



## The City of Lee's Summit

### Final Agenda

#### Public Works Committee

Tuesday, August 27, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order
- D. Roll Call
1. Approval of Agenda
2. Approval of Action Letter
  - A. [2019-2978](#) Approval of the July 30, 2019 Action Letter.
3. Public Comments
4. **Business**
  - A. [TMP-1325](#) An Ordinance awarding Bid No. 1553161, for the Water Utilities SCADA Improvements Phase 2, to Integrated Controls, Inc., in the amount of \$653,182.00 and authorizing the City Manager to execute an agreement for the same.  
*Presenter:* Jeff Thorn, P.E. Assistant Director of Engineering Services, Lee's Summit Water Utilities
  - B. [TMP-1328](#) An Ordinance awarding a Sole Source Contract for Vapex Radical Odor Control Technology, to Haynes Equipment Co., Inc., in the amount of \$118,000.00 and authorizing the City Manager to execute an agreement for the same.  
*Presenter:* Jeff Thorn, P.E. Assistant Director of Engineering Services, Lee's Summit Water Utilities
  - C. [TMP-1332](#) An Ordinance approving the award of Bid No. 324-19/20 (crack seal) for the Crack Seal 19/20 Program to Vance Brothers, Inc. in the amount of \$199,650.00, and authorizes the City Manager to execute an agreement for the same.  
*Presenter:* Vince Schmoeger, Project Manager

- D. [TMP-1334](#) An Ordinance approving Change Order No. 1 to the contract with Beemer Construction Company, Inc. for the Winterset Woods & Sterling Hills Trunk Sewer Main project, an increase of 81 calendar days to reach Substantial and Final Completion for a revised Substantial Completion Date of September 28, 2019, and authorizing the City Manager to execute the same by and on behalf of the City.

**Presenter:** Michael Anderson, Construction Manager

- E. [TMP-1335](#) An Ordinance approving Change Order #1 to the contract with J.M. Fahey Construction Company for the Hook Road Shoulder project, an increase of \$300,495.00 for a revised contract price of \$1,699,729.50.

**Presenter:** Michael Anderson, Construction Manager

- F. [TMP-1342](#) An Ordinance authorizing the execution of Modification No. 1 to the agreement dated March 26, 2019 (RFQ No. 568-32372) for professional engineering services for the Browning Street Extension - Browning Street to Hamblen Rd with Bartlett & West, Inc., for an increase of \$18,686.00 with an amended not to exceed amount of \$231,721.00, and authorizing the City Manager to enter into an agreement for the same.

**Presenter:** Erin Ralovo, Staff Engineer

- G. [TMP-1336](#) An Ordinance authorizing the Mayor to execute the Reimbursable Agreement Sponsor Cost and Transfer Certification Form and turn the physical facilities back over to the Federal Aviation Administration.

**Presenter:** Bob Hartnett, Deputy Director of Public Works/Administration

## 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 Legislative Information Center website at "lsmo.legistar.com"

## Packet Information

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**File #:** 2019-2978, **Version:** 1

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Approval of the July 30, 2019 Action Letter.

Issue/Report:

Approval of the July 30, 2019 Action Letter.

Key Issues:

Proposed Committee Motion:

I move for approval of the Action Letter dated July 30, 2019.

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

Tuesday, July 30, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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

The July 30, 2019 Public Works Committee meeting was called to order by Councilmember Binney, at 5:34 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.

**Present:** 3 - Vice Chair Rob Binney  
Councilmember Fred DeMoro  
Councilmember Phyllis Edson

**Absent:** 1 - Chairperson Craig Faith

- D. Roll Call
  - 1. Approval of Agenda
  - 2. Approval of Action Letter

- A. [2019-2934](#) Approval of the June 25, 2019 Action Letter.

**A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, to approve the Public Works Committee Action Letter dated June 25, 2019. The motion carried by a unanimous 3-0 vote.**

- 3. Public Comments

Mark Hugunin and Nick Alan attended to represent a small subdivision in Jackson County served by Lees Summit Water. All nine homes have Lee's Summit water but do not have a fire hydrant in the neighborhood. Current improvements are being made to Harris Rd and Haines Rd water main upgrading to a 12" and wondered if they can install a hydrant as well. They have been in contact with Jeff Thorn from Lee's Summit Water Utilities and Fire Chief Bill Large of Lake Lotawana. They are asking for the Committee's



consideration in this matter. Councilmember Binney commented that they will reach out to the Water Department to get some direction.

#### 4. Business

- A. [BILL NO. 19-178](#) An Ordinance approving the award of bid no. 70234572-C for the Ralph Powell Streetlight Improvements to Capital Electric Line Builders Inc. in the amount of \$462,419.58, and authorizing the City manager to enter into an agreement for the same. (PWC 7/30/19)

**A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote.**

- B. [BILL NO. 19-177](#) An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ No. 543-32272), and authorizing the City Manager to enter into an agreement for the same. (PWC 7/30/19)

**A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote.**

- C. [BILL NO. 19-173](#) An Ordinance authorizing the execution of the first amendment to Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road. (PWC 7/30/19)

**A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote.**

- D. [BILL NO. 19-174](#) An Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City Manager to enter into an agreement for the same. (PWC 7/30/19)

**A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote.**

- E. [BILL NO. 19-175](#) An Ordinance approving Change Order #3 to the contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89. (PWC 7/30/19)

**A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, that this**

**Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote.**

- F. [BILL NO. 19-176](#) An Ordinance approving Change Order #2 to the contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14. (PWC 7/30/19)

**A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote.**

5. Items for Discussion

- A. [2019-2915](#) Discussion - Ward and Persels Intersection

Michael Park, City Traffic Engineer, presented on the intersection of Ward Rd and Persels. Staff and Council have received concerns about the intersection and the need for improvements. About ten years ago there was a CIP project to add turn lanes, and permanent traffic signal, but that did not address the root of the issue, the close off-set T intersection configuration. The project was tabled because they could not build it the way they needed to do so. The project barrier was the UPRR Rock Island Corridor. Rather than spending money to partially address the issue they decided to wait, reinvest, and reprioritize money in other capital improvements. Woodland Glen Subdivision recently brought this intersection again to Council's attention and asked Council for staff to review with the Committee. Mr. Park submitted an illustration of what the project could look like, what conditions have changed, public concerns, intersection issues, and funding needed to complete the project. He suggested presenting it to the Exise Tax Committee as a possible project using the Excise Tax as a source of funds.

Councilmember DeMoro asked how this work affects the Rock Island Trail and how to connect the east and west side. Mr. Park pointed out the new crossings would be on the lower volume side of Persels and then the south side of Ward Rd. Councilmember Binney stressed that roadway safety is the number one concern and asked about traffic counts. Mr. Park said they have seen the crash rate increase. In 2014-2018 there were 5-6 crashes annually on average and in 2018 there were 14. So far this year we're on pace for 10-12. Mr. Park said that if averaged 14-15 per year it will likely be among the top 10 City crash intersections. Councilmember Binney suggested that in terms of funding, excess from the 2007 bond issue is a possible source too.

Discussion ensued about the viability of the project before finding funds and programming it into the CIP. Jackson County will not likely partner financially to get this project done. Dena Mezger, Director of Public Works, advised talking with Jackson County, to ensure the rail corridor can be disrupted with a new at grade crossing. The Corridor is still a railway but now under Jackson County

Rail Authority instead of UPRR. We want to make very sure that we do not pursue the project, get it designed, and then find a similar technicality that prevents the improvements as was the case ten years ago. Ms. Mezger also added that there is a way to apply to have the rail part reduced and do a rails to recreation but there is no guarantee. It is a process and has to go through Surface Transportation Board. There is a way to do that but not sure what's involved.

## 6. Roundtable

Councilmember Binney asked about Ward Rd between Blue Parkway and Lincolnwood. With Lees Summit School District changing their bussing policy to half mile completion of this project is important. It will include sidewalks for pedestrian traffic. Michael Park, City Traffic Engineer, noted it is in the current five year CIP plan with construction scheduled around 2023; with design beginning 2020. Councilmember Binney brought up the two City monuments and the beautification plan to try and make them a little more pleasant. Going forward he suggested the need to take a look at not only the maintenance but the beautification of these sites, the 50 highway corridor, and areas throughout the City to help the public to see the beauty in our community.

In response, Dena Mezger, Director of Public Works, brought up the recent IGNITE strategic plan and the discussions that occurred about appearance and aesthetics. The summer has been rough on medians and our roads and there have been issues with getting contractors and staff to keep them maintained. There are ways to work with MoDOT to make beautification agreements. The City does not have enough resources currently to put towards aesthetics. Beautification is a challenge. They have talked internally about not being satisfied with how our areas look but have not yet come up with a solution to tackle it and where it falls in all of the priorities of work that needs to be done.

## 7. Adjournment

The July 30, 2019, Public Works Committee meeting was adjourned by Councilmember Binney at 6:33 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 Legislative Information Center website at "[lsmo.legistar.com](http://lsmo.legistar.com)"

## Packet Information

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**File #:** TMP-1325, **Version:** 1

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An Ordinance awarding Bid No. 1553161, for the Water Utilities SCADA Improvements Phase 2, to Integrated Controls, Inc., in the amount of \$653,182.00 and authorizing the City Manager to execute an agreement for the same.

Issue/Request:

Approval of a construction and implementation contract for the equipment, software, and programming for the SCADA control system for Lee's Summit Water Utilities.

Key Issues:

- Lee's Summit uses a Supervisory Control and Data Acquisition (SCADA) system to monitor and control the pump stations, water towers, valves and miscellaneous remote sites to operate the water and sewer system.
- The SCADA system is included in the Utility's Equipment Replacement Program (ERP) and has been undergoing upgrades as specified by the SCADA Masterplan and funded by the ERP.
- Currently the SCADA system is receiving a communications upgrade moving the system from leased copper lines to radio and fiber optic communication.
- This phase of the SCADA upgrade will be to replace the existing base equipment and software or Human Machine Interface (HMI) with a newer version as specified in the SCADA Masterplan.
- The attached contract will hire Integrates Controls Inc. to replace the servers and computers at our Operations SCADA Center, upgrade select controls in our remote facilities, and program the new SCADA controls software in order to finish the upgrade of our SCADA system as per the ERP and the SCADA Masterplan.
- The City advertised and bid this project and received 4 bids.
- Integrated Controls Inc. has been determined to be the lowest responsive and responsible bidder.

Proposed Committee Motion:

I move to recommend to the City Council approval of an Ordinance awarding Bid No. 1553161, for the Water Utilities SCADA Improvements Phase 2, to Integrated Controls, Inc., in the amount of \$653,182.00 and authorizing the City Manager to execute an agreement for the same.

Background:

The SCADA System has been undergoing upgrades as part of the Utility's Equipment Replacement Program (ERP) and as recommended in the SCADA Master Plan. The first component has been the upgrade of the SCADA communications system. The next phase of this upgrade will be the replacement of the computers and software which control the various remote Water Utilities sites.

The SCADA Master plan reviewed various vendors and Human Machine Interface (HMI) programs for the control of this

system and made recommendations based on a weighted matrix of components and needs set by the Utility. This project will replace the servers and computers at our Operations SCADA Center, upgrade select controls in our remote facilities, and program the new SCADA controls software in order to finish the upgrade of our SCADA system.

Jeff Thorn, P.E. Assistant Director of Engineering Services, Lee's Summit Water Utilities

Recommendation: Staff recommends approval of an Ordinance awarding Bid No. 1553161, for the Water Utilities SCADA Improvements Phase 2, to Integrated Controls, Inc., in the amount of \$653,182.00 and authorizing the City Manager to execute an agreement for the same

Committee Recommendation: [enter Committee Recommendation text Here]

**BILL NO. 19-**

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AN ORDINANCE AWARDING BID NO. 1553161, FOR THE WATER UTILITIES SCADA IMPROVEMENTS PHASE 2, TO INTEGRATED CONTROLS, INC., IN THE AMOUNT OF \$653,182.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, the Water Utilities Department operates and maintains the Supervisory Control and Data Acquisition (SCADA) system as part of the operation of the water and wastewater systems in Lee's Summit; and,

WHEREAS, the City of Lee's Summit hired HDR Engineering, Inc. to provide a master plan for the future of the SCADA system in Lee's Summit; and,

WHEREAS, The SCADA Master Plan recommends the replacement of the HMI and accompanying equipment with a new platform to modernize the SCADA system; and,

WHEREAS, the replacement of this software and equipment is budgeted for the Equipment Replacement Program; and,

WHEREAS, the Water Utilities Department and HDR prequalified a list of bidders to provide bid proposals for this work; and,

WHEREAS, Integrated Controls, Inc. provided the lowest responsible, responsive bid for this work.

