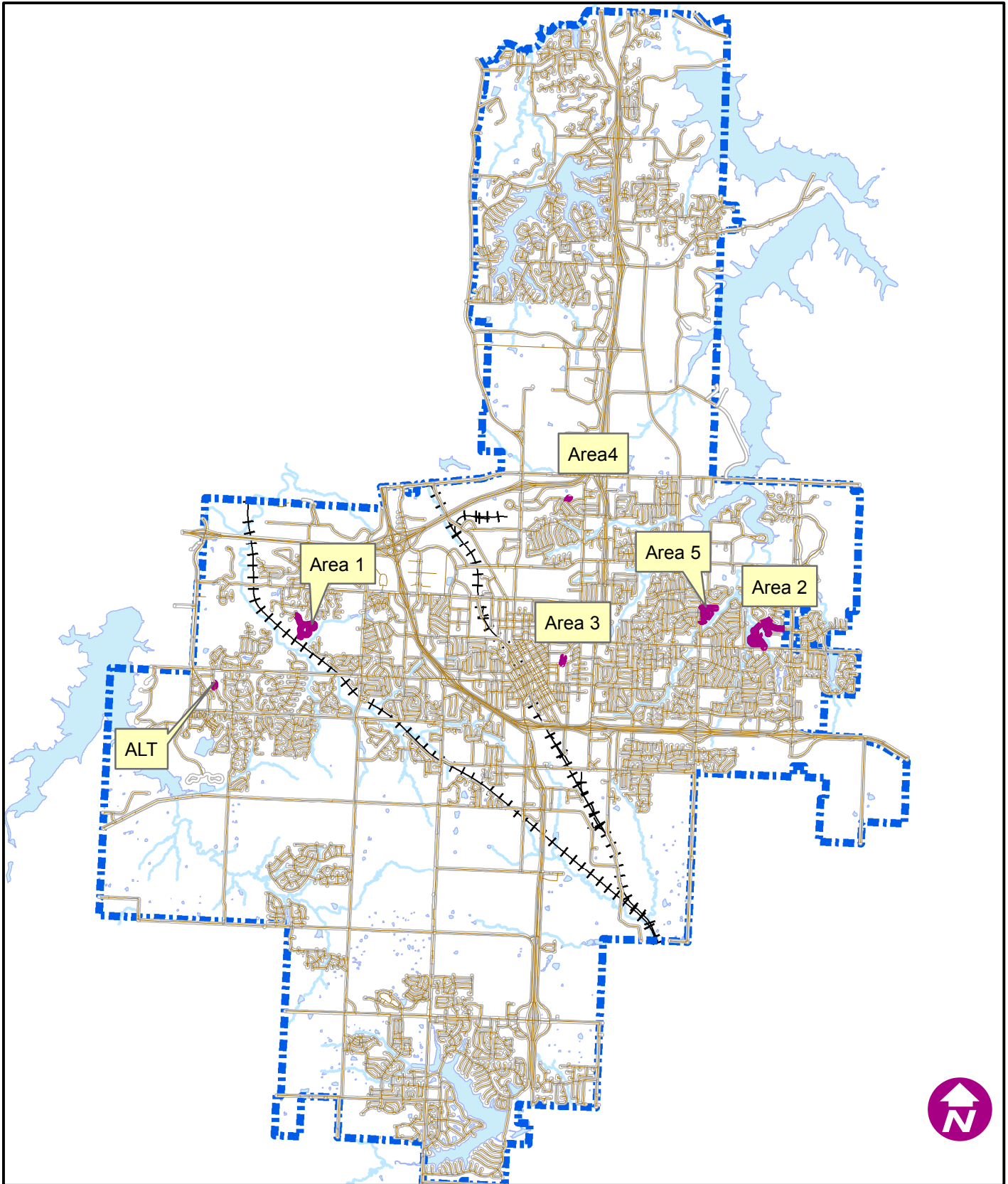
**Unofficial Bid Tab**

Open by: Vince Schmoeger, Tyler Sonne

Section Title	Line Item	Item Description	UofM	Quantity	Engineer Estimate		Freeman Concrete Construction, LLC		Phoenix Concrete & Underground	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>SECTION A - BASE BID</b>										
	1	CURB & GUTTER (remove & replace)	LF	28,590.00	\$22.00	\$628,980.00	\$21.20	\$606,108.00	\$20.76	\$593,528.40
	2	DRIVEWAY (remove & replace)	SF	1,142.00	\$16.90	\$19,299.80	\$12.30	\$14,046.60	\$10.78	\$12,310.76
	3	SIDEWALKS (4inch) (remove & replace)	SF	5,520.00	\$8.79	\$48,520.80	\$6.50	\$35,880.00	\$8.56	\$47,251.20
	4	SIDEWALK RAMP Type A	EA	27.00	\$1,480.06	\$39,961.62	\$1,343.00	\$36,261.00	\$1,617.66	\$43,676.82
	5	SIDEWALK RAMP Type B	EA	4.00	\$1,900.00	\$7,600.00	\$1,652.00	\$6,608.00	\$1,984.53	\$7,938.12
	6	SIDEWALK RAMP Type M	EA	17.00	\$1,600.00	\$27,200.00	\$1,379.00	\$23,443.00	\$1,632.12	\$27,746.04
<b>Base Bid Total:</b>						<b>\$771,562.22</b>		<b>\$722,346.60</b>		<b>\$732,451.34</b>
<b>SECTION B - ALTERNATE BID</b>										
	7	KESSLER DRIVE	LS	1.00	\$10,358.00	\$10,358.00	\$23,500.00	\$23,500.00	\$18,993.75	\$18,993.75
<b>Base + Alt Bid Total:</b>						<b>\$781,920.22</b>		<b>\$745,846.60</b>		<b>\$751,445.09</b>

Section Title	Line Item	Item Description	UofM	Quantity	J.M. Fahey Construction Company		MidWest Heavy Construction		Miles Exc. Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>SECTION A - BASE BID</b>										
	1	CURB & GUTTER (remove & replace)	LF	28,590.00	\$26.25	\$750,487.50	\$34.50	\$986,355.00	\$34.57	\$988,356.30
	2	DRIVEWAY (remove & replace)	SF	1,142.00	\$12.50	\$14,275.00	\$13.00	\$14,846.00	\$13.04	\$14,891.68
	3	SIDEWALKS (4inch) (remove & replace)	SF	5,520.00	\$10.50	\$57,960.00	\$7.35	\$40,572.00	\$13.49	\$74,464.80
	4	SIDEWALK RAMP Type A	EA	27.00	\$1,800.00	\$48,600.00	\$1,780.00	\$48,060.00	\$1,491.00	\$40,257.00
	5	SIDEWALK RAMP Type B	EA	4.00	\$3,050.00	\$12,200.00	\$3,490.00	\$13,960.00	\$1,498.87	\$5,995.48
	6	SIDEWALK RAMP Type M	EA	17.00	\$1,900.00	\$32,300.00	\$1,900.00	\$32,300.00	\$1,103.43	\$18,758.31
<b>Base Bid Total:</b>						<b>\$915,822.50</b>		<b>\$1,136,093.00</b>		<b>\$1,142,723.57</b>
<b>SECTION B - ALTERNATE BID</b>										
	7	KESSLER DRIVE	LS	1.00	\$32,000.00	\$32,000.00	\$17,980.00	\$17,980.00	\$16,616.01	\$16,616.01
<b>Base + Alt Bid Total:</b>						<b>\$947,822.50</b>		<b>\$1,154,073.00</b>		<b>\$1,159,339.58</b>

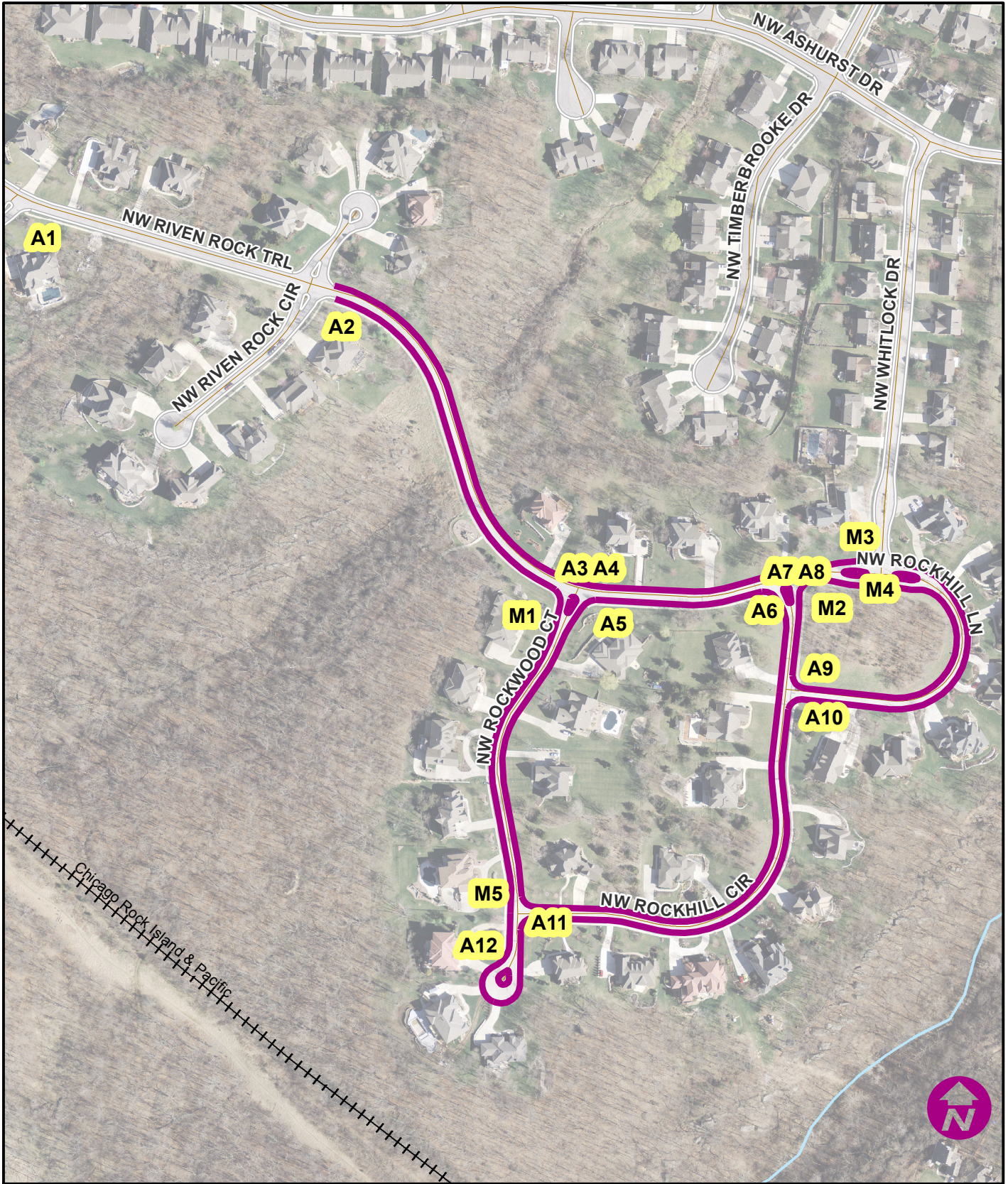
# Lee's Summit FY2017 Curb Repair 2



PROJ. # 40432472-2C

Summary

# Lee's Summit FY2017 Curb Repair 2



**PROJ. # 40432472-2C**

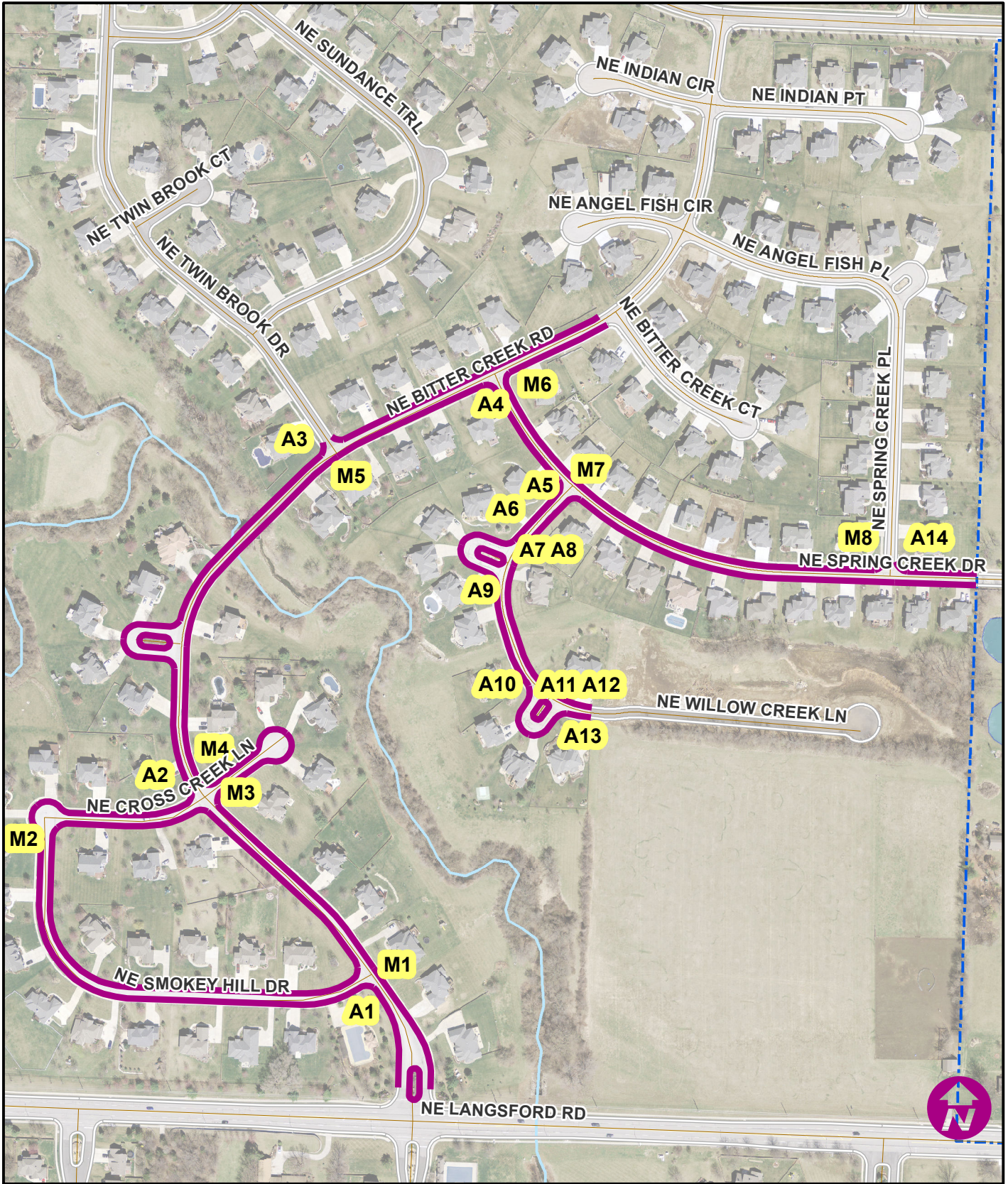
**Area 1 - Winterset Woods**

**A#** Type A Sidewalk Ramp

**B#** Type B Sidewalk Ramp

**M#** Type A Sidewalk Ramp

# Lee's Summit FY2017 Curb Repair 2



**PROJ. # 40432472-2C**

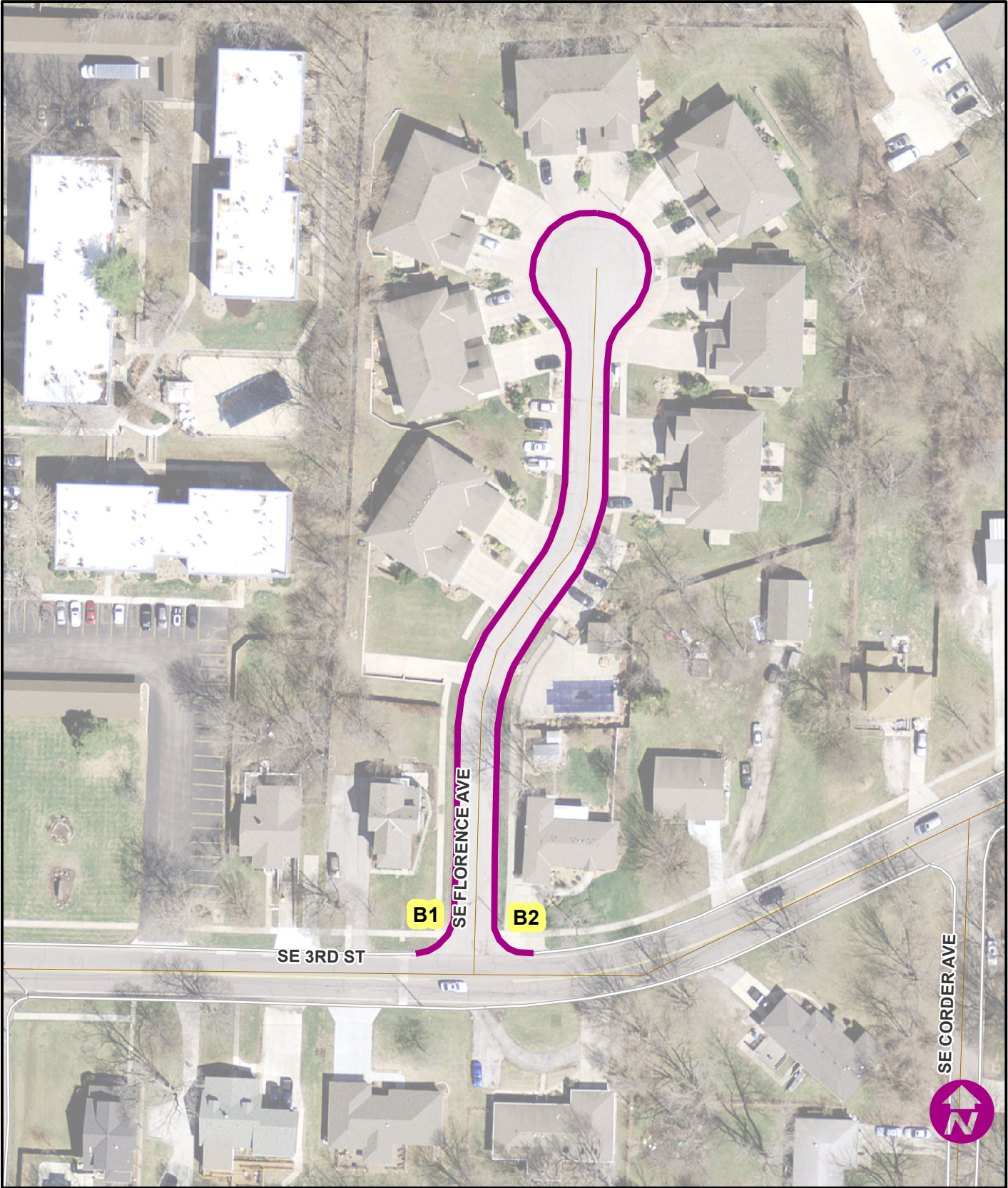
**Area 2 - Paddock**

**A#** Type A Sidewalk Ramp

**B#** Type B Sidewalk Ramp

**M#** Type A Sidewalk Ramp

# Lee's Summit FY2017 Curb Repair 2



**PROJ. # 40432472-2C**

**Area 3 - Ironwood**

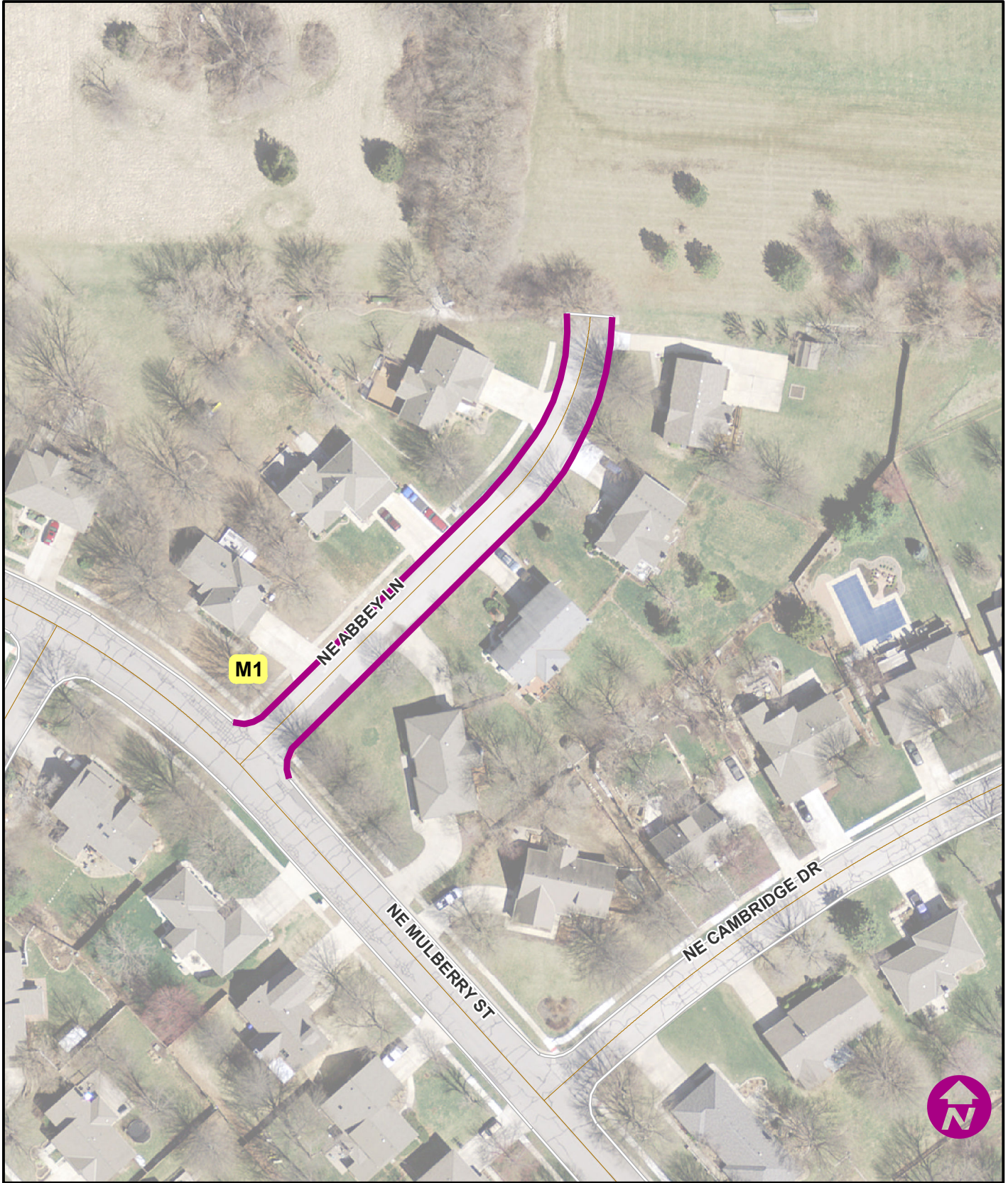
**A#** Type A Sidewalk Ramp

**B#** Type B Sidewalk Ramp

**M#** Type A Sidewalk Ramp



# Lee's Summit FY2017 Curb Repair 2



**PROJ. # 40432472-2C**

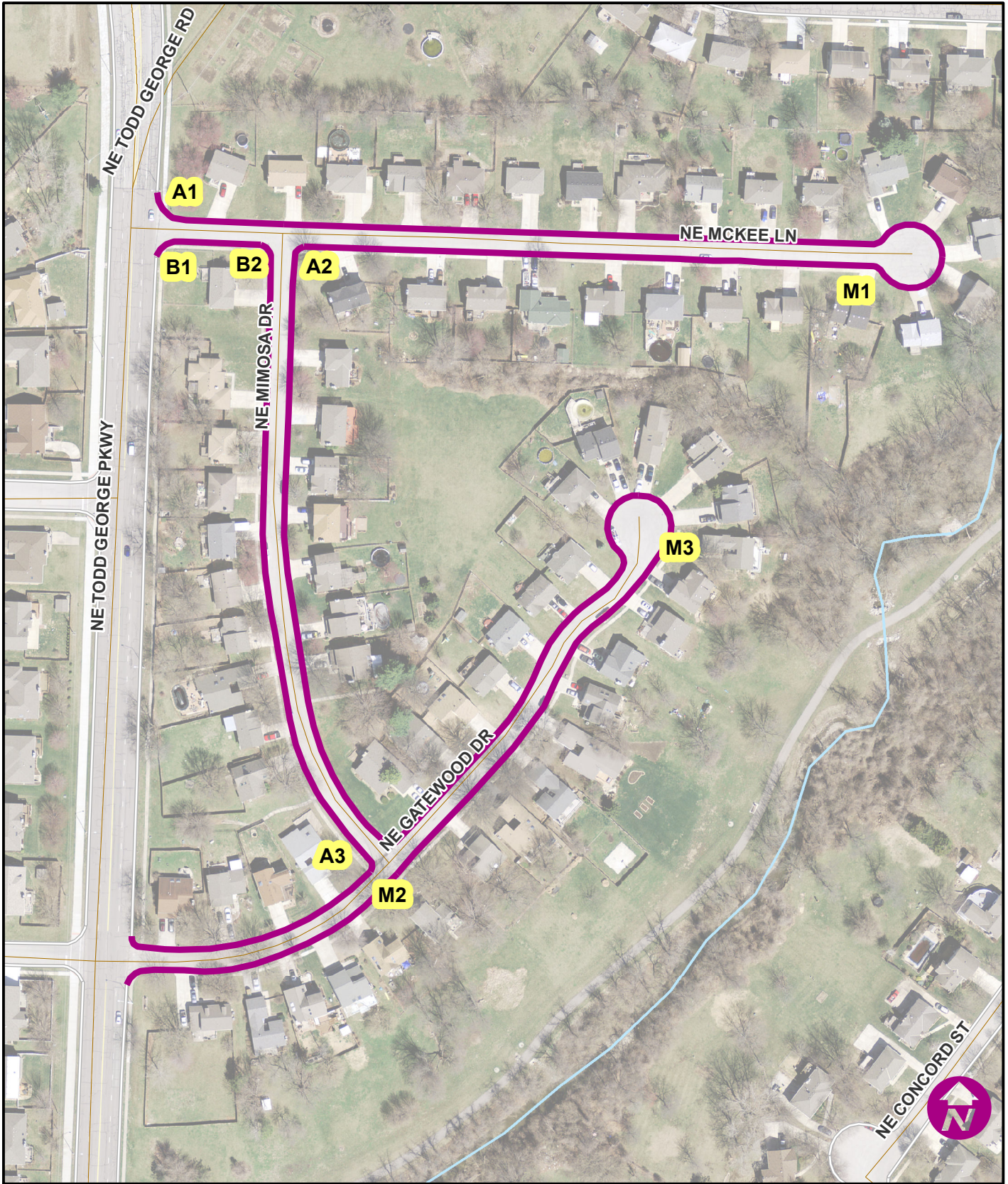
**Area 4 - Cambridge Heights**

**A#** Type A Sidewalk Ramp

**B#** Type B Sidewalk Ramp

**M#** Type A Sidewalk Ramp

# Lee's Summit FY2017 Curb Repair 2



**PROJ. # 40432472-2C**

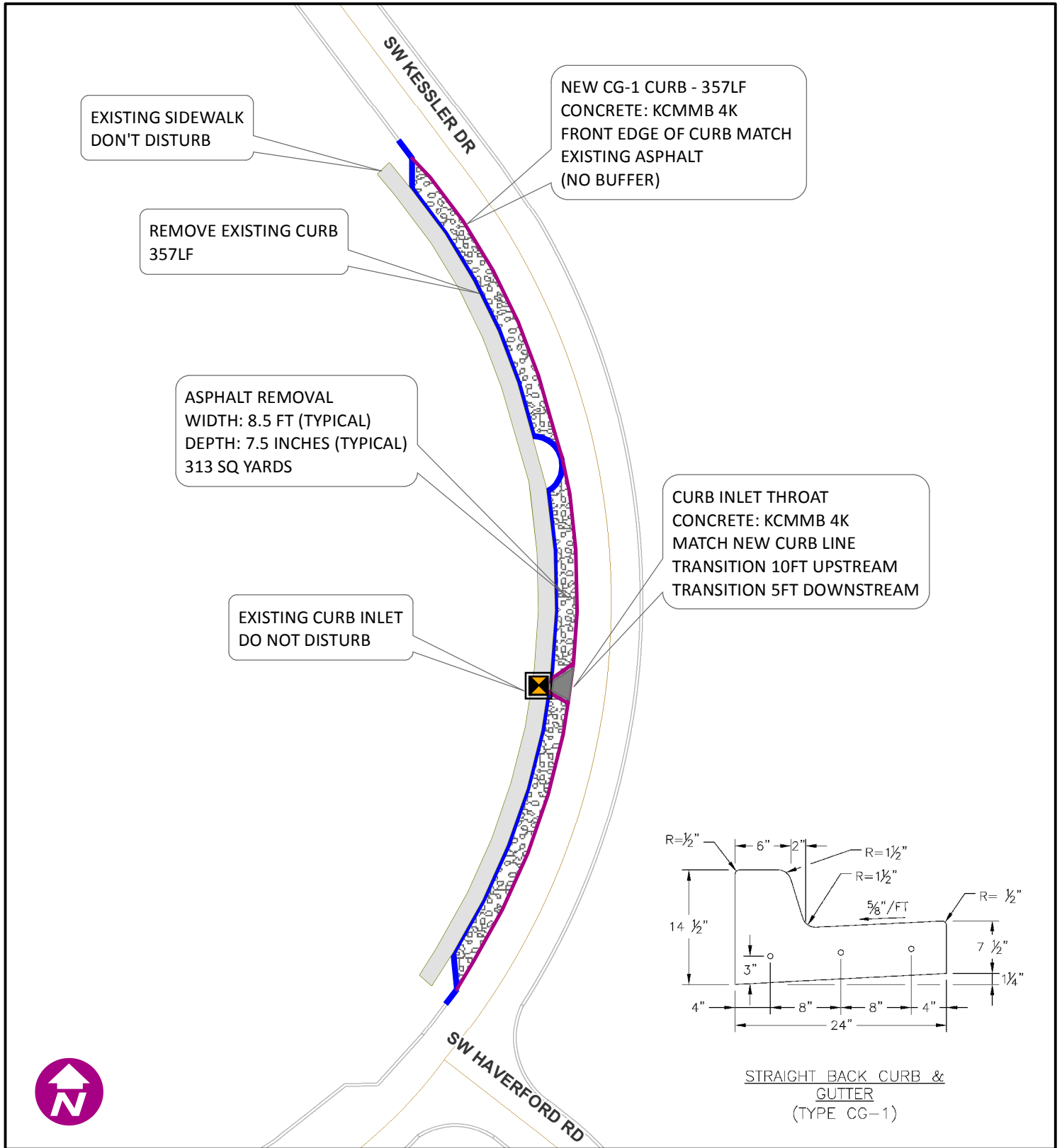
**Area 5 - Gatewood Hills**

**A#** Type A Sidewalk Ramp

**B#** Type B Sidewalk Ramp

**M#** Type A Sidewalk Ramp

# Lee's Summit FY2017 Curb Repair 2



**PROJ. # 40432472-2C**

**Alt. - Kessler Drive**

- Kessler-Existing Curb
- Kessler - New Curb
- Asphalt Removal
- 6 Ft Sidewalk
- Curb Inlet
- Inlet Throat

## Packet Information

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**File #:** 2017-0950, **Version:** 2

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Lee's Summit Solid Waste History

Issue/Request:

Members of the Public Works Committee have requested a presentaion on the history of solid waste in Lee's Summit.

Key Issues:

Proposed Committee Motion:

Background:

Members of the Public Works Committee have requested a presentaion on the history of solid waste in Lee's Summit. Staff will be in attendance to give a brief history of solid waste in Lee's Summit since the late 1970's.