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

SECTION 1. That Bid No. 1553161, for the Water Utilities SCADA Improvements Phase 2, to Integrated Controls, Inc., in the amount of \$653,182.00 is hereby approved, and the City Manager is hereby authorized to execute an agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

**BILL NO. 19-**

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APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Council of Infrastructure and Planning  
*Nancy K. Yendes*



July 31, 2019

Mr. Jeff Thorn, P.E.  
Assistant Director of Engineering Services  
City of Lee's Summit Public Works Department  
220 SE Green Street  
Lee's Summit, MO 64063

Re: City of Lee's Summit  
Water Utilities SCADA System Improvements - Phase 2  
City Project Number 1553161

Dear Mr. Thorn:

On July 30, 2019 bids were opened for the above referenced project. The bidders and bid amounts are as follows:

- |                               |                |
|-------------------------------|----------------|
| • R.E. Pedrotti Company, Inc. | \$1,021,537.00 |
| • Integrated Controls         | \$ 653,182.00  |
| • Microcomm                   | \$ 790,060.25  |
| • Durkin                      | \$ 663,268.25  |

The four bidders previously submitted pre-qualification packages and had already been verified as acceptable. The submitted bid documents for all bidders were verified and accepted at the time of the bid opening.

At this time, based on all available information, HDR hereby recommends award of the Water Utilities SCADA System Improvements Project – Phase 2 to Integrated Controls, Inc. for the amount of \$653,182.00.

If you have any questions or comments, please contact me at (816) 360-2708.

Sincerely,  
HDR Engineers, Inc.

Kathy Buechler, P.E.

Cc: Patrick Young, Keith Boyd, HDR



Water Utilities SCADA System Improvements Phase II (#6418101)

Owner: City of Lee's Summit

Solicitor: HDR Engineering Inc

07/30/2019 04:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Integrated Controls, Inc.		Durkin Equipment Company, Inc		Micro-Comm SI		R. E. Pedrotti Company	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Section A - Base Bid	Item A-1						\$85,505.25		\$85,505.25		\$85,505.25		\$85,505.25
	A-1	A-1	Wonderware Software	LS	1	\$85,505.25	\$85,505.25	\$85,505.25	\$85,505.25	\$85,505.25	\$85,505.25	\$85,505.25	\$85,505.25
Section A - Base Bid	Item A-2						\$567,676.75		\$577,763.00		\$704,555.00		\$936,031.75
	A-2	A-2	All Items Not Included in Item A-1	LS	1	\$567,676.75	\$567,676.75	\$577,763.00	\$577,763.00	\$704,555.00	\$704,555.00	\$936,031.75	\$936,031.75
Base Bid Total:							\$653,182.00		\$663,268.25		\$790,060.25		\$1,021,537.00

# Notice of Award

Date: 8/12/2019

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Project: Water Utilities SCADA System Improvements - Phase 2	
Owner: City of Lee's Summit	Owner's Project No.: 1553161
Contract: Water Utilities SCADA System Improvements - Phase 2	Engineer's Project No.: 10149119
Bidder: Integrated Controls, Inc.	
Bidder's Address: 15707 Mahaffie Street< Olathe Ks, 66062	

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You are notified that your Bid dated July 30, 2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Water Utilities SCADA System Improvements - Phase 2. The Contract Price of your Contract is Six hundred and fifty three thousand one hundred and eighty-two Dollars (\$653,182.00).

5 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] and Certificate of Insurance as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.04).
3. Deliver copies of Lee's Summit Business Licenses for yourself and all of your subcontractors to the Owner prior to the issuance of a Notice to Proceed. The City of Lee's Summit business license application is available on the City's web site at <http://cityofls.net> (click on Main, click on Business with the City, click on Business License). An application may also be obtained from the City's Finance Department at City Hall, located at 220 S.E. Green Street, Lee's Summit, MO, or by calling the City's Finance Department, Treasury Division at 816.969.1125.
4. Other conditions precedent:  
None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Lee's Summit  
\_\_\_\_\_  
Owner  
By: Mark Schaufler 8/12/19  
\_\_\_\_\_  
Mark Schaufler,  
Director of Water Utilities  
\_\_\_\_\_  
Title

Copy to Engineer

## Packet Information

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**File #:** TMP-1328, **Version:** 1

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An Ordinance awarding a Sole Source Contract for Vapex Radical Odor Control Technology, to Haynes Equipment Co., Inc., in the amount of \$118,000.00 and authorizing the City Manager to execute an agreement for the same.

Issue/Request:

Approval of an equipment and installation contract for Vapex Environmental Technologies Radical Odor Control Equipment for Lee's Summit Water Utilities.

Key Issues:

- Lee's Summit Water Utilities Wastewater Collection System consists of gravity sewers and pump stations, which move our City's wastewater to the downstream treatment facilities.
- As these flows move through the system they age and can become more odorous. This is especially true at pump station locations as they collect the wastewater and hold it until there is enough to pump efficiently.
- At the pump station locations throughout the system onsite odor control systems are used to prevent these sites from becoming a nuisance.
- These onsite systems are included in the Utility's Equipment Replacement Program (ERP) and the Odor Control at Scruggs Pump Station is due for replacement and funded by the ERP.
- The proposed technology is currently being used at one of our smaller pump stations with very good results and we would like to standardize our odor control to this type of equipment.
- The attached contract will hire Haynes Equipment Co., Inc. to provide and install this equipment as funded in the ERP.

Proposed Committee Motion:

I move to recommend to the City Council approval of an Ordinance awarding a Sole Source Contract for Vapex Radical Odor Control Technology, to Haynes Equipment Co., Inc., in the amount of \$118,000.00 and authorizing the City Manager to execute an agreement for the same.

Background:

Lee's Summit Water Utilities operates and maintain the wastewater collection system for the City of Lee's Summit. This system is comprised of gravity sewers and pressure sewers. The pressure sewers generally collect the areas of gravity sewer that cannot flow downhill to the Little Blue Valley Sewer District (LBVSD) interceptor sewers and pumps them to sewer that can continue the flow to LBVSD. At most pump stations odor control equipment exists to prevent the smell of these stations from becoming a nuisance. As the stations across the City were built different types of odor control were installed at each station. Through time, this has created difficulties in operation and maintenance of these systems. Because of this, the Utilities Operations and Maintenance Group decided that standardization of this type of equipment would be in the Utilities' best interest.

The standardization process began by looking at the different technologies within our system to review maintenance

issues and performance and then newer technologies outside of our current inventories were reviewed. In this review the Vapex Environmental Radical Odor Control Technology was reviewed and appeared to be a better solution than any of our current installations. We had a small but sensitive site at which we could try this solution and had one installed. The system has been virtually maintenance free to date and we have had no odor complaints at this station.

The Vapex system also provides control of fats oils and greases (FOG) in stations with those issues. We consider this a large plus for our bigger installations as FOG is an ongoing maintenance concern at those sites.

Because of the positive field test results and the additional benefits of this system Water Utilities would like to standardize our pump station odor control on the Vapex system and are requesting a sole source contract in order to do so.

Jeff Thorn, P.E. Assistant Director of Engineering Services, Lee's Summit Water Utilities

Recommendation: Staff recommends approval of an Ordinance awarding a Sole Source Contract for Vapex Radical Odor Control Technology, to Haynes Equipment Co., Inc., in the amount of \$118,000.00 and authorizing the City Manager to execute an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 19-**

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AN ORDINANCE AWARDING A SOLE SOURCE CONTRACT FOR VAPEX RADICAL ODOR CONTROL TECHNOLOGY, TO HAYNES EQUIPMENT CO., INC., IN THE AMOUNT OF \$118,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, the Water Utilities Department operates and maintains the wastewater collection system for the City of Lee's Summit; and,

WHEREAS, the wastewater collection system includes wastewater pump stations and odor control equipment; and,

WHEREAS, these pump stations and odor control devices are incorporated into the Equipment Replacement Program (ERP); and,

WHEREAS, the odor control equipment at Scruggs Road Pump Station is scheduled for replacement this year; and,

WHEREAS, the Utility has decided to standardize the odor control technology at all of its pump stations; and,

WHEREAS, the Vapex Environmental Technologies Radical Odor Control equipment was successfully installed and is working well at another pump station site; and,

WHEREAS, the Sole Source Quote from Haynes Equipment, which is the Vapex Distributer, is in line with our project budget.

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

SECTION 1. That Sole Source Contract for Vapex Radical Odor Control Technology, to Haynes Equipment Co., Inc., in the amount of \$118,000.00 is hereby approved, and the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

**BILL NO. 19-**

---

APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Council of Infrastructure and Planning  
*Nancy K. Yendes*

**SOLE SOURCE PURCHASE JUSTIFICATION FORM**

**SUBMIT THIS FORM TO THE PROCUREMENT AND CONTRACT SERVICES DIVISION FOR APPROVAL PRIOR TO PLACING AN ORDER. DOCUMENTATION FROM THE SUPPLIER/CONTRACTOR/MANUFACTURER IDENTIFYING SPECIFICS AS TO WHY THEY SHOULD BE CONSIDERED A "SOLE SOURCE" IS REQUIRED TO BE SUBMITTED WITH THIS FORM.**

Date: 7/30/2019      Department: Water Utilities      Requested By: Michael Riley

Vendor Contacted & Address: Haynes Equipment  
15725 Pflumm Rd  
Olathe, KS 66062  
 Phone Number: 913-782-4962

Give a brief description of the item or service requested, why you feel it is unique and why no other source will meet the need (attach separate sheet/memo if needed): Vapex odor control is a technology that uses hydroxyl radicals to oxidize and disinfect contaminants, bacteria and viruses in the open space of the wastewater wet well. There are no competing products that provide hydroxyl radicals to eliminate odors emanating from wastewater. The Utility installed a smaller unit last year at a wastewater pump station and the results have been impressive. Therefore, the Utility would like to move forward with replacing existing odor control units with this technology as they fail or become eligible for replacement.

Estimated Annual Cost: \$118,000      Was the request budgeted?  Yes       No

Term of this sole source is: 7/30/2019 through 7/29/2022

Sole source term is valid for one year unless a contract with multiple renewals is established based on the sole source request. Any exceptions must be approved as designated below. Will a yearly contract be established based on this sole source?  Yes       No

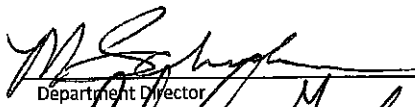
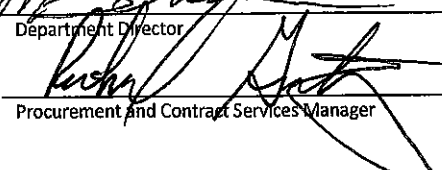
Other Contacts	Their Responses:
Name: _____	_____
Address: _____	_____
Phone #: _____	_____
Name: _____	_____
Address: _____	_____
Phone #: _____	_____

Was the manufacturer contacted for other distributors?  Yes       No

Please explain:

Haynes Equipment is the sole source distributor for this product in the state of Missouri.

I concur with the above explanations and approve this request:

	<u>7/31/19</u>	_____	_____
Department Director	Date	City Manager	Date
	<u>8/5/19</u>	_____	_____
Procurement and Contract Services Manager	Date	Park Administrator	Date
_____	_____	_____	_____
City Clerk as approved by Council	Date		

**APPROVALS REQUIRED:**

<b>APPROVALS REQUIRED FOR ALL CITY DEPARTMENTS (EXCLUDING PARKS &amp; RECREATION):</b>	
\$ .01 - \$ 9,999.99	Department Director, Procurement and Contract Services Manager Approval
\$ 10,000 - \$ 49,999.99	Department Director, Procurement and Contract Services Manager Approval, City Manager Approval
\$ 50,000 & Above	Department Director, Procurement and Contract Services Manager Approval, City Manager & City Council Approval
<b>APPROVALS REQUIRED FOR PARKS &amp; RECREATION ONLY:</b>	
\$ .01 - \$ 9,999.99	Parks Administrator, Procurement and Contract Services Manager Approval
\$ 10,000 - \$ 49,999.99	Parks Administrator, Procurement and Contract Services Manager Approval
\$ 50,000 & Above	Parks Administrator, Procurement and Contract Services Manager Approval & Park Board Approval



August 15, 2018

To whom it may concern,

This letter is to confirm that Vapex Environmental Technologies is the sole source for Vapex Radical Odor Control products including Vapex patented nozzle attachments. These products are protected under US Patent numbers 5,337,962 and 6,076,748. Additionally, Haynes Equipment Co., Inc is the exclusive sales representative for Vapex Radical Odor Control products in Kansas and Missouri.

Furthermore, Vapex radical odor control technology has been independently studied by the University of Central Florida to confirm that it generates hydroxyl radicals, the second most powerful oxidant, and the oxidant most desired to quickly, efficiently and effectively oxidize and disinfect contaminants, bacteria and viruses in water disinfection. This study was peer reviewed and published in the *Ozone: Science & Engineering Journal* and presented at the Water Environment Federation (WEF) Odor and Air Pollutants Conference 2012.