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Bob Hartnett, Deputy Director of Public Works

Recommendation:

Committee Recommendation:

*Yours Truly*

# Lee's Summit Solid Waste History

Public Works Committee

February 23, 2017

# Landfill Basics

- A landfill is a permitted, engineered space for waste (trash) disposal
- The Missouri Department of Natural Resources (MDNR) is the state agency with regulating authority over landfills
- Many factors impact how long the landfill airspace will last (a.k.a. landfill life)
  - Waste compaction (how well the trash is squished)
  - Waste acceptance rate (how much trash comes in, and how much is diverted/recycled)
  - Soil use (amount of soil used to cover the trash)

# Landfill Basics

- A landfill generates methane (gas) and leachate (liquid) , which must be managed by various systems
- When a landfill can no longer accept trash (it has reached permitted capacity), the landfill undergoes closure (soil and vegetative cap)
- After a landfill has been certified as closed by MDNR, it must be maintained and monitored for at least thirty years (called post-closure)

# LS Solid Waste History

## Pollard Landfill

- Private landfill north of Strother Road
- Pre-dated MDNR
- Closed in the late 1970's, about the time Missouri solid waste regulations were being written





# LS Solid Waste History

## 1978 Bond Issue

- Limited local disposal options
- \$750,000 GO Bond issue - 20 year landfill
  - approved by LS voters
- \$250,000 Jackson County contribution
- Funding was for site selection, engineering, permitting, and construction

# LS Solid Waste History

## 1981 LS Municipal Landfill opened

- Enterprise Fund
- Serving LS and unincorporated JA CO only
  - Received about 60 TPD
  - Six days a week
- Three employees
- Operated in the “red” the first several years
- Expected closure in 2001

# LS Solid Waste History

## The late 1980's

- Landfill was opened to all
- Tonnage increased dramatically
- Operated in the black

# LS Solid Waste History

## The 1990's

- Landfill is filling up fast – close before 2001
- First recycling center opened
- Yard waste/composting opens
- SB 530 mandates 40% diversion
- City seeks re-permitting of landfill
  - Horizontal
  - Vertical

# LS Solid Waste History

## The 1990's (cont.)

- Landfill is re-permitted
  - Minimum 20 year life = 2014
  - Use price for volume control
- Recycling center is moved
- Citizens Recycling Task Force formed (1994)

# LS Solid Waste History

## The 1990's (cont.)

- BOA moves forward with first set of recommendations from Task Force (1995)
  - Hire Recycling Coordinator
  - 2 year intent to enter hauling business
  - Establish hauler license
  - Require haulers to offer recycling
  - Staff to promote recycling
- Diversion rate at the time = 25% (still working toward goal of 40% per SB 530)

# LS Solid Waste History

## The 1990's (cont.)

- Renamed Resource Recovery Park (RRP)
- Household Hazardous Waste (HHW) facility opens (1997)
- City Council's SWC directs staff to explore Pay as You Throw (PAYT) (1999)
  - Volume based pricing
  - Survey citizens regarding Solid Waste issues
  - Not well received by hauling community

# LS Solid Waste History

## The 2000's

- Public Disposal Area (PDA) constructed
- More recycling opportunities
  - At RRP
  - Electronic recycling events
- North Recycling Center opened (2008)



# LS Solid Waste History

## The 2000's (cont.)

- Solid Waste Management Task Force (SWMTF)
  - Created by Res. 05-12
  - Ten citizens representing citizens and business
  - Met for nine months
  - Purpose: Should Lee's Summit remain in the solid waste business after the closure of the landfill in 2014?

# LS Solid Waste History

## The 2000's (cont.)

- SWMTF recommendation (2006)
  - Lee's Summit should continue to operate a landfill
  - Initiate study to identify a new location
    - Suitable for Lee's Summit waste
    - Explore feasibility of a regional landfill
    - Explore ownership and operations options
  - Should City decide not to proceed with landfill: Transfer station would then be recommended if economically feasible
- Consultant hired for site selection of second landfill (a.k.a. Landfill II) (2008)

# LS Solid Waste History

## 2009 and 2010

- Consultant begins Landfill II Site selection
- Two potential sites identified
- Solid Waste Consortium formed (Res. 10-10)
- Consortium reviews:
  - Governance
  - Business model
  - Operations

# LS Solid Waste History

## The 2010's

- City Council rescinds support of Consortium (Res.12-11)
- ENR evaluates other solid waste options
- City issues RFP to explore solid waste options (2013)
  - Proposal written to be wide open
    - Private operation
    - Public/Private partnership

# LS Solid Waste History

The 2010's (cont.)

- Three proposals received (2014)
- Highest ranked proposal:
  - Run landfill and all environmental programs
  - City sets gate pricing, controls own royalty component
  - Flow control required
  - City to construct transfer station after landfill closure

# LS Solid Waste History

## The 2010's (cont.)

- Indication that Council was not prepared to proceed with flow control; taken off table (2014-2015)
- Negotiations continue w/o flow control
  - Modified proposal with more risk to City and vendor
- Staff rejects proposal; vendor appeals to Council for reconsideration

# LS Solid Waste History

## The 2010's (cont.)

- Contract executed (1/2016)
  - Phase 1: Run landfill & some environmental programs
    - Purchase equipment; proceeds for Transfer Station design, permitting, and construction
    - Closure/post-closure contribution
  - Phase 2: Run transfer station
  - Perform landfill closure
- HES assumed operation (3/2016)

# LS Solid Waste History

## Today

- HES contract underway; staff managing
- Per HES contract, vertical expansion for landfill submitted and approved by MDNR for +/- 3 years
- Transfer Station
  - Public Open House (June 2016)
  - 30% plans complete (November 2016)
  - Contractor cost estimate (December 2016)
  - Negotiation to cover estimated overages in accordance with contract



# LS Solid Waste History

## Questions



## Packet Information

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**File #:** 2017-0913, **Version:** 1

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Stormwater Funding Options

Issue/Request:

Funding options for stormwater program.

Key Issues:

Continue discussion on funding options for ongoing stormwater management programs.

Proposed City Council Motion:

[Enter text here]

Background:

In previous discussions the PWC members identified Scenario 2 as the desirable target for an ongoing stormwater program. The committee also reviewed a number of funding sources and narrowed the options for further investigation to 1) a user fee/utility system, 2) a use tax, and 3) the CIP Sales Tax renewal. The City Council approved ballot language to include stormwater projects in the CIP Sales Tax renewal on January 19, 2017. The renewal is to be included on the April 4, 2017 ballot.

This discussion will focus again on identifying an ongoing source of revenue for the proposed program.

Impact/Analysis:

If a user fee funding mechanism is selected, the cost to develop the program to place before voters in the future will need to be budgeted. Costs could be in a range between \$300,000 and \$400,000.

Presenter: Dena Mezger, Director

Recommendation:

Committee Recommendation:

LS

# Stormwater Funding Options

Public Works Committee

January 30, 2017



# Status of Discussions

- PWC has
  - Established prioritized stormwater program goals
  - Reviewed level of service scenarios and selected Scenario No. 2 as target for funding ongoing program
  - Reviewed funding options and focused on pros and cons of three funding options: CIP sales tax, use tax and utility/user fee
  - Recommended inclusion of approx. \$25M in stormwater projects in CIP Sales Tax Renewal

# Funding Options & Program Goals

Stormwater Program Goals  
as updated during Dec. 19, 2016 PWC Meeting

GOAL	TERM	
	Short (S), Med (M) or Long (L)	PRIORITY RANKING
<b>Improve reliability of existing system through increased maintenance including proactive efforts</b>		
1. Dedicated resources for operation and maintenance (labor and materials) (Scen. #2 recommended by PWC)	S	1
2. Inspection of existing system components	M	2
3. Replacement program for deteriorated CMP in system	M/L	3
<b>Expand implementation of regulatory NPDES water quality program including infrastructure improvements, public education, and staff training</b>		
1. Staff training	S	1
2. Illicit discharge inspections	S	1
3. Comprehensive environmental permit tracking	L	3
4. Increased public education and participation	M	2
5. Dedicated Stormwater Management Plan advisory board	L	4
<b>Construct capital projects that continue to address problem areas based on priorities</b>		
1. System deficiencies identified by the City's Master Plan that cause flooding of homes, businesses, or other structures.	S	1
2. System deficiencies that cause street flooding to the extent that access for emergency response vehicles is impeded and/or that public safety is protected.	M	2
3. System deficiencies that cause erosion in open channels resulting in damage, as determined by qualified professionals, to existing structures or infrastructure.	M	2
4. System deficiencies identified in the City's Master Plan that result in damage to private improvements such as landscaping and fencing.	L	4
<b>Maintain a proactive approach to identifying needed updates to the City's standards and ordinances</b>	Ongoing	

 Items addressed by CIP Sales Tax funding  
 Items addressed by Scenario #2 funding

# Required Revenue

- o To Fund Scenario #2 (based on 2016 costs)
  - o \$1.495 M in annual funding at start (will need to increase over time as costs increase)
    - o 11.9 FTEs
    - o Includes routine maintenance and inspection, construction of small projects, system repairs, regulatory compliance, design and project management
  - o \$0.567 M in one-time funding
    - o Nine trucks/pieces of equipment

Revenue Source	Pros	Cons
CIP Sales Tax	<ul style="list-style-type: none"> <li>• Good for specific projects &amp; programs</li> <li>• No special billing</li> <li>• Easy to explain to public</li> <li>• No impact on general fund</li> </ul>	<ul style="list-style-type: none"> <li>• Not permanent on-going funds for operation and maintenance</li> </ul>
Use Tax	<ul style="list-style-type: none"> <li>• Can supplement other revenue streams <ul style="list-style-type: none"> <li>• \$ 1M in use tax yields \$400K into gen. fund</li> </ul> </li> <li>• Permanent revenue source</li> <li>• Prioritize needs for use of revenue</li> </ul>	<ul style="list-style-type: none"> <li>• Not adequate to fully fund program</li> <li>• Not dedicated to specific uses by ballot</li> <li>• Other uses may be unmet if dedicated funding source</li> <li>• General use tax typical</li> </ul>
Utility/User Fee	<ul style="list-style-type: none"> <li>• On-going long term dedicated solution for program</li> <li>• Nexus between fees and amount of runoff - similar to water/sewer rate system</li> <li>• No impact on general fund</li> </ul>	<ul style="list-style-type: none"> <li>• Costs and time to implement <ul style="list-style-type: none"> <li>• Funds required to build the system database and structure program before voter approval</li> </ul> </li> <li>• More administration required for ongoing management</li> <li>• Requires billing system</li> </ul>



# Other Mo/Ks Communities

## o Monthly User Fee

- o Olathe KS - \$5.66/ERU
- o Topeka KS - \$4.25/ERU
- o Lawrence KS - \$4.00/ERU
- o KCMO - \$3.00/ERU
- o Arnold MO - \$3.00/ERU
- o Wichita KS - \$2.00/ERU
- o Columbia MO - \$1.44/ERU (Scheduled to increase to \$3.50)
- o St. Louis Metro. Sewer District – \$0.24/mo for each single family or commercial unit served by the system; \$0.18/mo for each unit in multi-family developments

ERU = Equivalent Residential Unit

# Other Communities (cont'd)

- o User Fee Collected with Property Tax Bill
  - o Lenexa KS - \$30/ERU/yr
  - o Overland Park KS - \$24/ERU/yr
- o Sales Tax
  - o Independence MO – 1/4¢
- o Property Tax
  - o St. Louis Metropolitan Sewer District – varies by location; min. \$1.95/\$100 of assessed value

# Reference Information

- o 2004 Citizens' Stormwater Task Force Report
  - o Task Force recommended a stormwater user fee for long-term funding
  - o Copy previously provided to PWC
- o 2016 Stormwater Utility Survey – Black & Veatch
  - o Copy attached

# Next Steps

- o PWC makes recommendations on long-term funding for Scenario #2 to City Council
  - o If a user fee system is recommended the cost of development will need to be included as part of the next FY budget
  - o Costs for the project could be between \$300,000 and \$400,000 (based on 2005 contract for this work – contract terminated before completion)
- o Additional information required by PWC?

# 2016 Stormwater Utility Survey

## A Black & Veatch Report

---

Prepared by Black & Veatch Management Consulting, LLC



**BLACK & VEATCH**  
Building a world of difference.®





# Table of Contents

1   Welcome . . . . .	1
Welcome to Our 2016 Stormwater Utility Survey . . . . .	1
2   About this Report . . . . .	2
Company Overview . . . . .	2
Survey Design . . . . .	2
Survey Team . . . . .	3
3   Report Highlights . . . . .	4
Profile of Respondents . . . . .	4
4   Nexus . . . . .	5
Program Cost-Fee-Customer Nexus . . . . .	5
5   Organizational Information . . . . .	8
6   Planning . . . . .	11
7   Finance and Accounting . . . . .	15
8   Stormwater User Fees and Billing . . . . .	19
9   Stormwater Credits and Incentives . . . . .	27
10   Public Information/Education . . . . .	31

## WELCOME TO OUR 2016 STORMWATER UTILITY SURVEY

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In 1991, we launched our first biennial survey of stormwater utilities to assess and share insights on stormwater management and financing, when the concept of “stormwater utility” was still a nascent phenomenon. Over the last 25 years, the phenomenon has continued to evolve with paradigm shifts in stormwater program planning, best practices, governance, and regulatory requirements. To reflect these changing dynamics, we have continued the tradition of capturing and sharing insights through our biennial stormwater utility surveys.

This report, our eleventh stormwater utility survey, presents information on the key industry priorities and investment drivers, stormwater management and user fee practices, and comparative data on typical residential stormwater user fees.

The responses to issues of increasing regulatory requirements, adequacy of funding, and cost recovery continues to indicate an “alignment gap” among program needs, costs of service, level of fees, and customer buy-in.

Hence, going beyond presenting the survey findings, this report also includes a special feature discussion on “Program-Cost-Fee-Benefit Nexus.” The special feature highlights the compelling need for nexus among four key factors: the level of service (Program), the costs to deliver the level of service (Cost), the approach to recovering the cost of providing service (Fee), and the customer’s understanding of value (Benefit).

If you have any questions regarding the contents of this report and/or Black & Veatch services, please do not hesitate to contact us at: [ManagementConsulting@bv.com](mailto:ManagementConsulting@bv.com).

Sincerely,



Ralph Eberts | Executive Vice President

Black & Veatch Management Consulting, LLC





# About this Report

## COMPANY OVERVIEW

Black & Veatch Management Consulting, LLC is a wholly owned subsidiary of Black & Veatch Holding Company and provides integrated strategy, business operations, and technology solutions for water, wastewater, stormwater, power, oil and gas, and renewables utility sectors. Our seasoned executives and consultants combine subject expertise, advanced analytics and practical business sense with extensive technology and engineering capabilities to deliver solutions that work best for your program needs, organization, assets and customers.



**BLACK & VEATCH HEADQUARTERS**  
Overland Park, KS

## SURVEY DESIGN

This 2016 stormwater utility survey was conducted online, within the United States, during March and April 2016. The results are presented under the following key sections:

### Section 1: Organization and Operations

Provides a general profile of the respondents including population, size and characteristics of service area, and utility governance.

### Section 2: Planning

Provides insights in to what utility managers perceive to be the most important industry issues and stormwater infrastructure investment drivers. This section also highlights the types of permit requirements that utilities have to comply with and the planning utilities have engaged in to address stormwater management.

### Section 3: Finance and Accounting

Reviews stormwater utility revenues, expenditures, sources of funding, and the adequacy of stormwater funding to meet utility obligations.

### Section 4: Stormwater Rate Structure and Billing

Presents the types of costs recovered through user fees, the fee methodology used in setting rates, the rate structures, and the average monthly residential rate of each utility that participated in the survey. Information on the billing frequency and types of exemptions and discounts that utilities offer, and insights on legal challenges are also provided. Calculated bills reflect rates in effect as of March 1, 2016.

### Section 5: Stormwater Credits and Incentives

Offers insights in to the types of credits, criteria used in offering credits, credits for “green initiatives”, and any innovative credit programs.

### Section 6: Public Information/Education

Assesses the level of importance respondents attribute to public information/education and the methods of education and multi-media sources used in educating and in disseminating information.

## SURVEY TEAM

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### PRABHA KUMAR

#### Director

Ms. Kumar leads the stormwater utility consulting practice. She specializes in stormwater utility feasibility studies and utility development, implementation, and utility metering and billing operations optimization. Ms. Kumar's comprehensive utility consulting expertise also includes resource analysis, financial planning, cost of service, and rate design studies, wholesale pricing studies and in providing expert witness services in utility litigation matters. Ms. Kumar has also managed technology projects that involve the entire software development life cycle of needs assessment, system requirements specification, system design, development, implementation and training.



### ANNA WHITE

#### Principal Consultant

Ms. White has served as a Project Manager on projects involving cost of service and rate determination, revenue bond determination and financial reviews of operations for water, wastewater and stormwater utilities in the public sector. Her economics background and experience with computer modeling and software applications have been utilized in developing financial analyses of municipal water and wastewater utilities.



### RUPA JHA

#### Manager

Ms. Jha is experienced in utility rate study, business process optimization and change management for water, wastewater and stormwater utilities. She has participated in a wide range of utility management services including fund review studies, infrastructure asset management, change management, AWWA water audits and financial modeling.