---

~~Vapex is unaware of competing products that utilize a three-fluid nozzle to create hydroxyl radicals to eliminate odorous compounds, reduce surface collection of fats, oils, and grease and reduce the rate of corrosion of the infrastructure. Additionally, Vapex is unaware of any competing technology that has an independent study to confirm the generation of hydroxyl radicals. Finally, Vapex technology is the only technology that has over 300 installations across the U.S. to specifically treat odors emanating from wastewater.~~

To maintain warranty eligibility, only Vapex or a Vapex authorized service representative shall perform repairs and major service on Vapex products. Please contact me if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Jeyaseelan", with a long, sweeping underline.

Robert Jeyaseelan  
President

---

2971-A Oxbow Circle, Cocoa, FL 32926

Tel 407 977 7250

Email [sales@vapex.com](mailto:sales@vapex.com)

Website [www.vapex.com](http://www.vapex.com)



15725 Pflumm Road  
 Olathe, Kansas 66062  
 Phone: 913-782-4962  
 Fax: 913-782-5894  
 Web: [www.haynesequip.com](http://www.haynesequip.com)  
 Email: [jbellerive@haynesequip.com](mailto:jbellerive@haynesequip.com)



PROPOSAL TO: City of Lee's Summit, MO  
 Water Utilities  
 220 SE Green St.  
 Lee's Summit, MO 64063

DATE: July 1, 2019

ATTENTION: **Michael Riley**

SUBJECT: Scruggs WW  
 Lift Station Odor Control

ITEM	QUAN.	DESCRIPTION	PRICE EA.	TOTAL
1	1	<p>Vapex Odor Control Unit Model MICRO with the following:</p> <p>(4) HV Nozzle Flexible Type Install            300 ft. Oxidant Tubing            300 ft. Water Tubing            300 ft. HV Air Tubing            300 ft. 2.5" diameter Zipper Cable Sheath for existing submersible pump cables</p> <p>(3) Annual maintenance kits with field labor at the 12 month, 24 month &amp; 36 month after installation</p> <p>(2) O &amp; M Manuals</p> <p>(1) Intake and outlet kit</p> <ul style="list-style-type: none"> <li>1-day startup Service in 1 Trip</li> </ul> <p>Warranty is 12 months after start-up or 18 months after delivery-whichever occurs first.</p> <p>NOTES:</p> <p>1) This is an equipment quote only and installation materials and labor from the Vapex unit to nozzle assembly is not included.</p> <p>2) A 120 volt power source is required and the wiring and conduit is not included</p> <p>3) A small water source is required and labor and materials including freeze protection to the unit is not included</p> <p style="text-align: right;"><b>Total:</b></p>		<b><u>\$118,000.00</u></b>

**"IF WE SUPPLY IT, WE MAKE IT WORK!"**

TERMS: Net Cash 30 Days from Date of Shipment. No Sales and/or Use Taxes are included in this proposal	FOB Factory
SEE TERMS & CONDITIONS ATTACHED TO PROPOSAL	
TIME OF SHIPMENT Submittal (3-4 wks) Shipment +/-8 wks A.S.A.	
ACCEPTED BY: _____ DATE: _____	
SIGN _____	
	James Bellerive, President

THIS PROPOSAL SUBJECT TO ACCEPTANCE BY PURCHASER WITHIN THIRTY DAYS FROM DATE HEREOF  
 WE ARE AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER.

**HAYNES EQUIPMENT COMPANY, INC.**  
**HECI**

TERMS AND CONDITIONS

1. **Acceptance:** this proposal is submitted to Purchaser subject to the terms and conditions hereinafter set forth. There are no other agreements or representations, verbal or otherwise, outside of this proposal. Upon acceptance hereof by Purchaser by signing acceptance copy of this proposal and returning same to Seller, and upon execution of this proposal by an authorized representative of Seller, this proposal shall become a binding contract. In the event that Purchaser submits their own Purchase Order in lieu of accepting this proposal, no contract shall be formed until Seller shall submit to Purchaser, Sellers acknowledgement, in which event a contract shall thereupon become effective, subject to the terms and conditions of said acknowledgment. Seller rejects all additional or different terms in any of the Purchasers forms or documents.
2. **Payment:** Customer shall pay HECI the full cost as set forth in HECI's documentation. Unless HECI's documentation provides otherwise, all taxes, duties or other governmental charges relating to the goods and services provided shall be paid by Customer. If HECI is required to pay any such charges, Customer shall immediately reimburse HECI. All payments are due within 30 days after receipt of invoice. Customer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of HECI's reasonable costs (including attorney's fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery:** Unless otherwise specified, delivery shall be FOB Factory. Any delivery date set forth in this proposal is approximate. Seller recognizes the desirability of making delivery promptly. However, Seller shall not be responsible for any loss or damage resulting from any delay in delivering or failure to deliver the equipment (as used herein "equipment refers to all equipment, materials, accessories and/or parts which Seller proposes to sell hereunder) where such delay or failure is caused by fire, flood, natural causes, labor trouble (including strikes, slowdowns and lockouts), war, Government regulations, riots, civil disorders, interruption of or delay in transportation, power failure, inability to obtain materials and supplies, accidents, acts of God, or any other cause beyond Sellers control.
4. **Taxes:** Prices specified herein do not include any Federal, State, or Municipal sales, excise or other taxes. Therefore, in addition to the prices specified herein, the amount of any such sales, use, excise or other taxes applicable to the sale of the equipment shall be paid by the Purchaser or in lieu thereof Purchaser shall furnish Seller with tax exemption certificate acceptable to said taxing authorities.
5. **Implied Warranties of Merchantability:** In return for purchase and full payment for Seller's products, Seller warrants each new product supplied by Seller to be free from defects in material and workmanship under normal conditions and use for a period of one year (unless otherwise specified). SELLERS OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at a location dictated by Seller) any part or parts returned with transportation charges prepaid, and which Seller's examination shall show to have been defective. Prior to return of any product or its parts, purchaser shall notify Seller of the claimed defect, and Seller shall have the privilege of examining the product at Buyer's place of business; in the event this examination discloses no defect, Buyer shall have no authority to return the product or parts (to Sellers location) for further examination or repair. All products and parts shall be to buyer FOB (from location dictated by Seller). This warranty shall not apply to any product or part which has been repaired or altered outside of Sellers control, or applied, operated or installed contrary to Seller's instruction, or subjected to misuse, negligence or accident. Seller's Warranty on accessories and component parts not supplied by Seller is expressly limited to that of the manufacturer thereof.  
THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON SELLER'S PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED. SELLER EXPRESSLY DENIES THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCT OR PARTS BY THE SELLER.  
UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIMS FOR NEGLIGENCE, SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF INSTALLING OR CONNECTING OR REMOVING OR DISCONNECTING, ANY LOSS OR DAMAGES RESULTING FROM A DEFECT IN THE PRODUCT OR PARTS. SELLER WILL NOT ACCEPT ANY CHARGES FOR MODIFICATIONS, SERVICING, REPAIR, ADJUSTMENTS, OR ANY OTHER ITEM WITHOUT AUTHORITY IN THE FORM OF A WRITTEN ORDER ISSUED FROM HECI'S OFFICE, IN ADVANCE OF DOING THE WORK.
6. **Compliance With Law:** Purchaser shall be solely responsible for securing any necessary permit under and for compliance with all safety, health and sanitation laws, ordinances and regulations in connection with the installation and operation of the equipment. Purchaser agrees to provide Seller, upon request, evidence of the securing of any such permits and of compliance with such laws, ordinances and regulations.

7. **Indemnity:** The parties shall indemnify, defend and hold harmless one another from any claim, cause of action or liability incurred by the other as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by the indemnifying party's negligence. The indemnifying party shall have sole authority to direct the defense and settle any indemnified claim, unless the indemnified party elects to decline the right of indemnification, which it may do at any time. The obligation to indemnify is conditioned on the indemnified party: (a) promptly notifying the other party (in the case of the Customer being the indemnifying party), within the warranty period set forth in Section 5: and (b) providing reasonable cooperation in the defense of the claim. It is further understood that seller has relied upon data furnished by and on behalf of Purchaser with respect to the safety aspects of the equipment and that it is the purchasers responsibility to assure that the equipment will, when installed and put to use, be in compliance with safety requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons and property. Purchaser hereby agrees to defend, indemnify and hold harmless Seller, it's agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any injury or damage to the person or property caused by inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts as provided in Paragraph 5 hereof.
8. **Scope of Services:** HECI shall provide the services specifically described in Seller's Documentation during normal business hours, otherwise specified in HECI's Documentation. Services requested or required by the Customer outside of these hours will be charged at HECI's then current schedule of rates including overtime charges, if applicable, and will be in addition to the charges outlined in HECI's Documentation. Where the Customer requests additional services which are outside of the scope of work itemized in HECI's Documentation, HECI shall provide those services at its standard time and material rates and pursuant to it's standard terms and conditions then in effect, unless HECI agrees otherwise in writing.
9. **Patent Infringement:** Seller, at its own expense, shall defend any suit brought against Purchaser on the ground that use of the equipment for the purpose for which it was sold hereunder, infringes any United States Letters of Patent existing on the date of submission hereof, and shall pay the amount of any judgment that may be awarded against Purchaser in any such suit, provided and upon the condition that Purchaser shall have made all payments due for the equipment and shall (a) promptly deliver to Seller all infringement notices and other papers received by or served upon Purchaser, (b) permit Seller to take complete charge of the defense of such suit (and to settle the same if this be deemed advisable by Seller); and (c) assist in every reasonable way in the conduct of such defense. In the event that Purchaser shall be enjoined by any court of competent jurisdiction from using the equipment for the purpose for which sold hereunder on the grounds that such use infringes any United States Letters of Patent existing on the date of submission hereof, or if it is at any time established to Sellers satisfaction, upon due investigation, that the equipment infringes such United States Patent, Seller, at its option may either: (1) procure for Purchaser a license to continue using the equipment; (2) modify the equipment so as to make it non-infringing without seriously impairing its performance; (3) replace the equipment with equipment that is substantially equal but non-infringing; or (4) remove the equipment from point of installation, in which event Seller shall refund to Purchaser or owner the purchase price less depreciation at the rate of 15% per year. The forgoing sets forth Sellers entire liability to Purchaser for patent infringement based on the possession and the use of the equipment by Purchaser, it being understood and agreed that the aforesaid obligations of Seller do not extend to, and are not applicable in the case of, any patent infringement claims directed to a method or process.
10. **Prices:** This proposal is valid for a period of 30 days from the date hereof. If this proposal should become a binding contract as herein above provided, the prices set forth herein are firm for 12 months from the date this proposal becomes a binding contract, providing drawings are returned approved within 30 days after issuance, and providing Seller is released to ship the equipment as soon as possible.
11. **Limitation of Liability:** Notwithstanding anything else to the contrary, Seller shall not be liable for any consequential, incidental, special, punitive or other indirect damages and Seller's total liability under the warranty and under the agreement to purchase the equipment, arising at any time from the sale or use of the equipment shall not exceed the purchase price paid for the equipment. These limitations apply whether the liability is based on contract, tort, strict liability or any other theory.
12. **Force Majeure:** Under no circumstances shall either HECI or Customer have any liability for any breach (except for payment obligation) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, change in law or other act of government or any other cause beyond such party's reasonable control.
13. **Changes:** HECI shall not implement any changes in the scope of services described in HECI's Documentation unless Customer and HECI agree in writing to the details of the change and any resulting price, schedule or other modifications. This includes any changes necessitated by a change in law.
14. **Cancellation:** Either party may terminate the services specified in HECI's Documentation by providing prompt written notice to the other party. If Customer cancels or suspends its service order for any reason other than HECI's breach, Customer shall pay HECI for work performed prior to cancellation or suspension and any other direct costs incurred by HECI as a result of such cancellation or suspension including HECI's anticipated profit.
15. **Ownership of materials:** All devices, equipment (other than the goods), designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by HECI in connection with services provided, and all related intellectual property rights (including without limitation those associated with the Goods), shall remain HECI's property. HECI grants Customer a non-exclusive, non-transferable license to facilitate Customer's use of the Goods supplied and the equipment serviced. Customer shall not disclose any such material to third parties without HECI's written consent.

16. **Title:** Title to equipment specified herein and to any and all additions and accessories thereto and substitutions therefore, shall remain with Seller until the purchase price thereof is paid in full by customer.
17. **Risk of Loss:** The risk of loss or damage to the equipment is on Purchaser, from and after delivery to Purchaser or to carrier for shipment to Purchaser.
18. **Disclaimer of Consequential Damages, Liquidation, or Penalties:** Seller shall not be liable for consequential damages. Consequential damages for the purpose of this agreement shall include, but not be limited to, loss of use, income or profit, or loss or damage to property including, but without limitation, products manufactured, processed or transported by the use of the equipment, occasioned by or arising out of the operation, use, installation, repair or replacement of the equipment or otherwise. Seller shall not be liable for any penalty or liquidated damages based upon or relating to failure or inability to ship within a specified time. Notwithstanding anything else to the contrary, as mentioned in Paragraph 11 hereof, seller's total liability under the warranty and under the agreement to purchase the equipment, arising at any time from the sale and use of the equipment shall not exceed the purchase price paid for the equipment.
19. **Miscellaneous:** If these terms are issued in connection with a government contract they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgment issued or signed by HECI comprise the complete and exclusive statement of the agreement between the parties (the "agreement") and supersede any terms contained in Customer's documents, unless separately signed by HECI. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify this Agreement. If any of these terms are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Customer may not assign or permit any other transfer of the Agreement without HECI's prior written consent. The agreement shall be governed by the laws of the State of Kansas without regard to its conflict of Laws provisions.