### BRIAN MERRITT

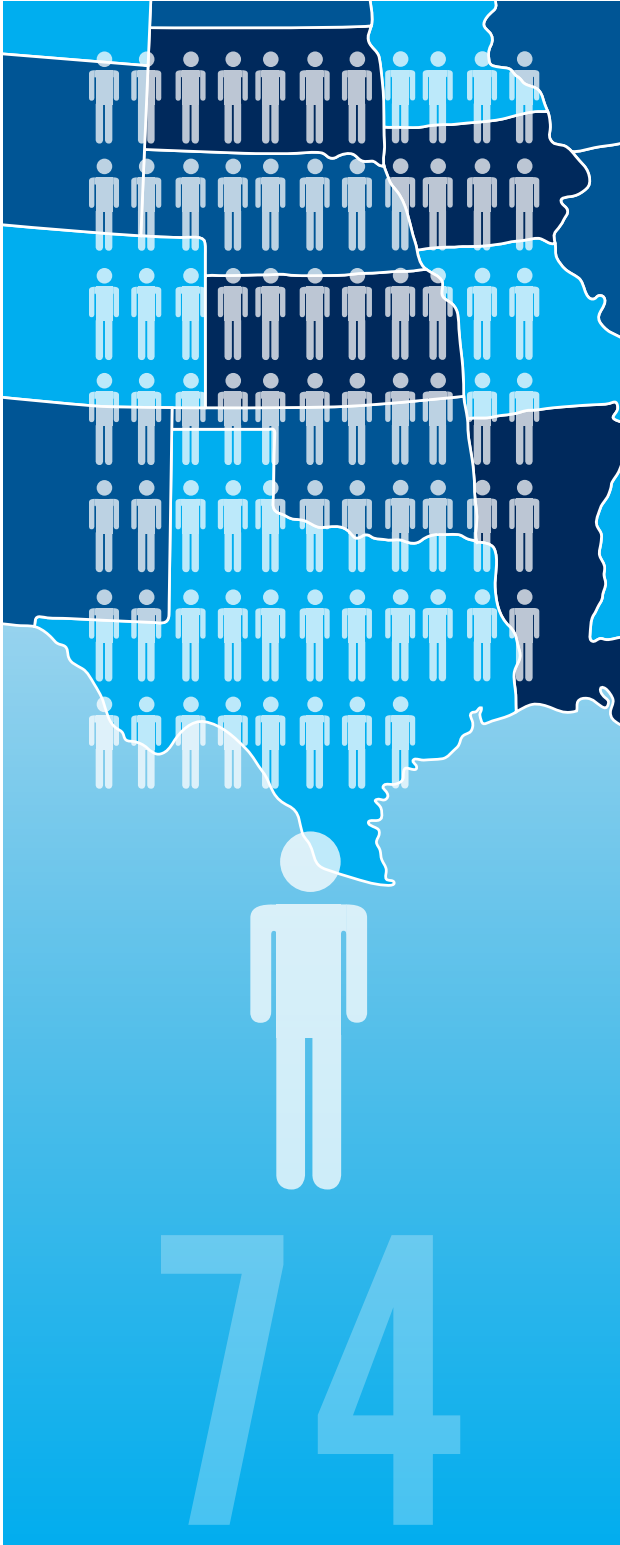
#### Manager

Mr. Merritt has experience in the engineering and consulting industry specializing in stormwater utility development and implementation. He has extensive experience in engineering design, permitting, compliance, public outreach, program evaluations and planning, and funding strategies. His stormwater related work has included watershed planning, stormwater infrastructure design and construction including green infrastructure, floodplain and water quality management planning, flood protection/resiliency system assessments and evaluations. In addition, Mr. Merritt is skilled in operations management, business development, client management, contract negotiations, employee recruitment, multi-disciplinary staff management and proposal writing.



# 3

## Report Highlights



### PROFILE OF RESPONDENTS

A total of 74 participants from 24 states completed the online questionnaire.

- All of these participants fund stormwater management in whole or in part through stormwater user fees.
- This year's participants include 16 first time participants and 58 repeat participants.
- Eighty eight percent of the respondents serve a city, rather than a county or a region.
- The population served by the respondents ranges from 86 (Indian Creek Village, FL) to 1.4 million people (San Diego, CA); the areas served varies from 3 to 1,080 square miles.
- Among the utilities that participated in the survey, the median number of stormwater customers is 31,000.
- For those utilities that base charges on gross property area, an Equivalent Residential Unit (ERU) ranged from 2,266 square feet to 20,000 square feet of total parcel area, with a median of 8,000 square feet.
- For those utilities that base charges on impervious area, an ERU ranged from 35 square feet to 5,000 square feet of impervious area, with a median of 2,550 square feet.

## PROGRAM-COST-FEE-CUSTOMER NEXUS

The new norm in the utility industry is to proactively plan for and build “resilience.” Resilience is no longer a buzz word but rather a critical necessity for utilities to be agile and effectively manage known and unforeseen challenges and changing environments. Financial and operational resilience can only be achieved when there is a clear nexus between Program, Cost of Service, User Fees, and Customer Benefit.



The nexus addresses the following critical questions:

- What infrastructure, regulatory, operational, and community needs are we trying to address (Program or Level of Service)?
- What does it cost to deliver the desired level of service (Cost of Service)?
- How do we equitably recover the full cost of service (Fee)?
- What benefits do our customers gain and perceive (Customer Benefit)?

### Survey Results on User Fee-Cost of Service Nexus

In our stormwater survey, we find a significant range in the magnitude of typical monthly residential stormwater charge, among the participating utilities. This is a continuing trend over the last several surveys. In analyzing the results, we find that the wide range in the charges is largely due to user fees not reflecting the full “cost of service,” and not necessarily due to significant cost of service differences among comparable utilities.

This phenomenon of user fees not reflecting the full cost of service is more pronounced in the stormwater sector than in the water/sewer sector. From a benchmarking perspective, when all the participating utilities do not set their fees to recover the full cost of service, it impacts the ability to truly compare the stormwater charges across utilities, even when the utilities may be comparable in terms of system characteristics and programs.

So, why should utilities strive to recover their full cost of service through user fees rather than recover costs through a combination of “user fees,” and other “non-user fees” such as taxes. Here are a few key reasons:

- **Equity of Cost Recovery.** Stormwater user fees are based typically on the level of imperviousness (commonly referred to as impervious area), which more reasonably correlates to the demand a property places on the stormwater system. However, taxes are based on aspects such as a property’s value or the level of sales, which have no direct correlation to the stormwater contributed to the system. In addition, in the case of tax based cost recovery, many properties that have tax exemptions would not pay anything towards stormwater costs. Hence, recovering the full cost of service through user fees provides for a more equitable recovery of costs among the customers.
- **Customer Perception.** When the fee is designed to reflect the full cost of service, customers can better understand the true costs a utility incurs in providing service. User fees being set to only recover a portion of the stormwater costs can potentially lead to a misperception on the true magnitude of a utility’s costs.
- **Onsite Stormwater Management.** If the user fees are set to fully correlate with cost of service, utilities will have the ability to offer appropriate stormwater fee credits for private stormwater management practices that reduce the stormwater contribution to the system. However, recovering a portion of the stormwater costs through tax revenues would impact a utility’s ability to provide stormwater credits on taxes, as taxes have no correlation to a property’s stormwater contribution.

To explain the difference between utilities that set user fees to recover the full cost of service and those that recover the cost of service through a mix of “user fees” and “non-user fees,” we present the following examples.

### Example: Cost of Service Recovered Fully Through User Fees

**Seattle Public Utilities (SPU), Washington** which has both combined sewer system and separate storm sewer systems, has defined a cost allocation approach that consistently and fairly allocates all operational and capital costs between the sanitary sewer and drainage business lines. Beginning 2008, through a phased approach, SPU has been allocating a portion of the combined sewer system costs to the stormwater utility, recognizing that a portion of the combined sewer system and combined sewer overflow (“CSO”) structures support the drainage system. SPU has not only done the due diligence of defining the full cost of service but also recovers 97% of the stormwater costs of service through stormwater user fees, and the remaining through grants and other sources. Such an approach enhances the equity of cost recovery as (i) costs are aligned with the service demands (wastewater versus drainage), and (ii) the



stormwater fees are aligned to recover 97% of the drainage costs. While such an approach strengthens the nexus between system needs, cost, and fees, it also results in SPU's charges appearing to be the highest among the survey participants.

**Philadelphia Water Department (PWD), Pennsylvania**, which also has a mix of combined sewer and separate storm sewer systems, has adopted a very similar due diligence of clearly delineating direct stormwater management costs and allocating a portion of the combined sewer operating and capital costs to the stormwater utility, so as to derive the stormwater utility's annual full cost of service. To meet its Long Term Control Plan (LTCP) consent order agreement ("COA") requirements, PWD is leading with green solutions. To effectively support its COA, PWD offers robust stormwater credits and incentives programs, the costs of which are proportionally funded through both wastewater rates and stormwater rates.

**The City of Bellevue, Washington**, which only has a separate storm sewer system, also appears to have established a nexus between its stormwater full cost of service and the stormwater user fees, with 93% of its cost of service being recovered by stormwater user fees, and 6% from miscellaneous stormwater fees.

When utilities such as SPU, PWD, and Bellevue delineate full stormwater cost of service and then set user fees to appropriately recover those costs, their fees tend to be higher, but also reflect a more equitable approach to cost recovery.

### **Example: Cost of Service Recovered Through a Combination of User Fees and Taxes**

**Partial Cost of Service:** The survey also indicates that many utilities do not set rates to adequately recover the full cost of service. **Kansas City, Missouri** has a mix of combined sewer and separate storm sewer systems, and currently has a consent order for CSOs. Kansas City's stormwater user fee only recovers a portion of the cost of service. Based on a 1998 voter referendum on user fees, the stormwater user fee is designed to recover only the stormwater "operating

costs." The stormwater related capital costs are recovered not through user fees but through taxes. Sean Hennessy, the CFO for Kansas City also points out that the "Missouri Supreme court ruled that an impervious surface 'fee' applied to property owners is a tax and not a fee"; therefore all tax exempt entities are exempt from the stormwater user fee.

Similarly, **City of San Diego, California**, recovers approximately 50% of its stormwater revenues from user fees and the remaining stormwater revenues are generated primarily from general taxes (e.g., sales tax, property tax) and parking citation revenue. Further, San Diego has never increased its stormwater user fees since 1996.

Consequently, in the case of these two utilities, the stormwater user fees for a typical residential property are significantly lower when compared with other stormwater utilities such as Seattle, WA or Philadelphia, PA. Establishing user fees to recover only a portion of the stormwater costs can have equity of cost recovery implications, as the magnitude of costs recovered from a user from taxes may not be fully aligned with the level of demand the user places on the system.

In summary, with respect to establishing an effective nexus between program, cost, fees, and customer engagement, stormwater utilities are continuing to evolve very slowly and are yet to reach even the level of maturity that we see in the municipal water and wastewater sectors. While municipalities that have established a user fee funding mechanism are ahead of the curve relative to those that have not, to plan for and build resilience, it is time that municipal leaders and communities transitioned to more collaborative, needs driven, and holistic approaches to policy making, delineating cost of service, and stormwater funding.

*We extend our appreciation to the City of Philadelphia, PA; Seattle, WA; Bellevue WA; Kansas City, MO; and City of San Diego, CA for consenting to highlight their stormwater user fee programs as examples.*



# Organizational Information

Stormwater issues such as surface water quality; habitat degradation; downstream flooding, protection of stormwater as a valuable water resource, and public awareness and support are all universal and do not strictly follow jurisdictional boundaries. Yet municipalities continue to manage stormwater issues only within their geographical jurisdictional authority, without being able to transition to a broader watershed level collaboration, management, and funding.

The survey indicates that individual municipally governed stormwater utilities are more prevalent than regional stormwater authorities. Eighty nine percent of the participants reported serving a city jurisdictional area, with just two participants representing a regional authority. These trends have remained fairly consistent since 2007.

Municipalities that have a mix of combined sewer and separate storm sewer systems have a greater challenge in complying with water quality regulatory requirements. Out of the 9 municipalities that have a combined sewer system and own a wastewater treatment facility, 8 of them indicated having a consent order for Combined Sewer Overflows (CSOs). In contrast, only 2 out of the 74 participants had a consent order for MS4 requirements.

FIGURE 1

**FOR MS4 PERMITTING PURPOSES, ARE YOU CLASSIFIED AS:** *(Select One)*

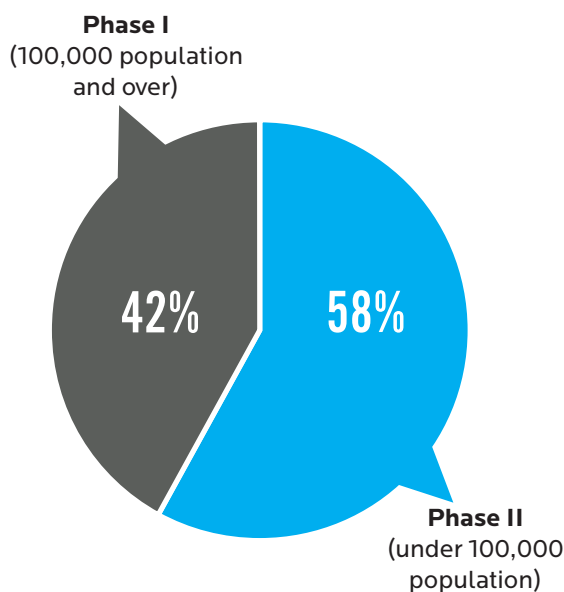


FIGURE 2

**WHAT JURISDICTIONAL AREA IS YOUR STORMWATER UTILITY RESPONSIBLE FOR?** *(Select One)*

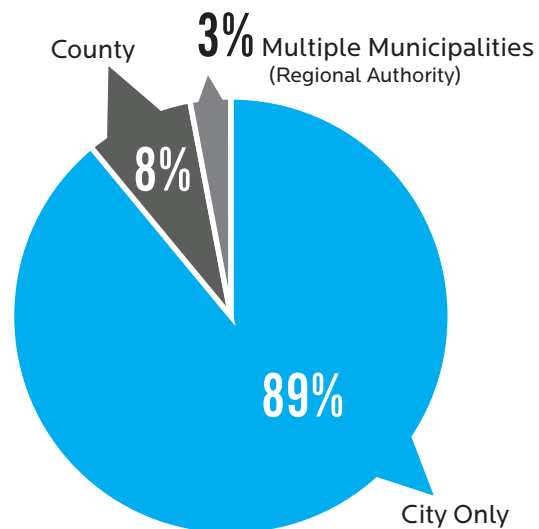


FIGURE 3

**WHAT IS THE CHARACTERISTIC OF YOUR SERVICE AREA?** *(Select One)*

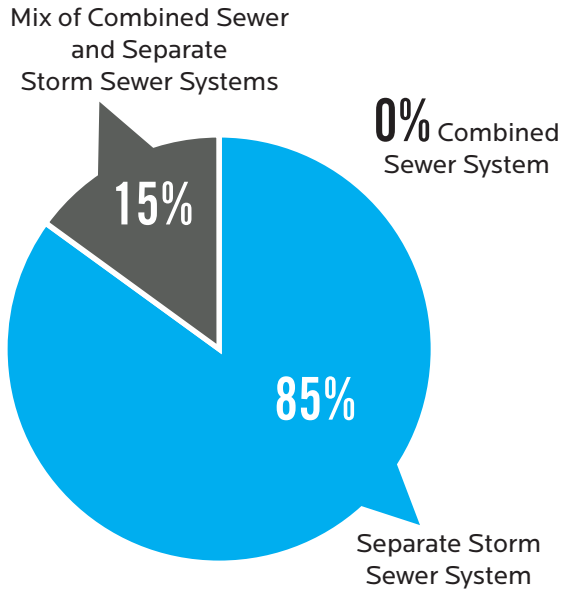
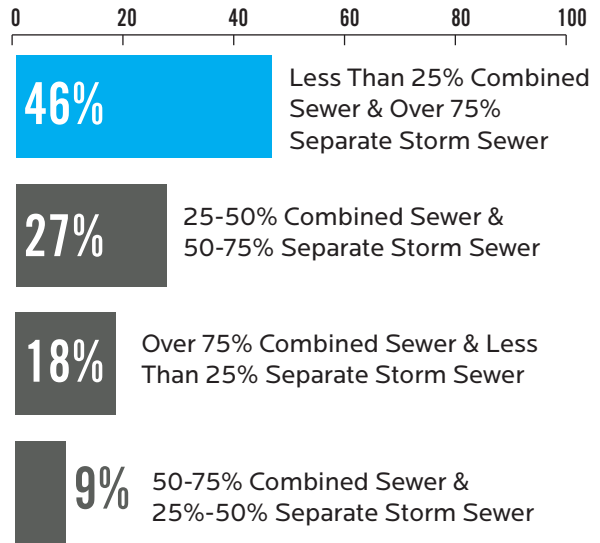


FIGURE 4

**IF YOU SELECTED “MIX OF COMBINED SEWER AND SEPARATE STORM SEWER SYSTEMS” IN THE PREVIOUS QUESTION, INDICATE THE PERCENTAGE\* OF COMBINED SEWER VERSUS SEPARATE STORM SEWER SERVICE.**



*\*Based on number of utilities that selected “Mix of Combined Sewer and Separate Storm Sewer Systems” in the previous question.*

FIGURE 5

**IF YOU SELECTED “MIX OF COMBINED SEWER AND SEPARATE STORM SEWER SYSTEM” OR “COMBINED SEWER SYSTEM” IN QUESTION 3, DOES YOUR UTILITY OWN ITS OWN WASTEWATER TREATMENT FACILITY OR DOES IT CONTRACT OUT FOR THESE SERVICES TO ANOTHER JURISDICTION/ENTITY?**

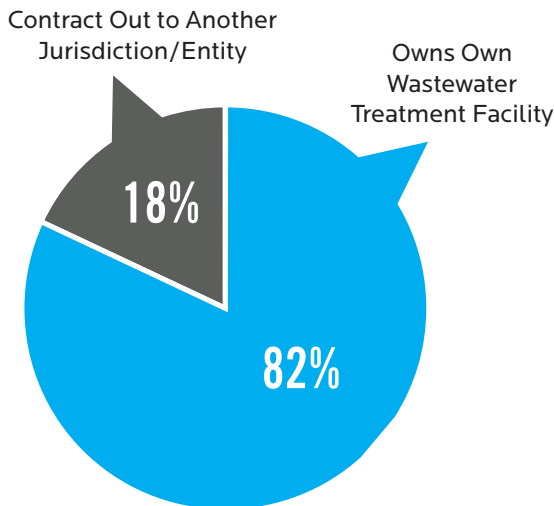


FIGURE 6

**IS YOUR UTILITY UNDER CONSENT ORDER FOR COMBINED SEWER OVERFLOW (CSO) ISSUES?**

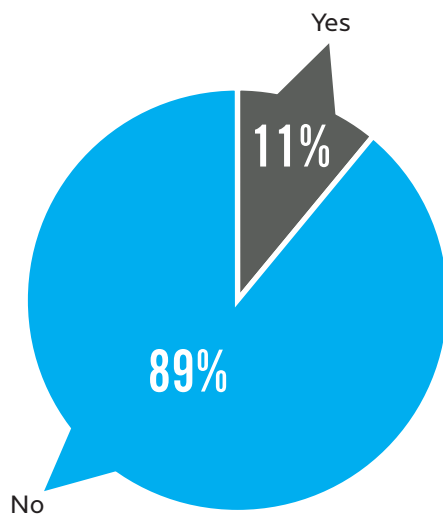




FIGURE 7

**IS YOUR UTILITY UNDER CONSENT ORDER FOR MS4 ISSUES?**

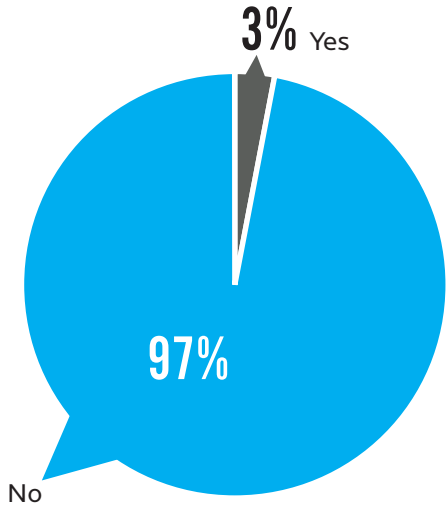
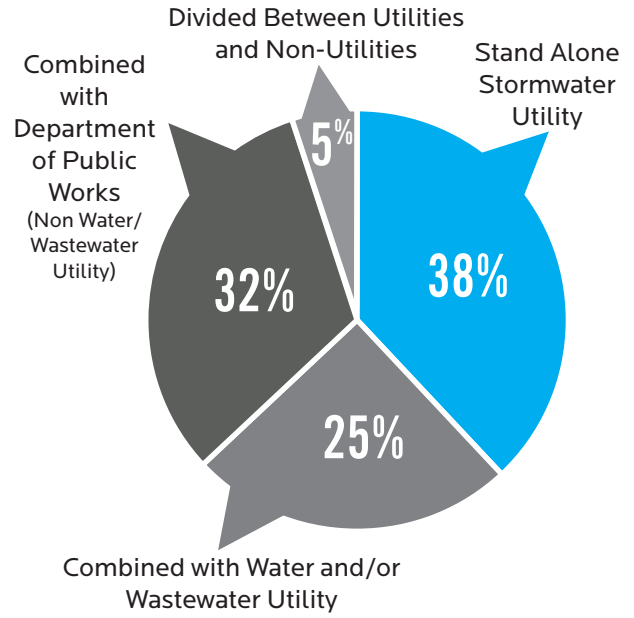


FIGURE 8

**PLEASE INDICATE HOW YOUR CURRENT STORMWATER OPERATIONS ARE GOVERNED.**

*(Select One)*



**IT SHOULD COME AS NO SURPRISE THAT IN THE WATER AND WASTEWATER UTILITY SECTOR, THE TOP CHALLENGES FOR UTILITY LEADERS CONTINUE TO BE ISSUES RELATING TO:**

**ASSET MANAGEMENT  
STABLE FUNDING FOR CAPITAL AND OPERATIONAL PROGRAMS  
ADEQUACY OF RATES TO RECOVER COST OF SERVICE  
GAINING PUBLIC SUPPORT FOR FUNDING**

### **Stormwater Priorities**

While the stormwater sector faces these same challenges, it also faces the significant pressure of expanding water quality regulations. This survey validates this challenge. Utility leaders continue to indicate the following three issues as their top three challenges: (i) availability of adequate funding, (ii) enhancing public awareness and support for stormwater management, and (iii) management of the expanding regulatory requirements.

### **Water Quality Poses a Greater Challenge**

In the 2016 *Strategic Directions: Water Industry Report* that we recently published, water utility leaders cited aging infrastructure as their most important challenge; in stark contrast, in this year's stormwater survey, utility leaders have ranked nutrient/TMDL regulatory requirements as a higher priority issue than even infrastructure management. The water

quality regulatory requirement poses a more acute challenge for those municipalities with combined sewer systems, as evidenced by the fact that of the 11 municipalities that indicated having a combined sewer system, 82% currently are under a consent decree.

### **Infrastructure Investment Drivers**

Consistent with water quality and regulatory requirements being high priority issues, utility leaders also indicate that their infrastructure investments are driven primarily by Regulatory Compliance, followed by Flood Control.

### **Planning for Resilience**

To enhance economic, environmental and social resilience, regardless of their size, municipalities, have to increasingly focus on becoming a smart city with "smart utilities." Smart utilities will require integrated frameworks that involve comprehensive assessment of needs and initiatives, multi-benefit outcomes, consistent technical standards and policies, coordinated governance and execution, public-private partnerships, innovative funding, and enhanced stakeholder engagement.

However, this survey finds that even when utilities have both wastewater and stormwater responsibilities and permit requirements, nearly two-thirds of them continue to adopt a more traditional planning approach of developing individual master plans rather than integrated management plans.

FIGURE 9

**WHAT REGULATORY PERMIT REQUIREMENTS DO YOU CURRENTLY HAVE TO COMPLY WITH?**

*(Select All That Apply)*

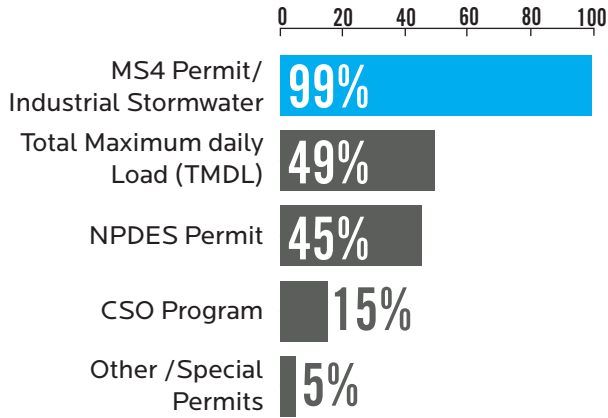
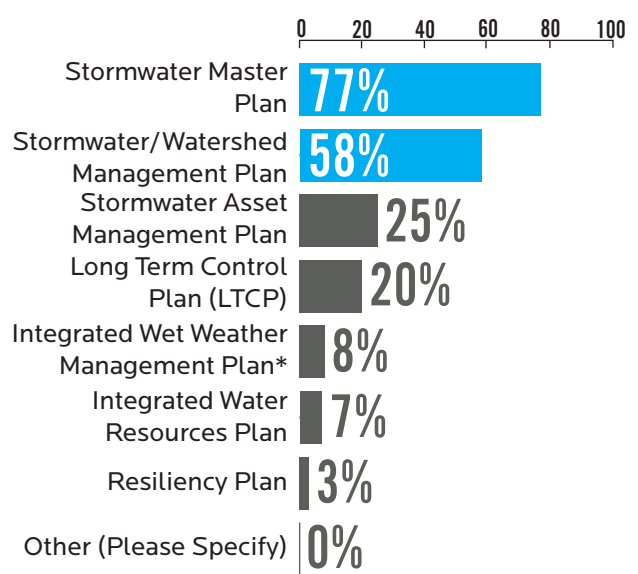


FIGURE 10

**WHAT TYPES OF PLANS HAS YOUR UTILITY DEVELOPED?**

*(Select All That Apply)*



\*To Support Wastewater and Stormwater Requirements

FIGURE 11

**PLEASE RANK THE IMPORTANCE OF EACH OF THE ISSUES LISTED BELOW TO THE STORMWATER INDUSTRY.** (1 = Least Important; 5 = Most Important)

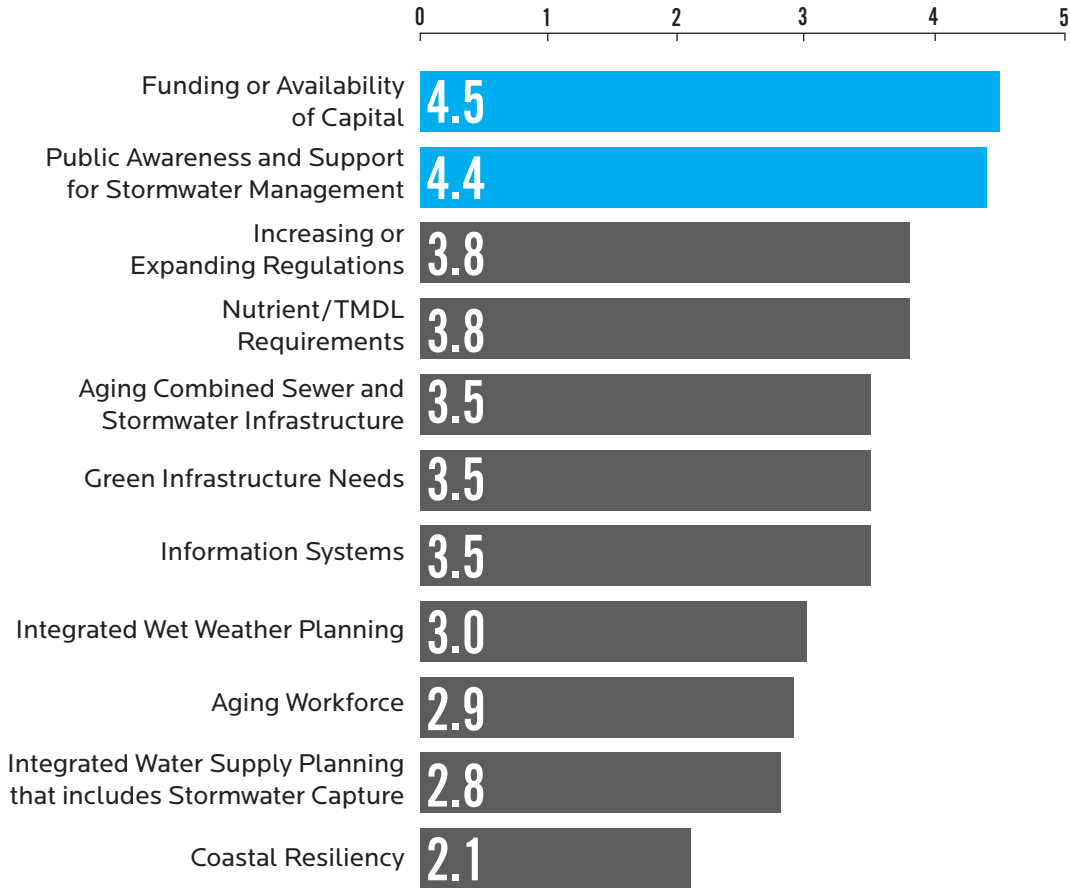


FIGURE 12

**PLEASE RANK ON A SCALE OF 1 TO 5, HOW THE FOLLOWING ISSUES DRIVE INFRASTRUCTURE INVESTMENT PLANNING AND DECISIONS WITHIN YOUR STORMWATER UTILITY.**

*(1 = Very Weak; 5 = Very Strong)*



# Finance & Accounting

A user fee funded stormwater program has a greater potential to build fiscal and operational resilience through revenue stability, dedicated funding stream, and a stronger nexus between stormwater management costs and user fees. However, for user fee funding to be effective and equitable, timely level of service assessments, financial planning and rate adjustments are necessary.

## **Funding Adequacy**

Consistent with the last survey, only 32% of the participants indicate funding is adequate for meeting most needs. However, the survey also indicates that user fee funding framework is providing some level of funding as the percentage of participants that still do not have funds to meet even their most urgent needs, has decreased from 17% (in the 2014 survey) to 8%.

## **Capital Program Financing**

For capital financing, utilities continue to rely heavily on cash financing than debt financing. Based on our last three stormwater surveys, we find that reliance on debt financing seems to be declining. The decrease in debt financing could be due to multiple reasons including municipalities being over leveraged, lack of long range capital planning and capital financing policies, and stormwater utilities operating with a lower level of fiscal planning maturity relative to water/sewer utilities.



FIGURE 13

**PLEASE PROVIDE THE APPROXIMATE PERCENTAGE OF REVENUE THAT YOUR UTILITY RECEIVED FROM EACH SOURCE LISTED.**

	OVER 75%	50%-75%	25%-50%	LESS THAN 25%
Stormwater User Fees	88%	9%	3%	0%
Impact Fees	0%	0%	0%	100%
Miscellaneous Stormwater Fees	0%	0%	0%	100%
Taxes	14%	14%	29%	43%
Grants	0%	0%	18%	82%
Other	0%	7%	7%	86%

FIGURE 14

**PLEASE INDICATE THE PERCENTAGE OF YOUR STORMWATER BUDGET THAT IS ATTRIBUTABLE TO COMBINED SEWER OVERFLOW (CSO) MITIGATION ISSUES. (Select One)**

	0%	1% - 10%	11% - 20%	21% - 30%	31% - 50%	OVER 50%
Percentage of budget that is attributable to Combined Sewer Overflow (CSO) mitigation issues	27%	27%	9%	9%	9%	19%

FIGURE 15

**WHAT IS THE ESTIMATED 2016 ANNUAL STORMWATER CAPITAL IMPROVEMENT PROGRAM BUDGET?**

Minimum	\$60,000
Maximum	\$59,700,000
Average	\$4,461,801

FIGURE 16

**PLEASE PROVIDE AN APPROXIMATE PERCENTAGE OF FUNDING FROM EACH SOURCE.**

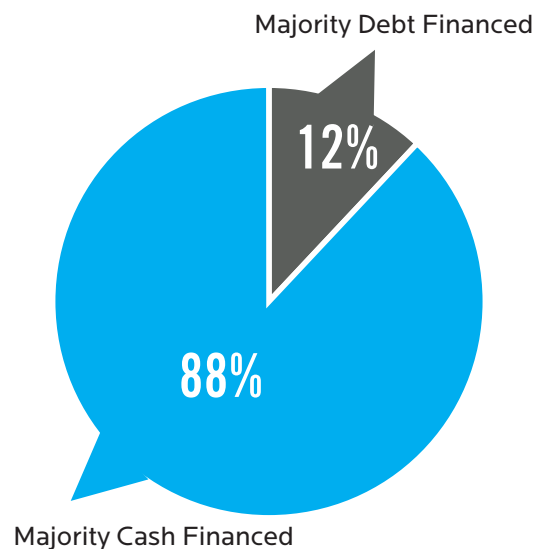


FIGURE 17

PLEASE PROVIDE AN APPROXIMATE PERCENTAGE OF FUNDING FROM ONE OR MORE OF THE FOLLOWING SOURCES THAT ARE USED TO FINANCE YOUR UTILITY'S STORMWATER CAPITAL IMPROVEMENT PROGRAM (CIP).