**Contract:**

This proposal and the Purchaser's acceptance shall not become a contract until approved by an authorized official of Haynes Equipment Co., Inc., and when so approved, shall constitute the entire agreement between the parties hereto, and no change or variation of the terms and conditions herein will be accepted by or be binding on Haynes Equipment Co., Inc.

The undersigned Buyer acknowledges all terms of this proposal and agreement and acknowledges receipt of a complete and correct copy of same.

**For Buyer**

**For Seller**

Buyer Certifies that the Bonding Company covering payment of this obligation is:

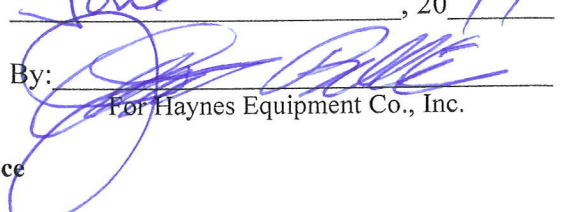
Name \_\_\_\_\_

Submitted this 6<sup>th</sup> day of

Street \_\_\_\_\_

June, 2019

City, State & Zip Code \_\_\_\_\_

By:  For Haynes Equipment Co., Inc.

**Order Acceptance**

Accepted This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved at Olathe, Kansas \_\_\_\_\_ day of

(Buyer) \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
For Haynes Equipment Co., Inc. (Title)

**Note:** If Buyer is a corporation, its duly authorized officer should sign giving his/her official title; if a partnership, its firm name should be signed by a partner who is authorized to sign and such partner should also sign his/her individual name.





August 5, 2019

To whom it may concern,

This letter is to confirm that Vapex Environmental Technologies is the sole source for Vapex Radical Odor Control products including Vapex patented nozzle attachments. These products are protected under US Patent numbers 5,337,962 and 6,076,748. Furthermore, Haynes Equipment Co., Inc. is the exclusive sales representative for Vapex Radical Odor Control products in Kansas, Missouri and Arkansas.

Vapex radical odor control technology has been independently studied by the University of Central Florida to confirm that it generates hydroxyl radicals, the second most powerful oxidant, and the oxidant most desired to quickly, efficiently and effectively oxidize and disinfect contaminants, bacteria and viruses in water disinfection. This study was peer reviewed and published in the *Ozone: Science & Engineering Journal* and presented at the Water Environment Federation (WEF) Odor and Air Pollutants Conference 2012.

Vapex is unaware of competing products that utilize a three-fluid nozzle to create hydroxyl radicals to eliminate odorous compounds, reduce surface collection of fats, oils, and grease and reduce the rate of corrosion of the infrastructure. Additionally, Vapex is unaware of any competing technology that has an independent study to confirm the generation of hydroxyl radicals. Finally, Vapex technology is the only technology that has over 300 installations across the U.S. specifically treating odors emanating from wastewater.

To maintain warranty eligibility, only Vapex or a Vapex authorized service representative shall perform repairs and major service on Vapex products. Please contact me if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Jeyaseelan', with a long, sweeping horizontal line extending to the right.

Robert Jeyaseelan  
President  
Vapex Environmental Technologies



## Packet Information

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**File #:** TMP-1332, **Version:** 1

---

An Ordinance approving the award of Bid No. 324-19/20 (crack seal) for the Crack Seal 19/20 Program to Vance Brothers, Inc. in the amount of \$199,650.00, and authorizes the City Manager to execute an agreement for the same.

### Key Issues:

- Pavement crack sealing is a vital part of the City's Pavement Maintenance Program.
- Timely application of the correct type of maintenance has been shown to extend the life of a pavements.
- Crack sealing minimizes the probability of potholes by sealing cracks greater than 1/8", protecting the pavement sub-grade from excessive moisture.
- The 19/20 Crack Seal project will seal cracks along 59 lane mile of road.

### Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving the award of Bid No. 324-19/20 (crack seal) for the Crack Seal 19/20 Program to Vance Brothers, Inc. in the amount of \$199,650.00, and authorizes the City Manager to execute an agreement for the same.

### Background:

The Crack Seal Program is a pavement preservation process performed annually to protect the integrity of street pavements, thus extending the life expectancy of the pavement surfaces. This practice is similar to caulking seams on a house to prevent water infiltration. Crack sealing keeps water from further damaging the roadways and helps limit future pot holes and pavement failures. To achieve the greatest benefit, crack seal must be placed on sound pavement.

As of 2018, the City maintained 1,064 lane miles of pavement. This summer's overlay program re-surfaced 24 lane miles, the surface seal Contract will seal-coat about 49 lane miles, and this contract will crack seal about 59 lane miles. This year, 132 lane miles, or about 12%, of the City's streets will be treated as part of the pavement maintenance programs.

### Timeline:

Start: October 2019

Finish: November 2019

### Other Information/Unique Characteristics:

The Public Works Department issued Bid No. 324-19/20 (crack seal) Crack Seal 19/20 program on July 2, 2019. This project's Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. A prebid conference was held August 6, 2019. Two (2) companies and one (1) product vendor attended the Pre-Bid Conference. Three (3) bids were received by the August 16, 2019 bid opening date. The bids were evaluated, and City staff determined the bid submitted by Vance Brothers, Inc. to be the lowest and most responsible bidder.

Vince Schmoeger, Project Manager

Recommendation: Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text Here]



**BILL NO. 19-**

---

AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-19/20 (CRACK SEAL) FOR THE CRACK SEAL 19/20 PROGRAM TO VANCE BROTHERS, INC. IN THE AMOUNT OF \$199,650.00, AND AUTHORIZES THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME

WHEREAS, crack seal includes, but is not limited to, installing approximately 121,000 pounds of crack sealant to streets, providing proper traffic control and associated incidental work as needed; and,

WHEREAS, timely application of the correct type of maintenance has been shown to extend the life of a pavement system; and,

WHEREAS, crack sealing minimizes the probability of potholes by sealing cracks greater than 1/8", protecting the pavement sub-grade from excessive moisture; and,

WHEREAS, the City received THREE (3) bids for this project; and,

WHEREAS, Vance Brothers, Inc. was found to be the lowest and best 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, Missouri, hereby authorizes the award of bid no. 324-19/20 (crack seal) for the Crack Seal Program 19/20 to Vance brothers, Inc. in the amount of \$199,650.00.

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 Vance Brothers, Inc. for services contained in Bid No. 324-19/20 (crack seal), generally for the Crack Seal 19/20 Program, in an amount of \$199,650.00, said agreement being 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

**BILL NO. 19-**

---

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Council Infrastructure and Planning  
*Nancy K. Yendes*

Crack Seal 19/20 (#6438996)  
 Owner: Lee's Summit MO, City of  
 Solicitor: Lee's Summit MO, City of  
 08/16/2019 02:00 PM CDT

UNOFFICIAL

					Engineer Estimate		Vance Brothers Inc		Pavement Management LLC		Scodeller Construction	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2.01	Crack Seal (provide & Install)	LB	121,000	\$1.89	\$228,690.00	\$1.65	\$199,650.00	\$1.68	\$203,280.00	\$1.90	\$229,900.00
						\$228,690.00	\$199,650.00	\$203,280.00			\$229,900.00	

Opened By: Tyler Sonne

**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

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

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EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

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

THIS AGREEMENT is by and between \_\_\_\_\_ City of Lee’s Summit, Missouri \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ Vance Brothers, Inc \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

Provide and install crack seal to streets or segments of streets as specified by the Owner, including all materials, labor, traffic control, equipment, supervision, and any and all other items necessary to complete the work. The site is located in Lee's Summit, Missouri, as shown on the Drawings.

**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. 324-19/20 (crack seal)  
Crack Seal 19/20

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by the City of Lee’s Summit Public Works 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.
- B. The Work will be substantially completed within 60 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 90 days after the date when the Contract Times commence to run. Refer to Paragraph 1.02 of the General Conditions for the definition of a Day.

4.02 *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 4.01 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 4.01 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 \$475 for each day that expires after the time specified in Paragraph 4.01 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 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:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Total Bid Price
2.01	Crack Seal (provide and install)	LB	121,000	\$ 1.65	\$ 199,650.00
<b>Total of all Bid Prices (Unit Price Work)</b>					<b>\$ 199,650.00</b>

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.

## 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 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 monthly Payment Applications for Payment monthly 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
- 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.



## 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 and Details consisting of 20 sheets as listed in the table of contents of the Project Manual.
  8. Addenda (numbers N/A to \_\_\_\_\_, inclusive).
  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 1 to 1, 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.

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*

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

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

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

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

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

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

Title: City Clerk

Approved  
as to Form: \_\_\_\_\_  
Nancy K. Yendes  
\_\_\_\_\_

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

Title: Chief Council Of Infrastructure & Planning  
\_\_\_\_\_

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

Address for giving notices:  
220 SE Green Street  
Lee's Summit, MO 64063  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.)