DEBIT FINANCED	12%	CASH FINANCED	88%
General Obligation (tax) Bonds	8%	Stormwater User Fees	89%
Stormwater Revenue Bonds	12%	Ad Valorem Taxes	5%
Sales Tax Bonds	0%	Permitting and Other Taxes	5%
Combined Stormwater/Other Bonds	4%	Sales Taxes	3%
Benefit District Bonds	0%	Special Tax Districts	4%
Other Debt	5%	New Development Impact Fees	8%
		Grants	24%
		Other Cash	5%

FIGURE 18

CASH VERSUS DEBT FINANCING 2012-2016

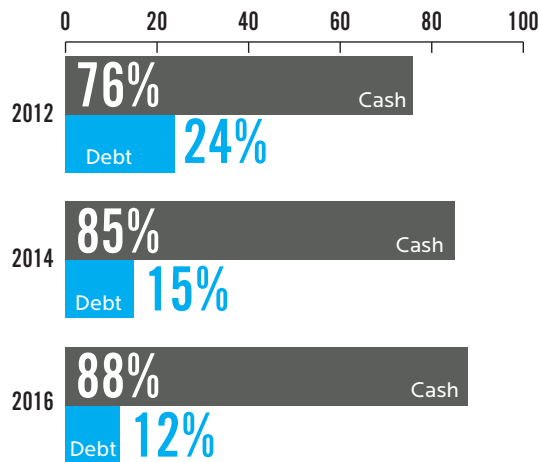


FIGURE 19

PLEASE INDICATE THE LEVEL OF ADEQUACY OF AVAILABLE STORMWATER FUNDING. (Select One)

	2016	2014	2012	2010
Adequate to Meet All Needs	12%	6%	18%	7%
Adequate to Meet Most Needs	32%	32%	31%	36%
Adequate to Meet Most Urgent Needs	48%	45%	40%	47%
Not Adequate to Meet Urgent Needs	8%	17%	11%	10%



FIGURE 20

**DOES YOUR STATE HAVE ENABLING LEGISLATION THAT AUTHORIZES MUNICIPALITIES TO CHARGE A STORMWATER USER FEE?**

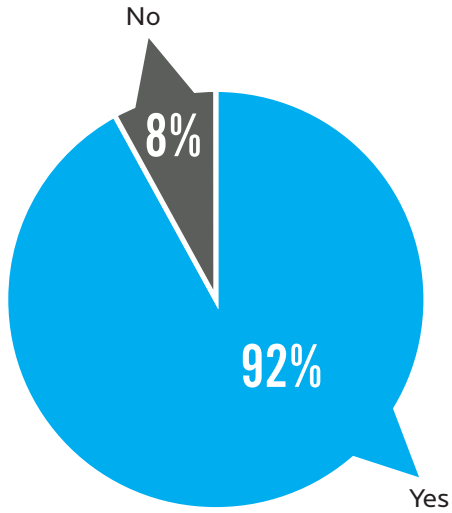


FIGURE 21

**DOES YOUR STATE HAVE ENABLING LEGISLATION THAT AUTHORIZES INDEPENDENT PUBLIC UTILITIES SUCH AS AUTHORITIES, BOARDS, AND COMMISSIONS, TO CHARGE A STORMWATER USER FEE?**

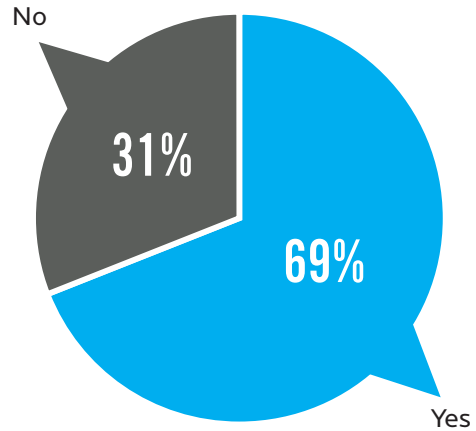
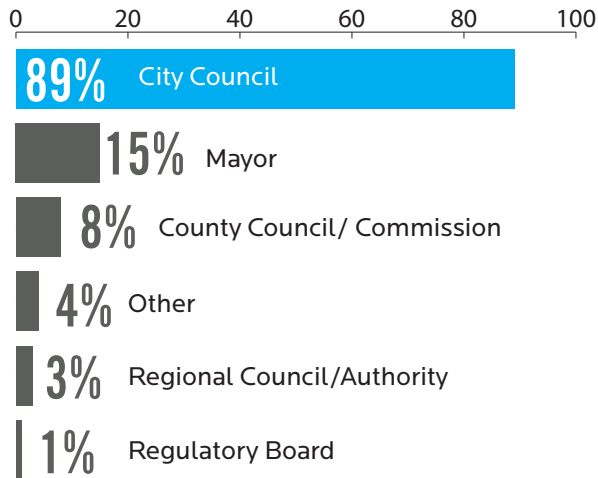


FIGURE 22

**WHAT IS THE GOVERNING AUTHORITY THAT APPROVES YOUR RATES?**



## User Fee Basis

A user fee needs to reflect a reasonable nexus between the costs incurred in providing services and the magnitude of charges that are defined for the rate payer. As it is not practical to measure stormwater runoff, an estimate of a property's level of imperviousness (that restricts infiltration) continues to provide a defensible basis for determining the runoff contribution. This survey validates this approach as 89 of the participants indicate that they use actual and/or effective impervious area as the basis of charges.

## Parcel Data Management

Parcel attributes such as impervious area can be fairly dynamic as changes can occur due to development and redevelopment, consolidation and subdivision of parcels, and other such factors. Yet, 59% of the participants indicate that they do not update their parcel data on any defined frequency. To affirm billing accuracy and effective generation of revenues, it would be prudent for utilities to establish the best practice of at least an annual review and update of parcel impervious area data.

## Fiscal Planning

This survey continues to indicate that lack of timely rate adjustments could be one of the contributing factors to a funding gap. While costs and utility needs for service levels and regulatory requirements continue to increase, 26% of the participants indicate that they have not adjusted the stormwater rates in over 10 years. Establishing a best practice of consistent and timely rate adjustments along with the implementation of customer assistance programs to help with affordability will provide an effective path to financial resiliency.

FIGURE 23

**PLEASE INDICATE THE YEAR WHEN YOUR UTILITY'S CURRENT STORMWATER USER RATE SCHEDULE BECAME EFFECTIVE.**

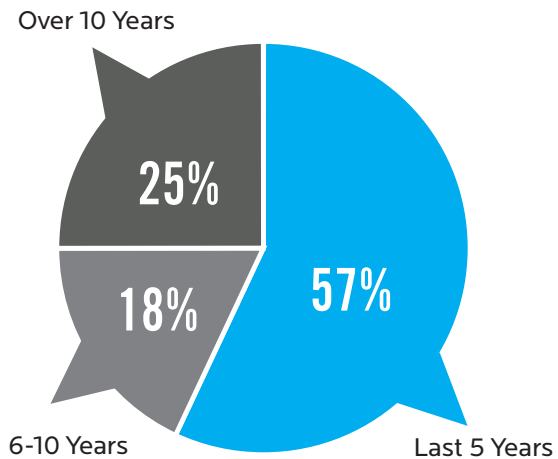


FIGURE 24

**WHAT WAS THE MAGNITUDE OF THE LAST CHANGE IN FEES? (Select One)**

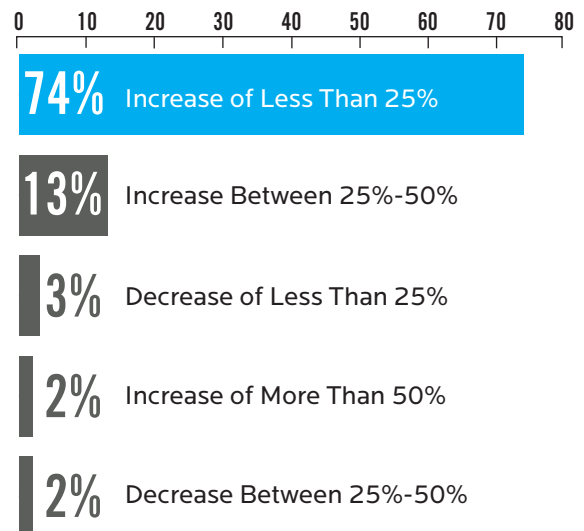


FIGURE 25

DOES YOUR UTILITY TYPICALLY ADOPT NEW STORMWATER FEES ANNUALLY OR FOR MULTIPLE YEARS? IF FOR MULTIPLE YEARS, HOW LONG IS YOUR TYPICAL RATE PERIOD?

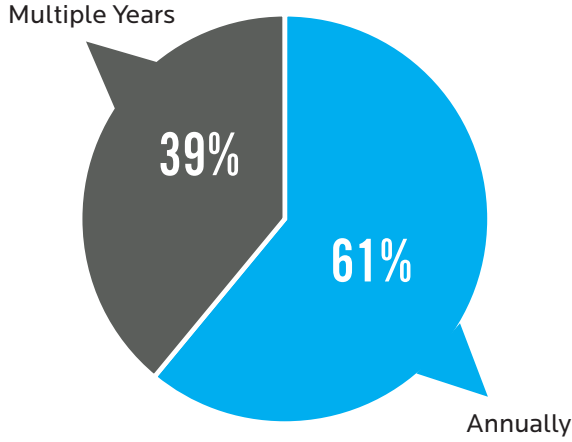


FIGURE 26

IS YOUR STORMWATER USER FEE BASED ON SOME FORM OF PARCEL AREA SUCH AS GROSS AND/OR IMPERVIOUS AREA?

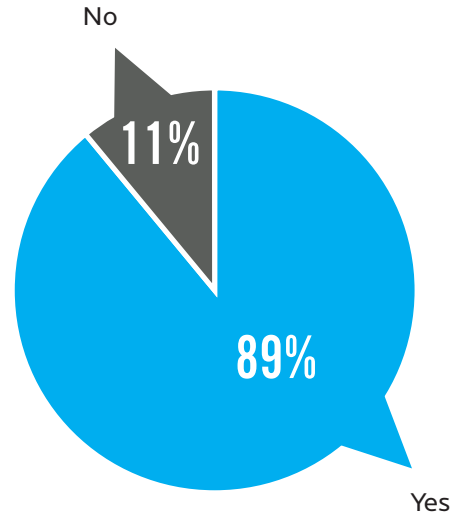


FIGURE 27

WHAT IS THE BASIS FOR CALCULATING YOUR PARCEL AREA BASED STORMWATER USER FEES? IF A COMBINATION OF METHODS IS USED, PLEASE CHECK ALL APPLICABLE METHODS.  
(Select All That Apply)

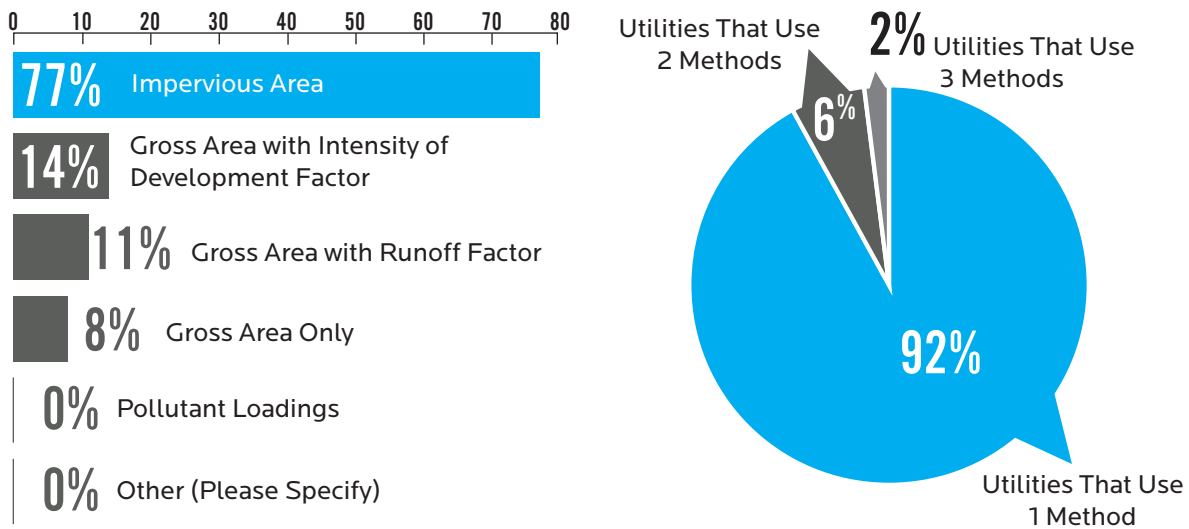


FIGURE 28

**WHAT IS YOUR UTILITY'S AVERAGE SINGLE FAMILY RESIDENTIAL PARCEL SQUARE FOOTAGE?**

*(Include attached residential up to four dwelling units)*

AVERAGE GROSS AREA	SQUARE FEET	AVERAGE IMPERVIOUS AREA	SQUARE FEET
Minimum	2,266	Minimum	35
Maximum	20,000	Maximum	5,000
Median	8,000	Median	2,550

FIGURE 29

**WHAT TYPE OF RATE STRUCTURE DOES YOUR UTILITY HAVE FOR THE SINGLE FAMILY RESIDENTIAL PARCELS? PLEASE ALSO PROVIDE THE AVERAGE MONTHLY RATE FOR EACH RATE STRUCTURE YOU SELECT.**

*(Complete All That Apply)*

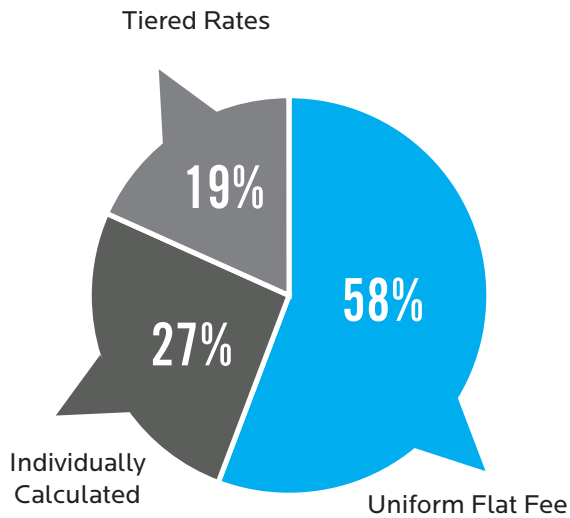


FIGURE 30

**AVERAGE MONTHLY SINGLE-FAMILY RATE**

CITY/COUNTY	STATE	2016 AVERAGE MONTHLY RESIDENTIAL CHARGE
Seattle	WA	32.50
Bellevue	WA	22.00
Everett	WA	17.44
Lubbock	TX	16.23
Fort Collins	CO	14.26
Philadelphia*	PA	14.12
Palo Alto	CA	12.63
Bremerton	WA	11.54
Loveland	CO	10.93
Gresham	OR	10.00
Orlando	FL	9.99
Charlotte	NC	9.95
Pierce County	WA	9.67
Gainesville	FL	9.00
Satellite Beach	FL	8.67
Cocoa Beach	FL	8.00
Thurston County	WA	7.58
Meadville	PA	7.50
Oakland Park	FL	7.50
Southeast Metro SW Authority	CO	7.38
Wilmington	DE	7.00
Brighton	CO	6.91
Duluth	MN	6.75
Tulsa	OK	6.45
Bloomington	MN	6.37
Woodbury	MN	6.10
Roseburg	OR	6.05
Killeen	TX	6.00
Lakeland	FL	6.00
Charleston	SC	6.00
Olathe	KS	5.66
Fort Worth	TX	5.40
Northern Kentucky Sanitation District No. 1	KY	5.04
Cedar Rapids	IA	5.02
Mount Pleasant	SC	5.00
Wilton Manors	FL	4.82
Griffin	GA	4.79

CITY/COUNTY	STATE	2016 AVERAGE MONTHLY RESIDENTIAL CHARGE
Jupiter	FL	4.55
Haines City	FL	4.52
Mesquite	TX	4.50
Arvada	CO	4.50
Great Falls	MT	4.27
Topeka	KS	4.25
Doral	FL	4.00
Miami Gardens	FL	4.00
Lawrence	KS	4.00
Indian Creek Village	FL	4.00
Irving	TX	4.00
Lynchburg	VA	4.00
Raleigh	NC	4.00
Ellicott City	MD	4.00
Stuart	FL	3.95
Fayetteville	NC	3.75
Richmond	VA	3.75
Billings	MT	3.62
Charlottesville	VA	3.60
Wichita Falls	TX	3.55
Cincinnati	OH	3.54
Frisco	TX	3.45
Murfreesboro	TN	3.25
Kansas City	MO	3.00
McKinney	TX	3.00
Melbourne Beach	FL	3.00
Contra Costa County	CA	2.92
Modesto	CA	2.73
Littleton	CO	2.58
West Miami	FL	2.50
Wichita	KS	2.00
Moline	IL	1.94
Santa Clarita	CA	1.92
Spokane Valley	WA	1.75
Shelby County	TN	1.50
Columbia	MO	1.44
San Diego	CA	0.95
Omaha	NE	0.71

\*Philadelphia did not participate in this year's stormwater survey but has provided its residential stormwater charge for inclusion in this report.

FIGURE 31

IF YOU HAVE A TIERED RESIDENTIAL RATE STRUCTURE, PLEASE INDICATE THE TOTAL NUMBER OF TIERS.

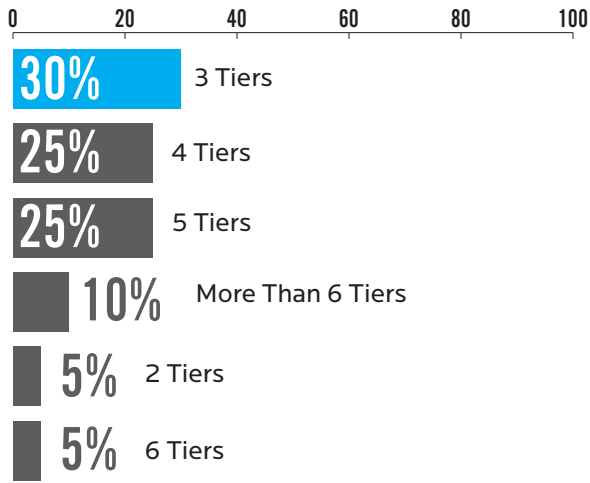


FIGURE 32

IF YOU HAVE A TIERED RESIDENTIAL RATE STRUCTURE, WHAT IS THE BASIS OF THE TIERS? (Select One)

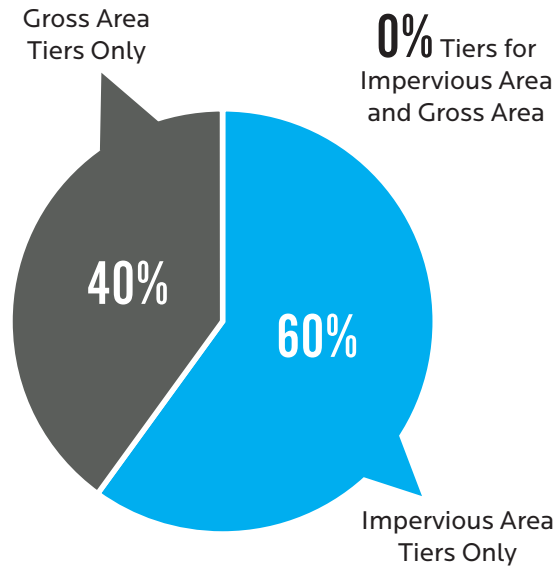


FIGURE 33

DOES YOUR STORMWATER RATE STRUCTURE INCLUDE A SEPARATE BILLING/COLLECTION OR SERVICE CHARGE?

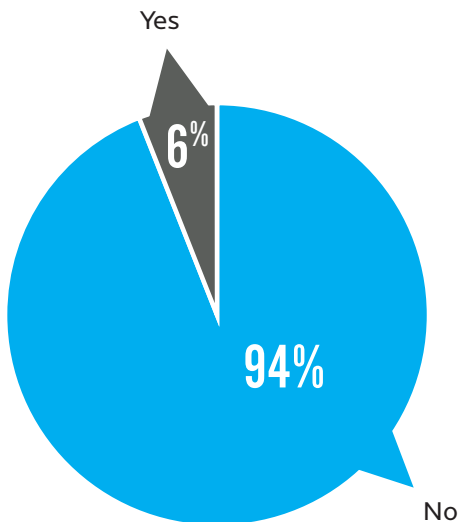


FIGURE 34

IN YOUR STORMWATER RATE STRUCTURE, DO YOU HAVE RATES THAT DIFFER BY SERVICE AREAS/ZONE OR WATERSHEDS?

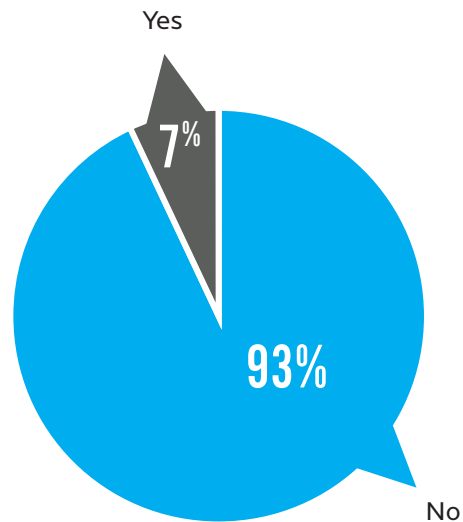


FIGURE 35

**ARE ONE-TIME IMPACT/CAPITAL RECOVERY FEES APPLIED TO NEW STORMWATER UTILITY CUSTOMERS OR NEW DEVELOPMENT?**

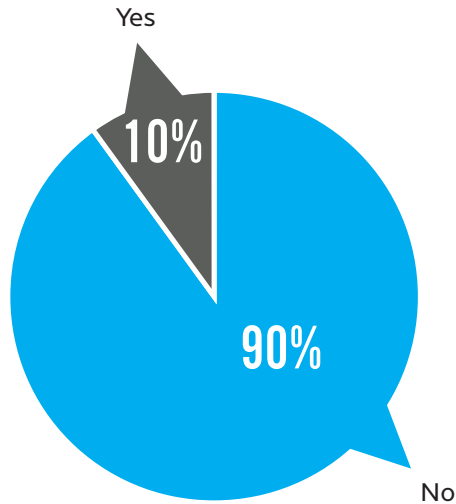


FIGURE 36

**HOW FREQUENTLY DOES YOUR UTILITY UPDATE CUSTOMER PARCEL INFORMATION, SUCH AS CUSTOMER CLASSES AND GROSS AND IMPERVIOUS AREAS SPECIFIC TO STORMWATER BILLING?** *(Select One)*

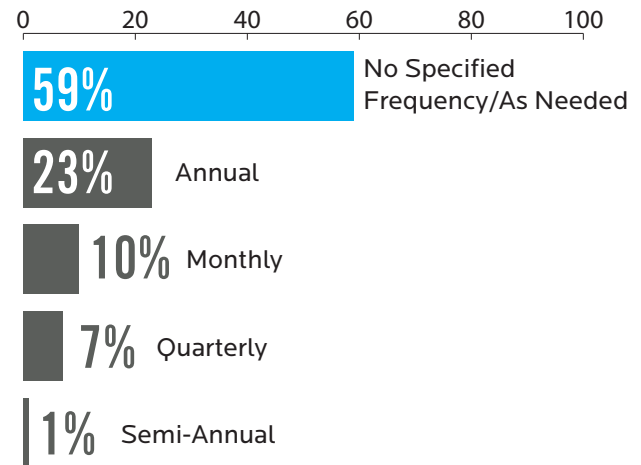


FIGURE 37

**HOW ARE THE STORMWATER USER FEES BILLED?** *(Select One)*

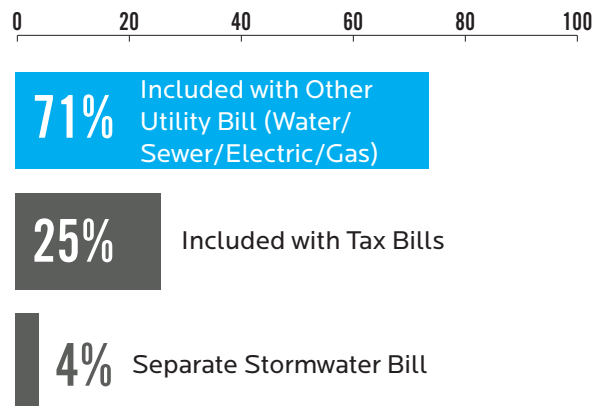


FIGURE 38

**DOES YOUR UTILITY OFFER ANY OF THE FOLLOWING STORMWATER DISCOUNTS? STORMWATER DISCOUNTS ARE NOT THE SAME AS STORMWATER CREDITS, INCENTIVES, OR EXEMPTIONS.** *(Select All That Apply)*

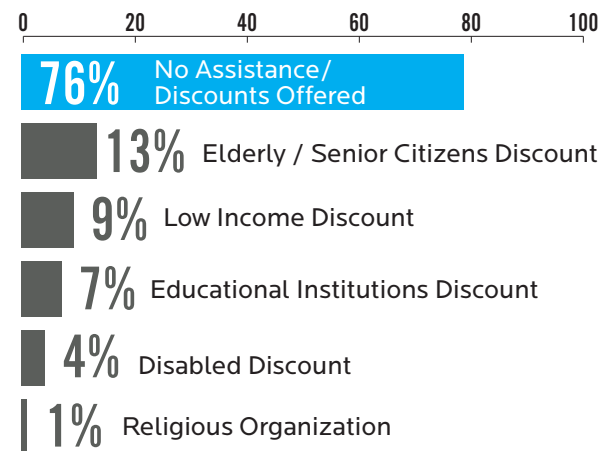


FIGURE 39

**HOW DO YOU FUND CUSTOMER ASSISTANCE PROGRAMS (DISCOUNTS OR OTHER ASSISTANCE)?**

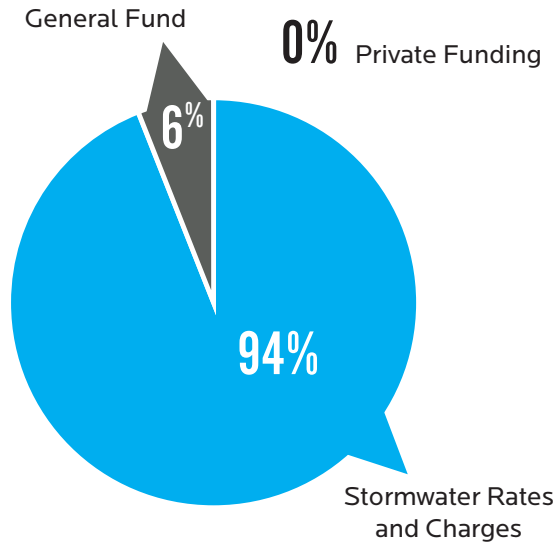


FIGURE 41

**WHO IS RESPONSIBLE FOR PAYMENT OF THE STORMWATER USER FEES? (Select One)**

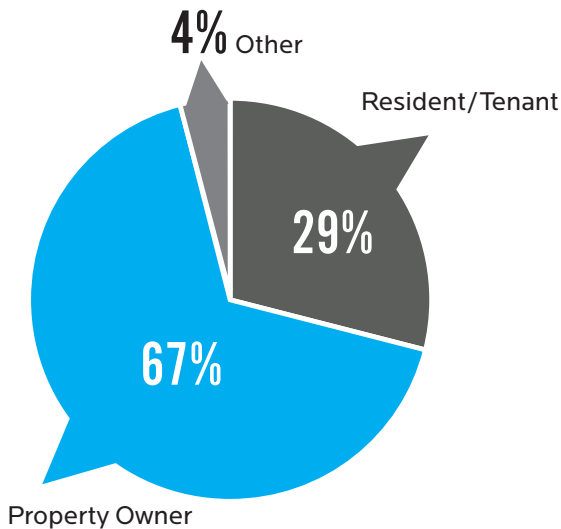


FIGURE 40

**WHAT OF THE FOLLOWING CLASSES OF PROPERTIES ARE CURRENTLY EXEMPT FROM STORMWATER USER FEES? (Select All That Apply)**

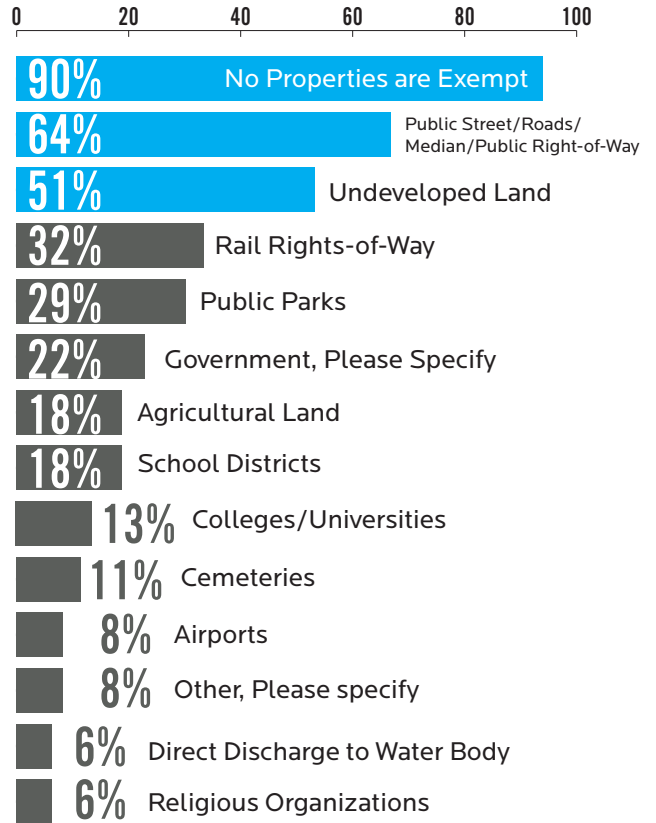




FIGURE 42

**HOW IS PAYMENT ENFORCED?** (Select All That Apply)

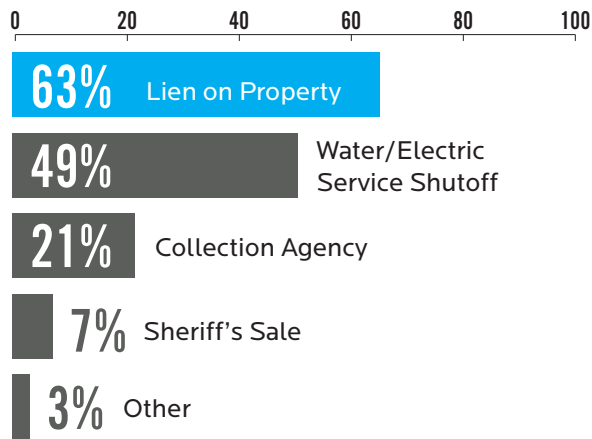


FIGURE 44

**PLEASE INDICATE THE CUSTOMER/CLASS THAT CHALLENGED YOUR STORMWATER USER FEE.** (Select All That Apply)



FIGURE 43

**HAS YOUR UTILITY'S STORMWATER USER FEES EVER FACED A LEGAL CHALLENGE?** (Select All That Apply)

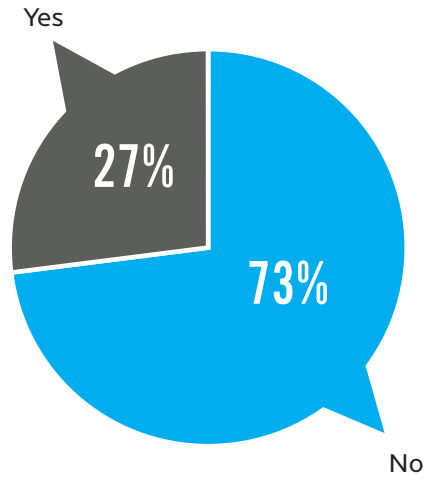
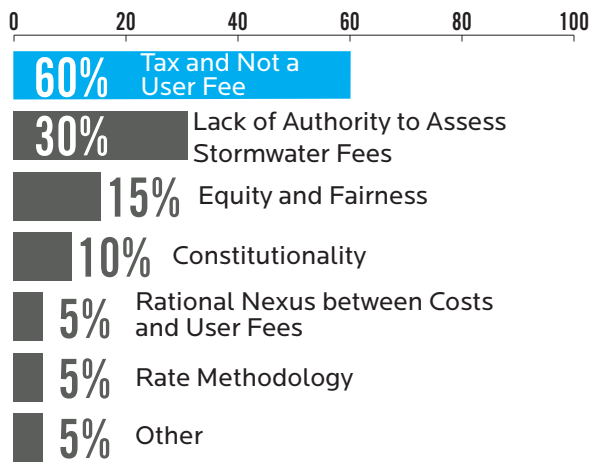


FIGURE 45

**WHAT WAS THE BASIS OF THE CHALLENGE?** (Select All That Apply)



# 9 Stormwater Credits & Incentives

Stormwater incentives are one-time monetary or other non-monetary assistance that municipalities offer to property owners and/or other entities such as developers primarily to foster private onsite stormwater management. Incentives can provide an effective mechanism to leverage public-private partnerships in stormwater management and thereby enhance green solutions beyond the traditional public Right-of-Way.

Stormwater credits are ongoing reductions in stormwater charges that properties can achieve for reducing demand on the stormwater system and/or reducing the utility's cost of service through onsite stormwater Best Management Practices (BMPs). Stormwater credits also offer the added benefit of enhancing the validity of "user fees" by providing customers the opportunity for voluntary control of their fees.

## Adoption of Stormwater Credits and Incentives

The trend with respect to offering stormwater credits on user fees is increasing, but at a slower pace. Incentives are less common than stormwater credits as only 25% of the survey participants indicated offering some type of incentives to encourage private stormwater management. The challenge of recovering the potential revenue loss due to credits and the funding adequacy issue that utilities face are factors that likely contribute to the lower adoption of stormwater credits and incentives programs, among municipalities that have a stormwater user fee.