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

City of Lee's Summit

Crack Seal 19/20  
 Bid No. 324-19/20

Area Number	STREET NAME	FROM STREET	TO STREET	WIDTH	LENGTH	SQ YDS	TOTAL SQ YDS
1	NE HIDDEN VALLEY DR	NE HIDDEN VALLEY LN	NE HIDDEN VALLEY WAY	24	890	2,373	
1	NE HIDDEN VALLEY DR	NE ANDERSON DR	NE HIDDEN VALLEY LN	54	205	1,230	
1	NE HIDDEN VALLEY WAY	NE PARKS EDGE PL	NE LAKES EDGE DR	24	842	2,245	
1	NE PARKS EDGE PL	END OF STREET	NE HIDDEN VALLEY WAY	24	490	1,307	
1	NE PARKS EDGE DR	NE PARKS EDGE PL	NE LAKES EDGE DR	24	840	2,240	
1	NE LAKES EDGE DR	NE PARKS EDGE DR	NE HIDDEN VALLEY LN	24	1110	2,960	
1	NE LAKES EDGE CIR	NE LAKES EDGE DR	END OF STREET	24	300	800	
1	NE HIDDEN VALLEY LN	NE HIDDEN VALLEY DR	NE PARKS VIEW CT	24	893	2,381	
1	NE PARKS VIEW PL	NE HIDDEN VALLEY LN	END OF STREET	24	478	1,275	
1	NE PARKS VIEW CT	NE PARKS VIEW PL	END OF STREET	24	284	757	
1	NE HIDDEN VALLEY CIR	NE HIDDEN VALLEY LN	END OF STREET	24	345	920	
1	NE HIDDEN VALLEY RD	NE HIDDEN MEADOW LN	NE HIDDEN VALLEY LN	24	314	837	
1	NE HIDDEN MEADOW DR	NE HIDDEN VALLEY LN	NE HIDDEN MEADOW CIR	24	651	1,736	
1	NE HIDDEN MEADOW CIR	END OF STREET	NE HIDDEN MEADOW LN	24	196	523	
1	NE HIDDEN MEADOW LN	NE HIDDEN MEADOW CIR	NE HIDDEN MEADOW DR	24	958	2,555	
1	NE HIDDEN MEADOW CT	NE HIDDEN MEADOW LN	END OF STREET	24	152	405	
1	NE HIDDEN MEADOW PL	NE HIDDEN VALLEY RD	END OF STREET	24	229	611	
1	NE HIDDEN MEADOW RD	NE ANDERSON DR	NE HIDDEN MEADOW DR	40	176	782	
1	NE TURQUOISE DR	NE ANDERSON DR	NE AGATE DR	24	1185	3,160	
1	NE TURQUOISE CIR	NE AGATE DR	END OF STREET	24	218	581	
1	NE GARNET LN	NE TURQUOISE DR	END OF STREET	24	568	1,515	
1	NE JASPER CIR	NE TURQUOISE DR	END OF STREET	24	436	1,163	
1	NE AGATE DR	NE TURQUOISE CIR	NE MOONSTONE CT	24	838	2,235	
1	NE AGATE CIR	END OF STREET	NE AGATE DR	24	309	824	
1	NE MOONSTONE CT	NE AGATE DR	END OF STREET	24	516	1,376	
1	NE MOONSTONE DR	NE ANDERSON DR	NE AGATE DR	24	1560	4,160	
1	NE QUARTZ DR	NE VELIE RD	END OF STREET	24	836	2,229	
1	NE QUARTZ CIR	NE QUARTZ DR	END OF STREET	24	112	299	
1	NE PROMISED VIEW DR	NE VELIE RD	NE PROMISED VIEW DR	32	174	619	
1	NE PROMISED VIEW DR	NE PROMISED VIEW DR	END OF STREET	24	306	816	
1	NE PROMISED VIEW DR	NE PROMISED VIEW DR	END OF STREET	24	295	787	
							45,700
2	NE ST ANDREWS CIR	NE ASH GROVE DR	NE FAIRWAY HOMES DR	24	1210	3,227	
2	NE ST ANDREWS CIR	NE MAYBROOK RD	NE ASH GROVE DR	18	975	1,950	
							5,177
3	SE INDEPENDENCE AVE	SE 3RD ST	SE 2ND ST	24	1001	2,669	
3	NE INDEPENDENCE AVE	SE 2ND ST	NE CHIPMAN RD	32	2475	8,800	
3	NE INDEPENDENCE CT	NE INDEPENDENCE AVE	END OF STREET	24	430	1,147	
3	NE INDEPENDENCE AVE	NE CHIPMAN RD	NE TUDOR RD	48	2614	13,941	
3	NE COLUMBUS ST	NE INDEPENDENCE AVE	NE HOWARD AVE	24	1376	3,669	
3	NE HOWARD AVE	NE ORCHARD ST	NE CHIPMAN RD	24	1293	3,448	
3	NE FLORENCE AVE	NE CHIPMAN RD	NE HAMEL PL	24	1128	3,008	
3	NE FLORENCE AVE	NE ORCHARD ST	NE HAMEL PL	24	315	840	
3	NE HAMEL PL	NE FLORENCE AVE	NE CORDER AVE	24	645	1,720	
3	NE CORDER AVE	NE ORCHARD ST	NE CHIPMAN RD	24	1291	3,443	
3	NE DARWIN ST	NE FLORENCE AVE	NE CORDER AVE	24	822	2,192	
							44,877
4	NE LEGACY WOOD DR	NE BLACKWELL RD	END OF STREET	32	2222	7,900	
4	NE PARKVIEW PL	NE LEGACY WOOD DR	NE VIEWPARK CT	24	878	2,341	
4	NE PARKVIEW CT	NE PARKVIEW LN	END OF STREET	24	72	192	
4	NE PARKVIEW LN	NE PARKVIEW CT	NE VIEWPARK CT	24	1015	2,707	
4	NE VIEWPARK CT	NE VIEWPARK DR	END OF STREET	24	74	197	
4	NE VIEWPARK CIR	NE VIEWPARK DR	END OF STREET	24	227	605	
4	NE VIEWPARK PL	NE VIEWPARK DR	END OF STREET	24	205	547	
4	NE VIEWPARK DR	NE LANGSFORD RD	NE VIEWPARK CT	24	2871	7,656	
4	NE PARKWOOD DR	NE PARKVIEW LN	NE VIEWPARK DR	24	1293	3,448	
4	NE WOODPARK LN	NE PARKVIEW LN	NE MARYWOOD LN	24	1381	3,683	
4	NE LEGACY WOOD CIR	NE LEGACY WOOD DR	END OF STREET	24	267	712	
4	NE MARYWOOD LN	NE BLACKWOOD DR	NE LYNDONWOOD DR	24	2161	5,763	
4	NE MARYWOOD CT	NE MARYWOOD LN	END OF STREET	24	223	595	
4	NE WOOD LN	NE LANGSFORD RD	NE LEGACY WOOD DR	32	1145	4,071	
4	NE LYDON CT	NE BLACKWOOD DR	NE WOOD LN	24	333	888	
4	NE BLACKWOOD DR	NE LYDON CT	NE WOOD CREEK LN	24	683	1,821	
4	NE WOOD CREEK LN	NE BLACKWOOD DR	NE WOODPARK LN	24	942	2,512	
							45,638

City of Lee's Summit

Crack Seal 19/20  
 Bid No. 324-19/20

Area Number	STREET NAME	FROM STREET	TO STREET	WIDTH	LENGTH	SQ YDS	TOTAL SQ YDS
5	SE 6TH ST	SE BATTERY DR	SE WINDSBORO DR	24	941	2,509	
5	SE SUMPTER DR	SE 6TH ST	END OF STREET	24	468	1,248	
5	SE ATHENS DR	SE 6TH ST	SE 7TH ST	24	737	1,965	
5	SE 7TH ST	SE BATTERY DR	SE ATHENS DR	24	425	1,133	
5	SE BATTERY DR	SE 6TH ST	SE SHENANDOAH DR	24	903	2,408	
							9,264
6	SE KINGSPPOINT DR	SE HAMBLN RD	END OF STREET	32	686	2,439	
6	SE BROADWAY DR	END OF STREET	SE KINGSPPOINT DR	32	498	1,771	
6	SE BROADWAY DR	SE KINGSPPOINT DR	END OF STREET	32	323	1,148	
							5,358
7	SW JEFFREY DR	SW SCHERER RD	SW FREDRICK DR	24	1572	4,192	
7	SW JEFFREY CIR	SW JEFFREY DR	END OF STREET	24	195	520	
7	SW JEFFREY CT	SW JEFFREY DR	END OF STREET	24	227	605	
7	SW 15TH TER	SW JEFFREY DR	END OF STREET	24	152	405	
7	SW 15TH ST	SW JEFFREY DR	END OF STREET	24	149	397	
7	SW FREDRICK DR	SW SCHERER RD	END OF STREET	24	2057	5,485	
7	SW 15TH TER	SW JEFFREY DR	END OF STREET	24	514	1,371	
							12,976
8	SW STUART RD	SW WARD RD	645' W OF SW M 291 HWY	20	5873	13,051	
							13,051
9	SW 33RD ST	SW WARD RD	SW 34TH ST	24	1543	4,115	
9	SW WINDSONG DR	END OF STREET	SW WINDSONG PT	32	1172	4,167	
9	SW WINDSONG PT	END OF STREET	SW WINDSONG DR	24	107	285	
9	SW 33RD ST	SW WINDSONG DR	SW WINDEMERE DR	24	1152	3,072	
9	SW 34TH ST	SW WINDSONG DR	SW WINDEMERE DR	24	1037	2,765	
9	SW 34TH TER	SW WINDSONG DR	SW WINDEMERE DR	24	998	2,661	
9	SW WINDEMERE DR	END OF STREET	SW 34TH TER	24	759	2,024	
9	SW WINDEMERE DR	SW 34TH TER	END OF STREET	32	508	1,806	
							20,896
10	SW GRANITE LN	SW M 150 HWY	SW STONEY CREEK DR	24	2746	7,323	
10	SW PRAIRIE VALLEY DR	SW GRANITE LN	END OF STREET	24	150	400	
10	SW GRANITE CIR	END OF STREET	SW GRANITE LN	24	140	373	
10	SW BOULDER DR	SW STONEY CREEK DR	SW GRANITE LN	24	2111	5,629	
10	SW SANDSTONE DR	SW BOULDER DR	SW PEBBLE LN	24	1177	3,139	
10	SW MILLCREEK DR	SW BOULDER DR	SW STONEY CREEK DR	24	301	803	
10	SW PEBBLE LN	SW BOULDER DR	SW SANDSTONE DR	24	493	1,315	
10	SW RYLEE LN	SW STONEY CREEK DR	SW BOULDER DR	24	494	1,317	
10	SW STONEY CREEK DR	SW COUNTY LINE RD	SW FLINTROCK DR	32	2653	9,433	
10	SW 41ST ST	SW STONEY CREEK DR	END OF STREET	24	1798	4,795	
10	SW 42ND CT	SW STONEY CREEK DR	END OF STREET	24	367	979	
10	SW 42ND CT	END OF STREET	SW STONEY CREEK DR	24	182	485	
10	SW CROSS CREEK DR	SW STONEY BROOK DR	SW STONEY BROOK DR	24	1129	3,011	
10	SW STONEY BROOK DR	250' E of SW 41ST ST	SW STONEY CREEK DR	24	2131	5,683	
10	SW STONEY BROOK CIRCLE	SW STONEY BROOK DR	END OF STREET	24	360	960	
10	SW WHISTLE DR	END OF STREET	END OF STREET	24	3957	10,552	
10	SW WHISTLE CIR	SW WHISTLE DR	END OF STREET	24	185	493	
10	SW FLINTROCK DR	SW 44TH ST	END OF STREET	24	3391	9,043	
10	SW FLINTROCK CIR	SW FLINTROCK DR	END OF STREET	24	228	608	
10	SW 44TH ST	SW LODESTONE DR	SW FLINTROCK DR	24	1362	3,632	
10	SW MERRYMAN DR	SW LODESTONE DR	SW CREEKVIEW DR	24	2001	5,336	
10	SW LYNDSIE CT	END OF STREET	SW MERRYMAN DR	24	373	995	
10	SW CREEKVIEW DR	SW COUNTY LINE RD	END OF STREET	24	1677	4,472	
10	SW GEORGETOWN DR	END OF STREET	SW RIVULET DR	32	1790	6,364	
10	SW GEORGETOWN DR	SW GEORGETOWN CIR	END OF STREET	72	81	648	
10	SW GEORGETOWN DR	SW BRIARBROOK DR	END OF STREET	72	82	656	
10	SW BRIARBROOK DR	SW DRAKE CIR	SW GEORGETOWN DR	24	874	2,331	
10	SW GEORGETOWN CIR	END OF STREET	SW GEORGETOWN DR	24	170	453	
10	SW DRAKE CIR	SW WARD RD	END OF STREET	24	1577	4,205	
10	SW NAGONA LN	SW NAGONA LN	SW COUNTY LINE RD	24	205	547	
10	SW NAGONA LN	SW NAGONA LN	SW NAGONA LN	24	1183	3,155	
							99,133
11	SW PRYOR RD	SW KLINE AVE	SW TIARA LN	32	1035	3,680	
11	SW KLINE AVE	END OF STREET	SW ALICE LN	62	125	861	
11	SW SARAH LN	END OF STREET	SW KLINE AVE	24	165	440	
11	SW ALICE LN	SW KLINE AVE	SW AMBER LN	24	555	1,480	
11	SW JULIE LN	SW KLINE AVE	SW AMBER LN	24	445	1,187	
11	SW RACHEL LN	SW JULIE LN	SW TIARA LN	24	525	1,400	
11	SW AMBER CIR	SW AMBER LN	END OF STREET	24	163	435	
11	SW AMBER CT	SW AMBER LN	END OF STREET	24	196	523	
							10,005

City of Lee's Summit

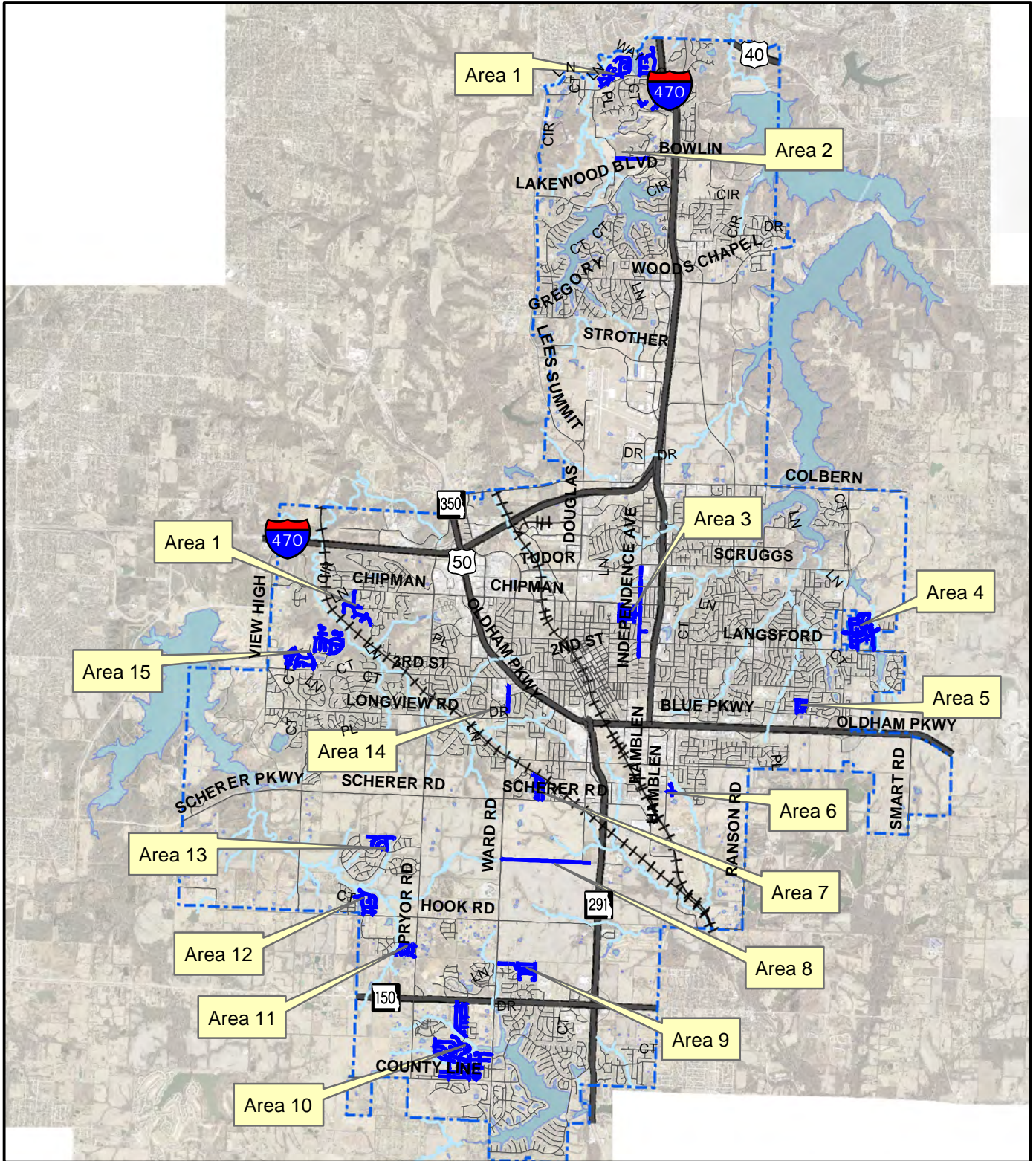
Crack Seal 19/20  
Bid No. 324-19/20

Area Number	STREET NAME	FROM STREET	TO STREET	WIDTH	LENGTH	SQ YDS	TOTAL SQ YDS
12	SW MONARCH DR	SW WESTMINSTER DR	SW HOOK RD	34	209	790	
12	SW MONARCH DR	SW WESTMINSTER DR	SW REGAL DR	24	1174	3,131	
12	SW MONARCH CT	SW MONARCH DR	END OF STREET	24	208	555	
12	SW REGAL DR	SW CROWN DR	END OF STREET	24	1736	4,629	
12	SW CROWN DR	END OF STREET	SW ARTHUR DR	24	893	2,381	
12	SW WESTMINSTER DR	SW ARTHUR DR	END OF STREET	24	752	2,005	
12	SW ARTHUR DR	SW WESTMINSTER DR	SW HOOK RD	34	226	854	
12	SW ARTHUR DR	SW CROWN DR	SW WESTMINSTER DR	32	306	1,088	
12	SW ARTHUR DR	SW CROWN DR	SW REGAL DR	24	956	2,549	
12	SW REGENCY DR	SW ARTHUR DR	SW CARLTON DR	24	575	1,533	
							19,515
13	SW DEER RUN CT	END OF STREET	SW FEATHER RIDGE RD	24	493	1,315	
13	SW DEER RUN RD	SW EAGLE VIEW DR	SW FEATHER RIDGE RD	24	1373	3,661	
13	SW OLD PORT RD	SW DEER RUN RD	END OF STREET	24	166	443	
13	SW RIVER TRAIL RD	SW DEER RUN RD	END OF STREET	24	753	2,008	
13	SW HAWK VIEW RD	SW FEATHER RIDGE RD	SW EAGLE VIEW DR	24	913	2,435	
13	SW RIVER SPRING CT	END OF STREET	SW RIVER SPRING RD	24	198	528	
							10,389
14	SW WARD RD	SW OLDHAM PKWY	SW HOKE LN	48	1896	10,112	
							10,112
15	SW PEALE BLVD	SW 3RD ST	NW CARSON DR	28	1296	4,032	
15	SW MUIR DR	SW PEALE BLVD	SW ROOSEVELT RDG	24	1418	3,781	
15	SW ROOSEVELT RDG	SW MUIR DR	SW MACKENZIE DR	24	1193	3,181	
15	SW ROOSEVELT RDG	SW MACKENZIE DR	END OF STREET	36	204	816	
15	SW MOWAT DR	SW MACKENZIE DR	SW ROOSEVELT RDG	24	439	1,171	
15	SW MACKENZIE DR	SW ROOSEVELT RDG	SW KESSLER DR	40	218	969	
15	SW MACKENZIE DR	SW MUIR DR	SW ROOSEVELT RDG	24	845	2,253	
15	SW ANSEL ADAMS DR	SW 3RD ST	SW MUIR DR	24	948	2,528	
15	SW LEWIS DR	SW ANSEL ADAMS DR	SW PEALE BLVD	24	1470	3,920	
15	SW LEWIS CIR	SW LEWIS DR	END OF STREET	24	143	381	
15	SW LEWIS PL	SW LEWIS DR	END OF STREET	24	195	520	
15	SW KESSLER DR	SW MACKENZIE DR	SW 3RD ST	41	396	1,804	
15	SW KESSLER DR	END OF STREET	SW MACKENZIE DR	32	55	196	
15	NW MORTON DR	NW LEWIS DR	NW THOREAU DR	24	1353	3,608	
15	NW MORTON CT	NW MORTON DR	END OF STREET	24	144	384	
15	NW LEWIS DR	SW MUIR DR	NW THOREAU DR	24	975	2,600	
15	NW OLMSTEAD DR	NW MORTON DR	NW LEWIS DR	24	746	1,989	
15	NW THOREAU DR	NW MORTON DR	END OF STREET	24	2033	5,421	
15	NW THOREAU CIR	NW THOREAU DR	NW THOREAU CT	24	262	699	
15	NW THOREAU CIR	NW THOREAU CT	NW THOREAU CT	24	53	141	
15	NW THOREAU CIR	NW THOREAU CT	END OF STREET	24	843	2,248	
15	NW THOREAU CT	NW THOREAU CIR	NW THOREAU CIR	24	522	1,392	
15	NW WHITMAN DR	SW MUIR DR	NW THOREAU DR	24	1023	2,728	
15	NW NUTALL DR	SW MUIR DR	END OF STREET	24	1812	4,832	
15	NW NUTALL CT	NW NUTALL DR	NW NUTALL DR	24	210	560	
15	NW AUDUBON LN	NW NUTALL DR	END OF STREET	24	193	515	
15	NW AUDUBON LN	NW NUTALL DR	NW NUTALL DR	24	310	827	
15	NW BURROUGHS DR	SW MUIR DR	NW THOREAU DR	24	876	2,336	
							55,832
16	NW RIVEN ROCK TRL	NW CHIPMAN RD	NW ROCKWOOD CT	24	3123	8,328	
16	NW ASHURST LN	NW ASHURST DR	END OF STREET	24	1157	3,085	
16	NW ASHURST DR	NW ASHURST PL	NW RIVEN ROCK TRL	24	637	1,699	
16	NW RIVEN POINT CIR	NW RIVEN ROCK TRL	END OF STREET	24	299	797	
16	NW RIVEN ROCK CIR	NW RIVEN ROCK PL	END OF STREET	24	391	1,043	
16	NW RIVEN ROCK PL	NW RIVEN ROCK CIR	END OF STREET	24	168	448	
							15,400