FIGURE 46

### DOES YOUR UTILITY HAVE A STORMWATER CREDIT PROGRAM?

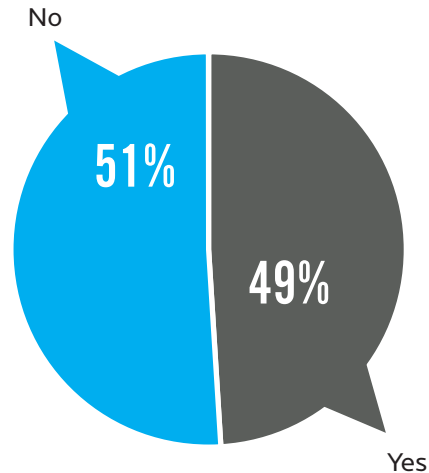


FIGURE 47

**PLEASE INDICATE THE CLASSES OF PARCELS THAT ARE OFFERED STORMWATER CREDITS?**

*(Select One)*

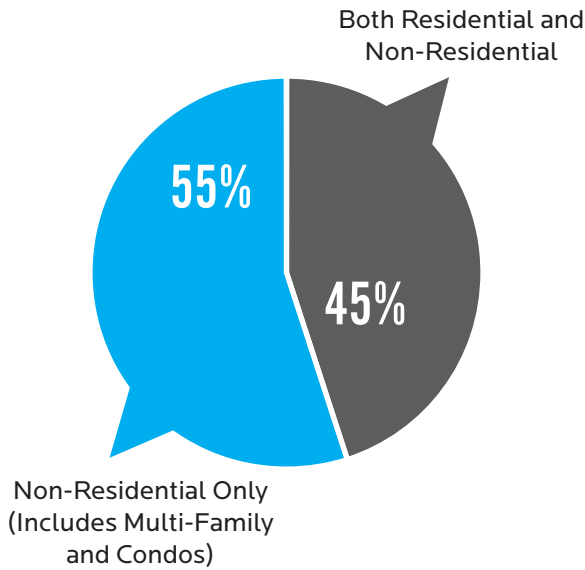


FIGURE 48

**DO YOU OFFER CREDITS FOR ANY OF THE FOLLOWING STORMWATER MANAGEMENT ACTIONS?**

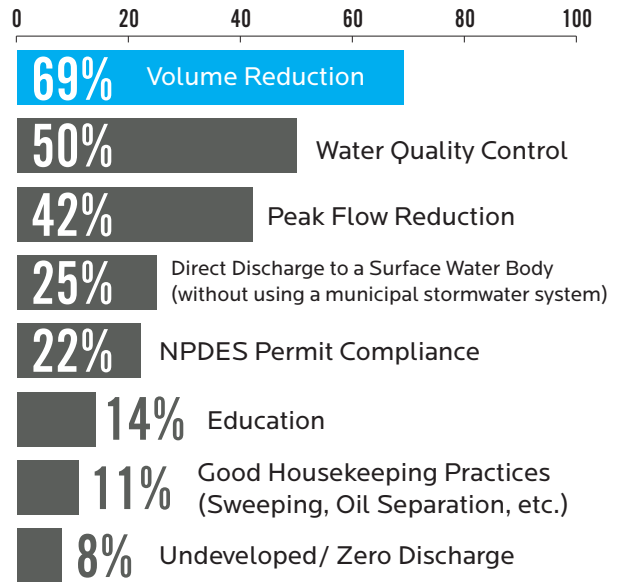


FIGURE 49

**PLEASE INDICATE THE MAXIMUM ALLOWABLE CREDIT FOR EACH ACTION SELECTED.**

*(Select All That Apply)*

MAXIMUM ALLOWANCE CREDIT	OVER 75%	50% - 75%	25% - 50%	LESS THAN 25%
Volume Reduction	24%	28%	32%	16%
Peak Flow Reduction	33%	7%	33%	27%
Water Quality Control	6%	28%	33%	33%
NPDES Permit Compliance	0%	0%	38%	62%
Education	0%	40%	20%	40%
Direct Discharge to a Surface Water Body (without using a municipal stormwater system)	67%	0%	11%	22%
Good Housekeeping Practices (Sweeping, Oil Separation, etc.)	0%	0%	50%	50%
Undeveloped/Zero Discharge	0%	0%	67%	33%

FIGURE 50

**IS THERE A CAP FOR THE TOTAL AMOUNT OF CREDITS THAT ARE OFFERED?**

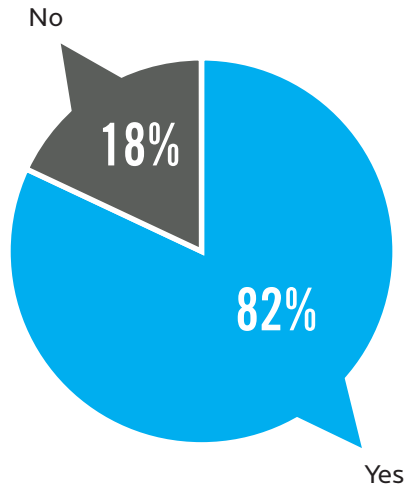


FIGURE 51

**IF YES, WHAT IS THE MAXIMUM STORMWATER FEE REDUCTION?**

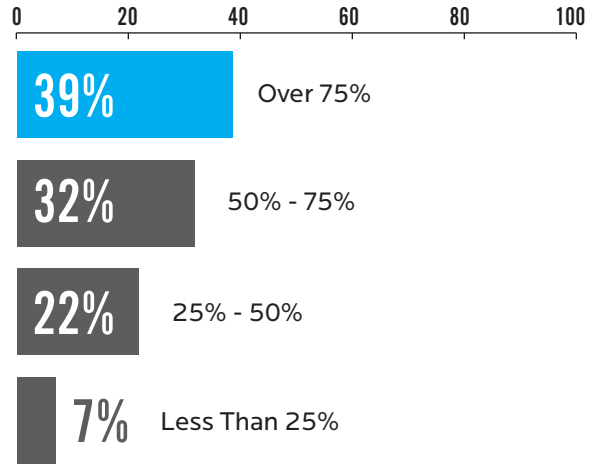


FIGURE 52

**DO YOU OFFER CREDITS FOR ANY OF THE FOLLOWING TO ENCOURAGE “GREEN” OR LOW IMPACT DEVELOPMENT (LID) STORMWATER MANAGEMENT PRACTICES? *(Select All That Apply)***

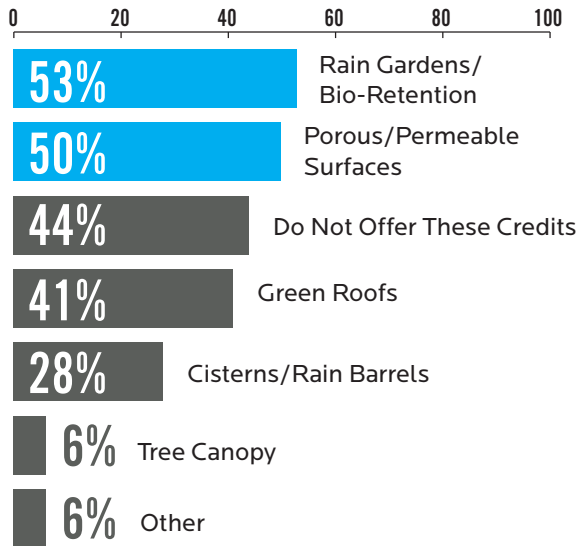


FIGURE 53

**DO YOU OFFER CREDITS FOR RUNOFF MANAGEMENT FROM PERVIOUS AREA?**

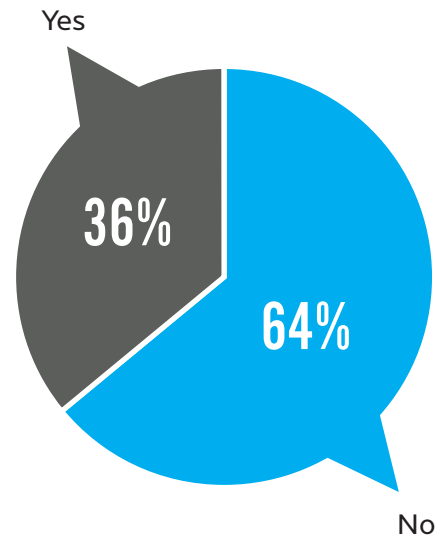


FIGURE 54

**DO YOU CURRENTLY OFFER ANY TYPE OF STORMWATER CREDITS 'TRADING / BANKING' PROGRAM?** *(Select One)*

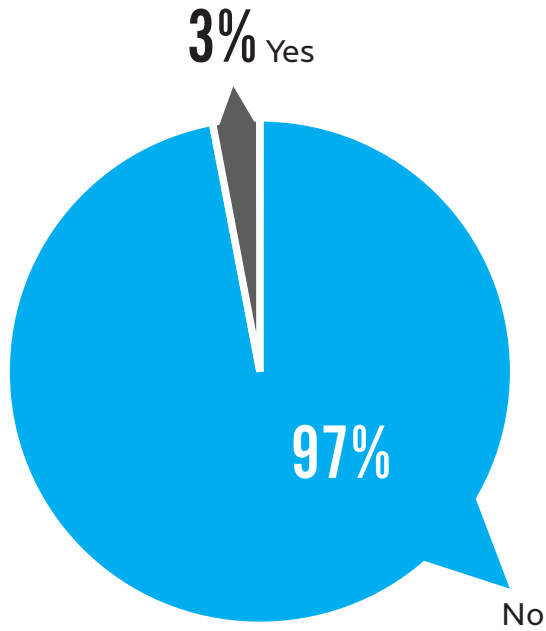
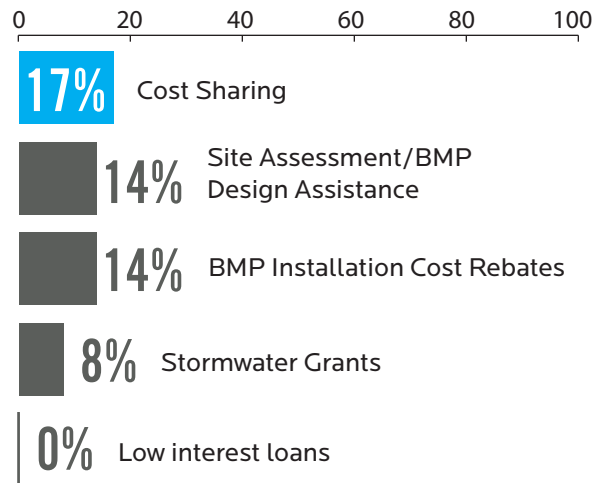


FIGURE 55

**DO YOU OFFER ANY OF THE FOLLOWING INCENTIVE PROGRAMS?** *(Select All That Apply)*



# 10

## Public Information/ Education

The water/sewer sector has finally realized that national dialogue and focused campaigns are necessary to educate the public and the decision/policy makers on the value of water. This realization has helped launch initiatives such as the “Value of Water Coalition.” Similarly, in the stormwater sector, public education and outreach cannot be an afterthought but rather an integral best practice in stormwater management.

While public education and outreach is one of the MS4 permit requirements that utilities have to comply with, it is intriguing that only 51% of the survey participants deem organized public education as “essential.” Even municipalities that have successfully established user fees, need to engage in continuous public education to build financial and operational resilience in stormwater management.

In terms of the effectiveness of public education forums, consistent with the previous survey, direct interface with customers through community events/presentations continues to rank the highest. However, this year, utility managers have also rated utility websites and workshops for elected officials/boards as highly important in ensuring effective public education.

FIGURE 56

**HOW IMPORTANT IS AN ORGANIZED ONGOING PUBLIC INFORMATION/EDUCATION EFFORT TO THE CONTINUING SUCCESS OF A USER FEE FUNDED STORMWATER UTILITY?** *(Select One)*

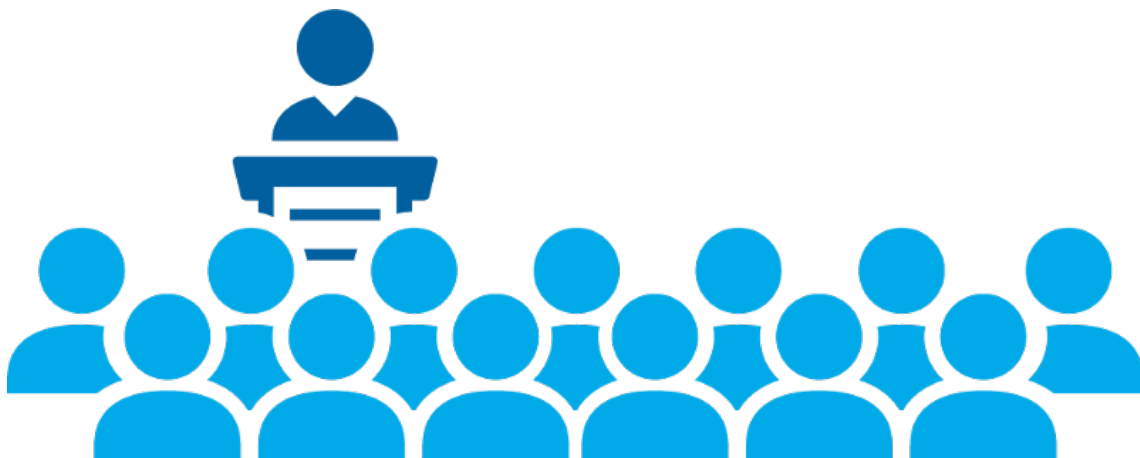
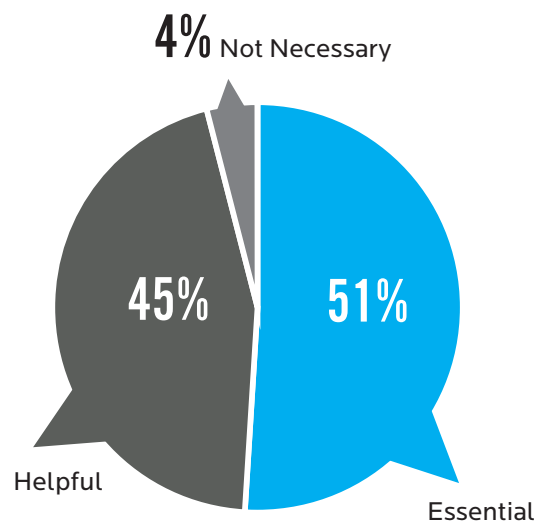
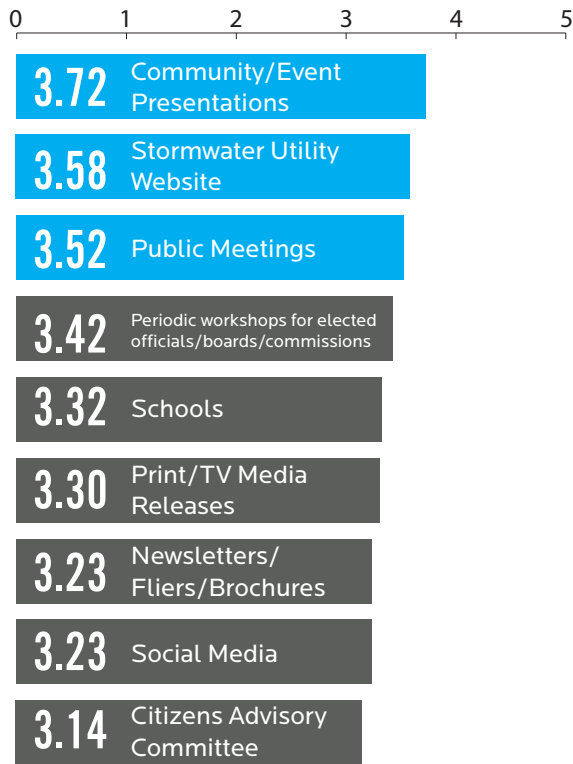


FIGURE 57

**PLEASE RANK THE EFFECTIVENESS OF THE SPECIFIC ACTIVITIES YOU HAVE UNDERTAKEN TO SECURE STAKEHOLDER APPROVAL AND SUPPORT FOR STORMWATER USER FEES. PLEASE RATE ONLY THE ACTIVITIES YOU HAVE UNDERTAKEN. (1 = Least Effective; 5 = Most Effective)**



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## Packet Information

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**File #:** 2017-0991, **Version:** 1

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Tonnage Report



# LEE'S SUMMIT MISSOURI

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February 13, 2017

To: Bob Hartnett, Deputy Director, Public Works

From: Chris Bussen, Solid Waste Superintendent

Copy: Dena Mezger, Director of Public Works

Re: Landfill Monthly Tonnage Report

The Solid Waste Division's last Landfill Monthly Tonnage Report was delivered to the Public Works Committee in January of 2017.

On March 1, 2016, Heartland Environmental Services, LLC, dba Summit Waste Systems, LLC, was contracted to operate the Lee's Summit Resource Recovery Park and Landfill. The information below is provided by Summit Waste Systems and represents the first 10 months of operation.

Month	Average Tons Per Day (TPD)
March	347 TPD
April	392 TPD
May	398 TPD
June	387 TPD
July	405 TPD
August	334 TPD
September	363 TPD
October	355 TPD
November	429 TPD
December	402 TPD
January	328 TPD

Summit Waste System's average for the first 11 months of operation is 376 tons per day. By comparison, the average TPD for the previous 12 months is 409.



4 Year Average for Daily Tonnage by Month

	4 yr. Average	FY16-17	FY15-16	FY14-15	FY 13-14
JULY	404	405	440	437	334
AUG	378	334	424	386	367
SEPT	384	363	434	377	361
OCT	372	355	392	392	349
NOV	398	429	419	381	363
DEC	380	402	385	397	334
JAN	351	328	356	386	332
FEB	335		360	348	298
MAR	374		347	418	356
APR	400		392	433	376
MAY	407		398	411	411
JUNE	423		387	436	447

Yr. Avg.	384	374	395	400	361
Target	350	350	350	350	350

# Monthly Daily Tonnage Average