Total SQ Yards: 423,325



# City of Lee's Summit Crack Seal 19/20 - Project No. 324-19/20 (crack seal)



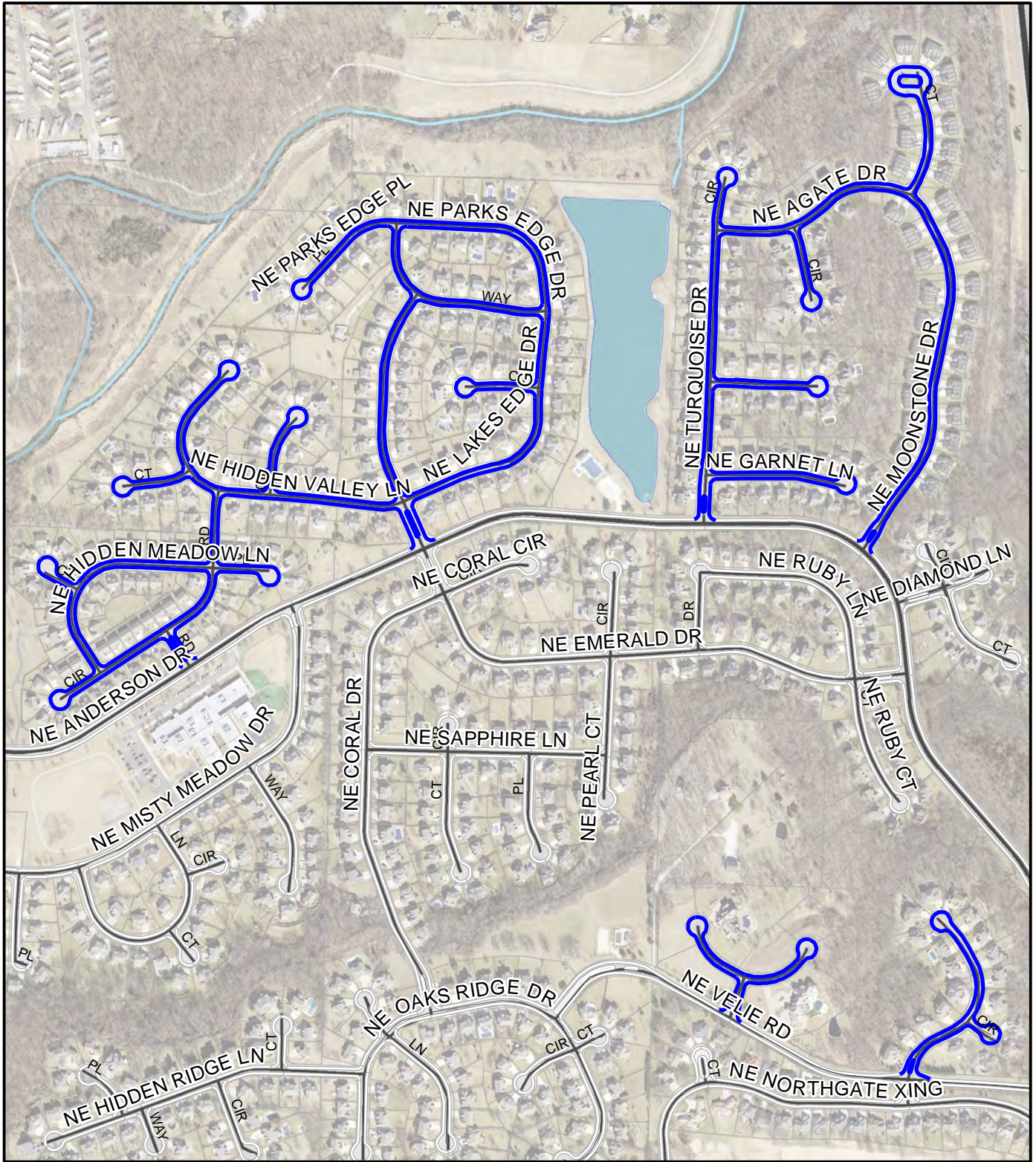
Project  
Overview



Legend  
— Crack Seal



# City of Lee's Summit Crack Seal 19/20 - Project No. 324-19/20 (crack seal)



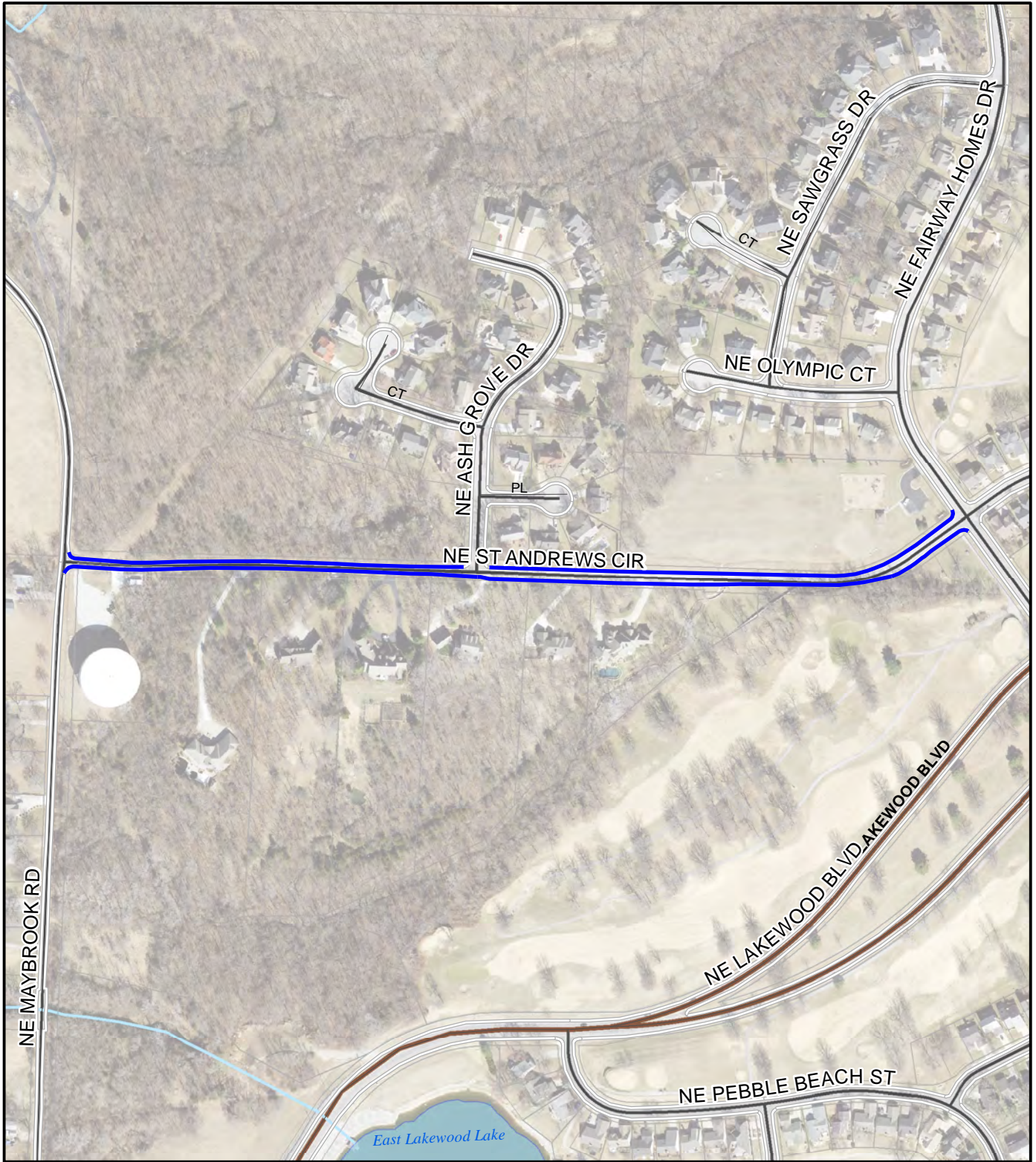
Area 1  
Oaks Ridge



**Legend**  
— Crack Seal



**City of Lee's Summit  
Crack Seal 19/20 - Project No. 324-19/20 (crack seal)**



Area 2  
St. Andrews



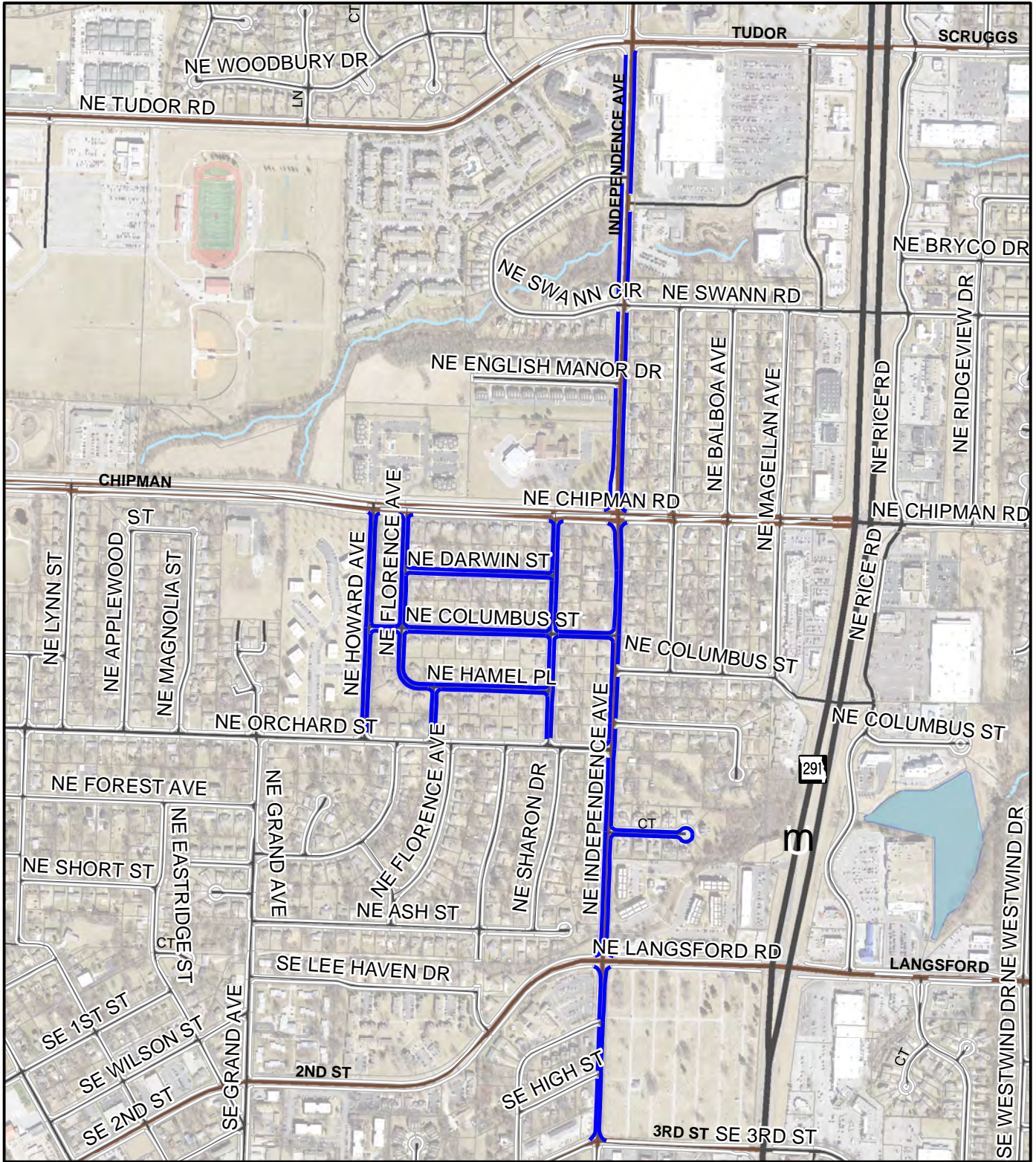
**Legend**

— Crack Seal



# City of Lee's Summit

## Crack Seal 19/20 - Project No. 324-19/20 (crack seal)



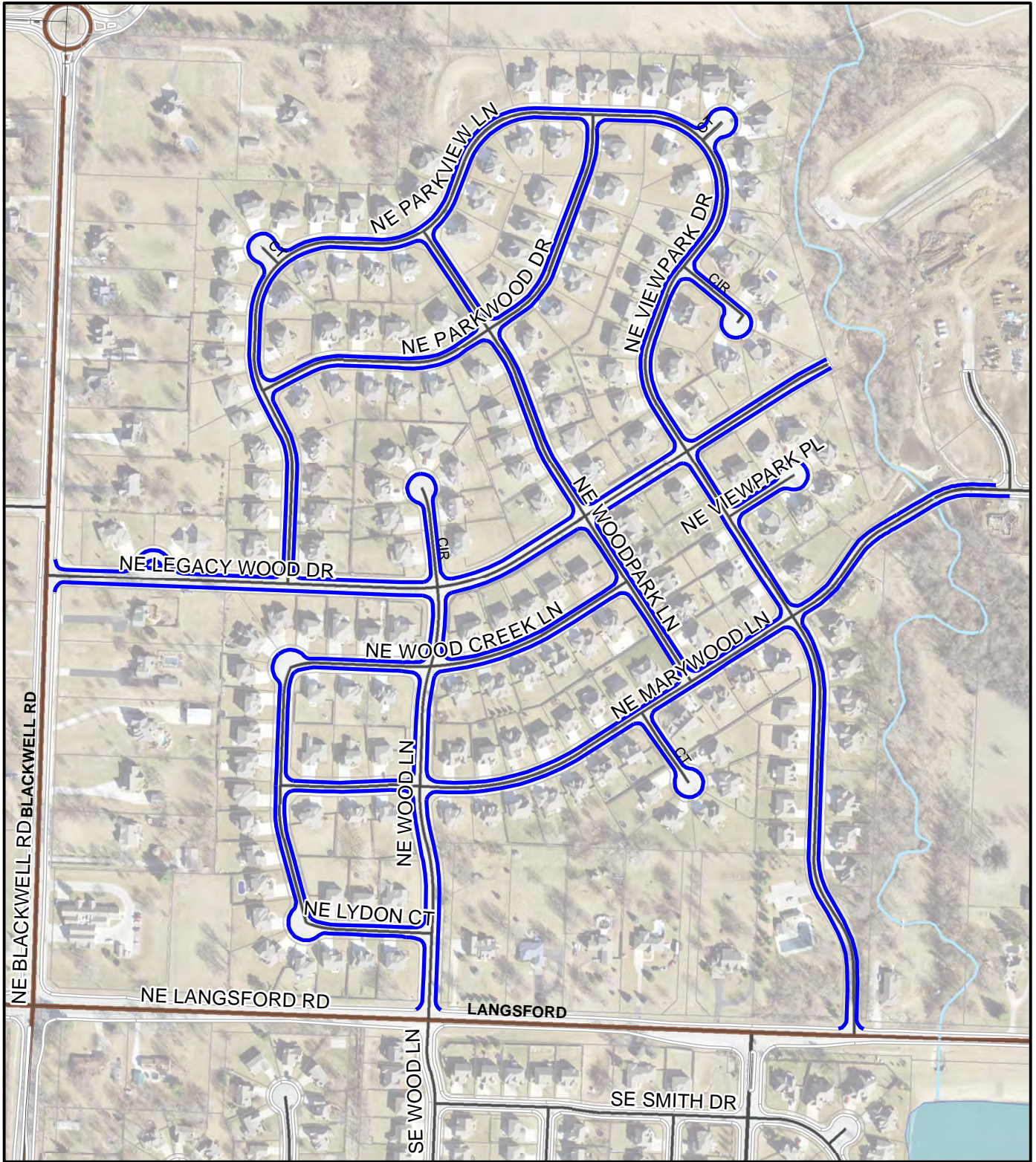
Area 3  
Independence



**Legend**  
— Crack Seal



# City of Lee's Summit Crack Seal 19/20 - Project No. 324-19/20 (crack seal)



Area 4  
Legacy Wood

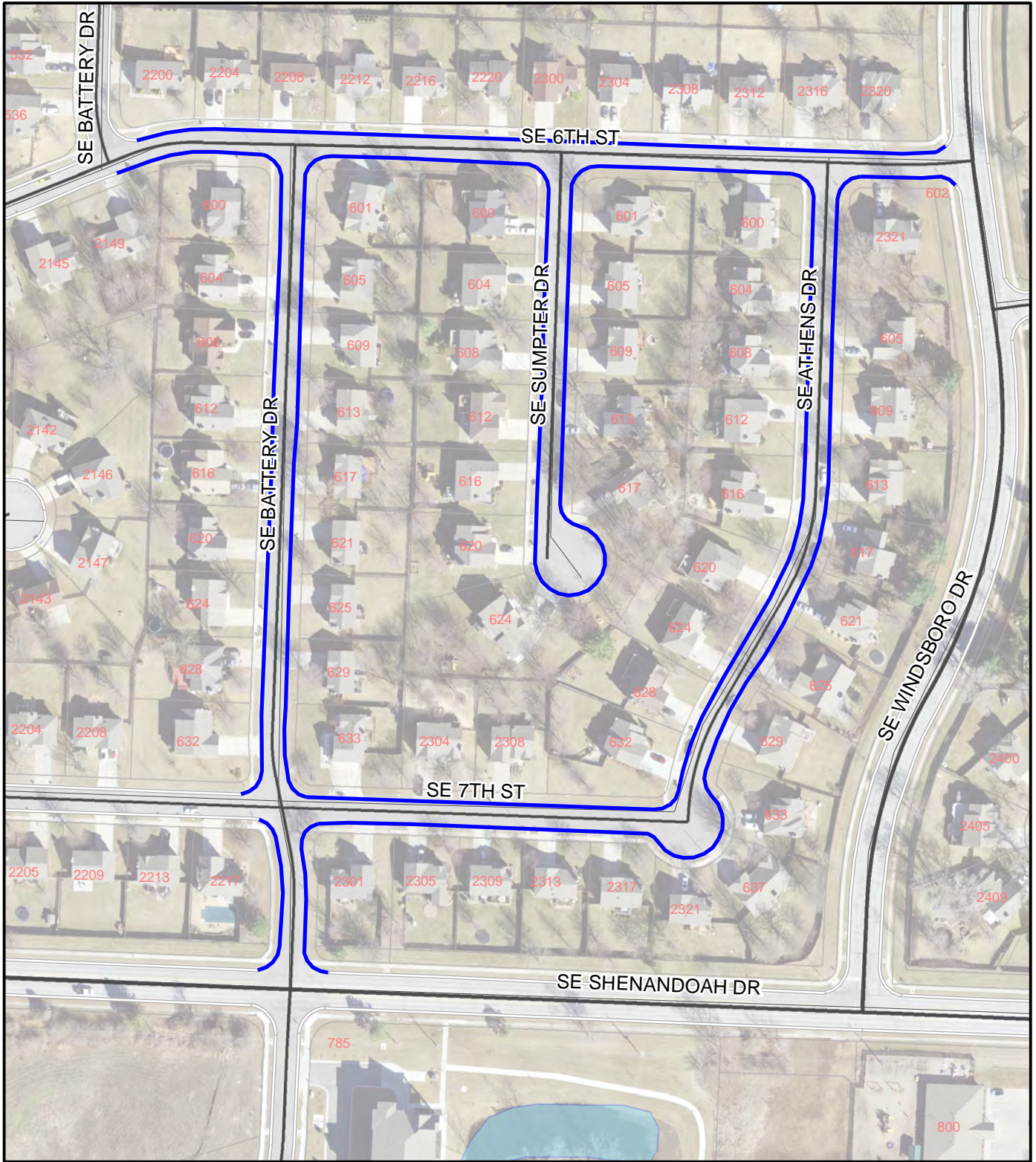


### Legend

— Crack Seal



# City of Lee's Summit Crack Seal 19/20 - Project No. 324-19/20 (crack seal)



Area 5  
Ashton

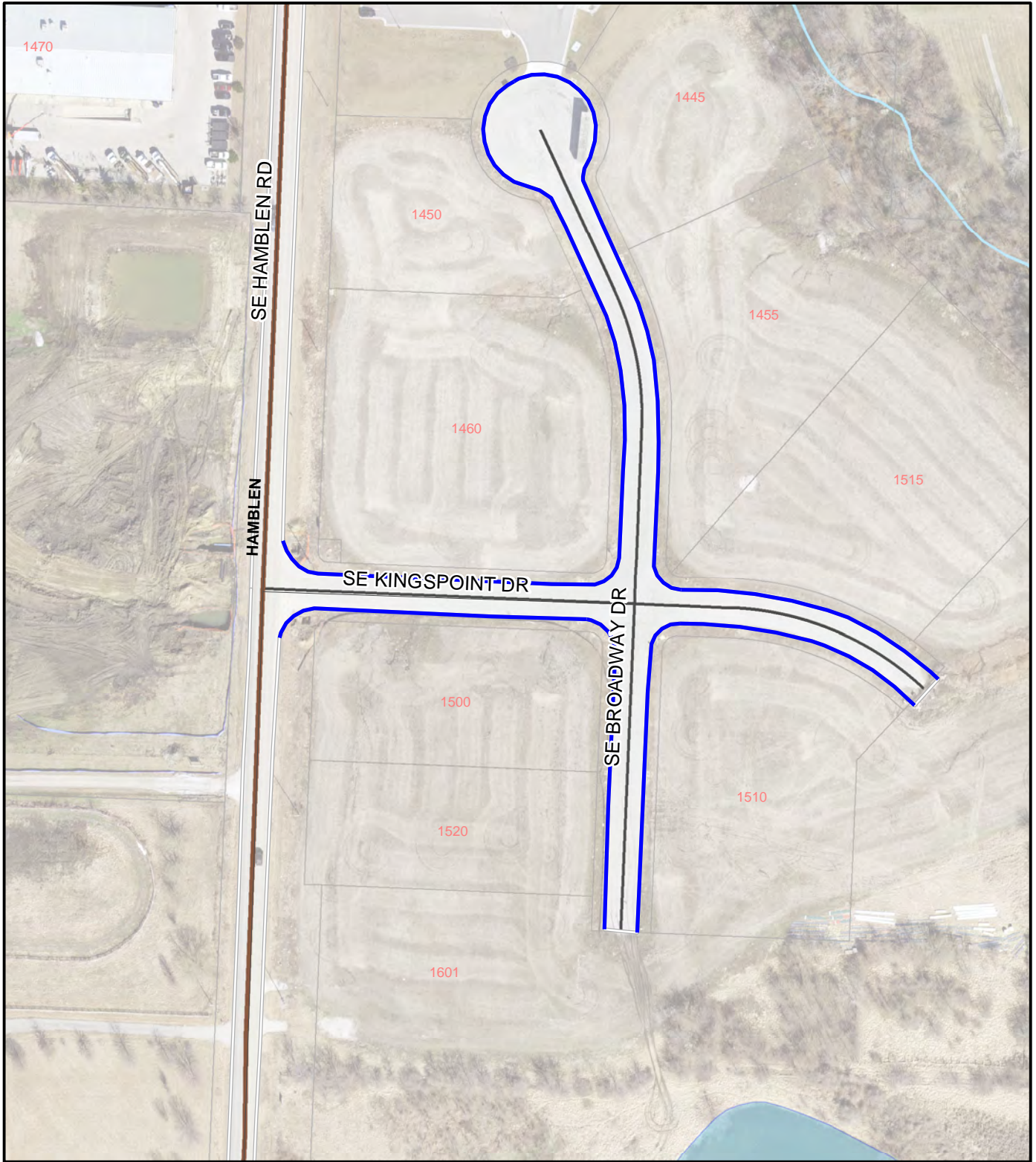


## Legend

— Crack Seal



**City of Lee's Summit  
Crack Seal 19/20 - Project No. 324-19/20 (crack seal)**



Area 6  
Newberry

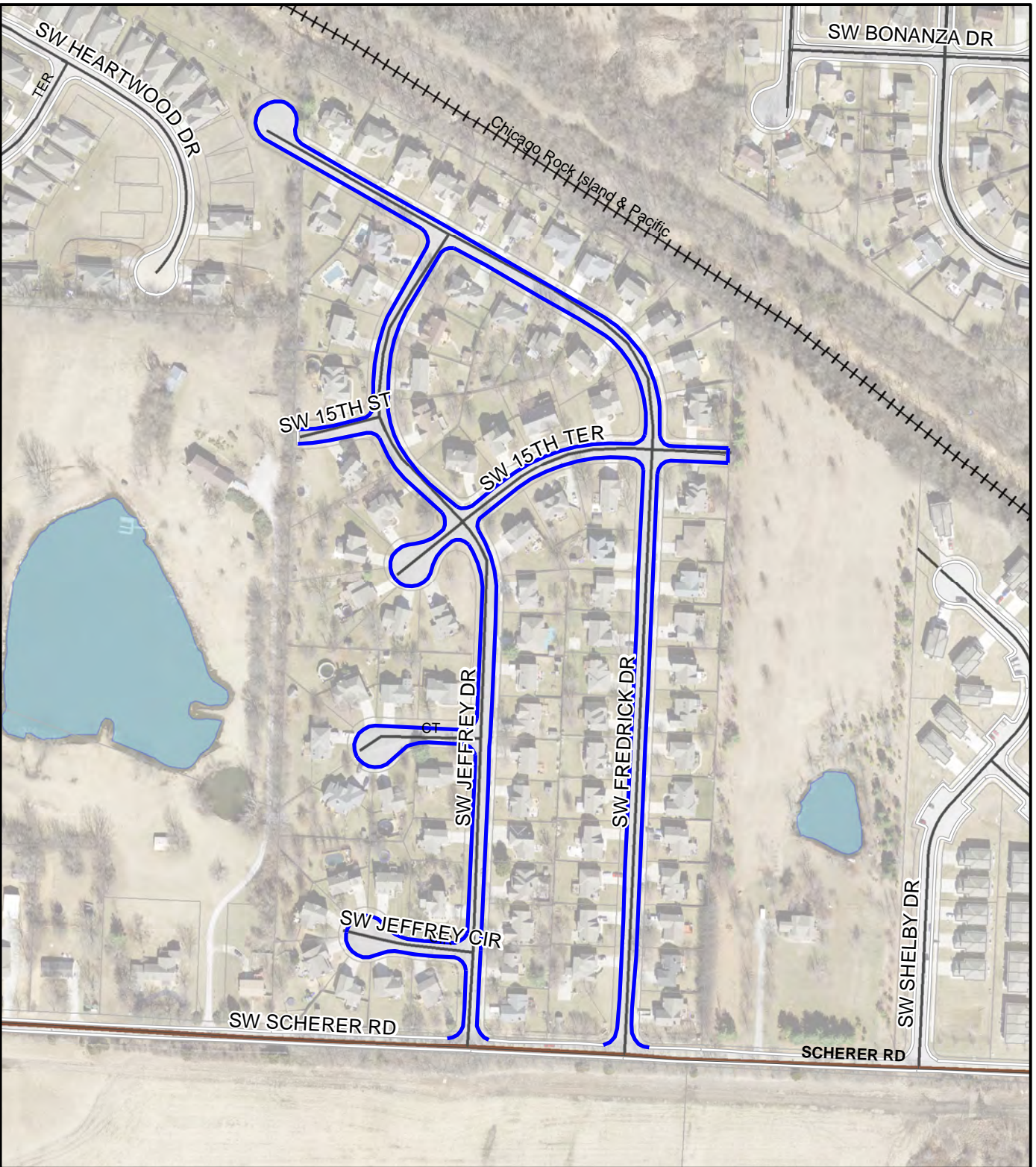


**Legend**

— Crack Seal



**City of Lee's Summit  
Crack Seal 19/20 - Project No. 324-19/20 (crack seal)**



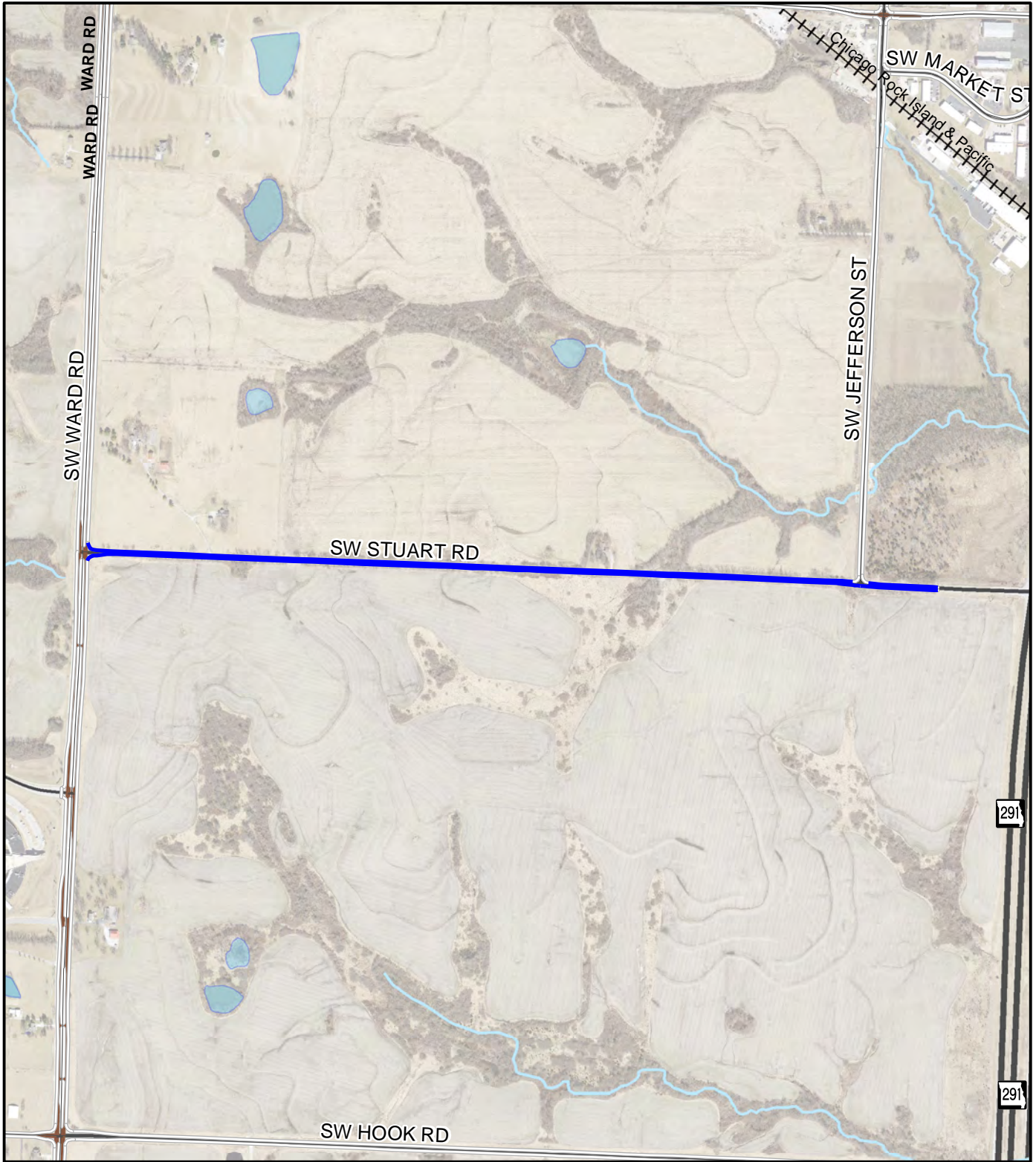
Area 7  
Pine Meadows



**Legend**  
— Crack Seal



**City of Lee's Summit  
Crack Seal 19/20 - Project No. 324-19/20 (crack seal)**



Area 8  
Stuart Road

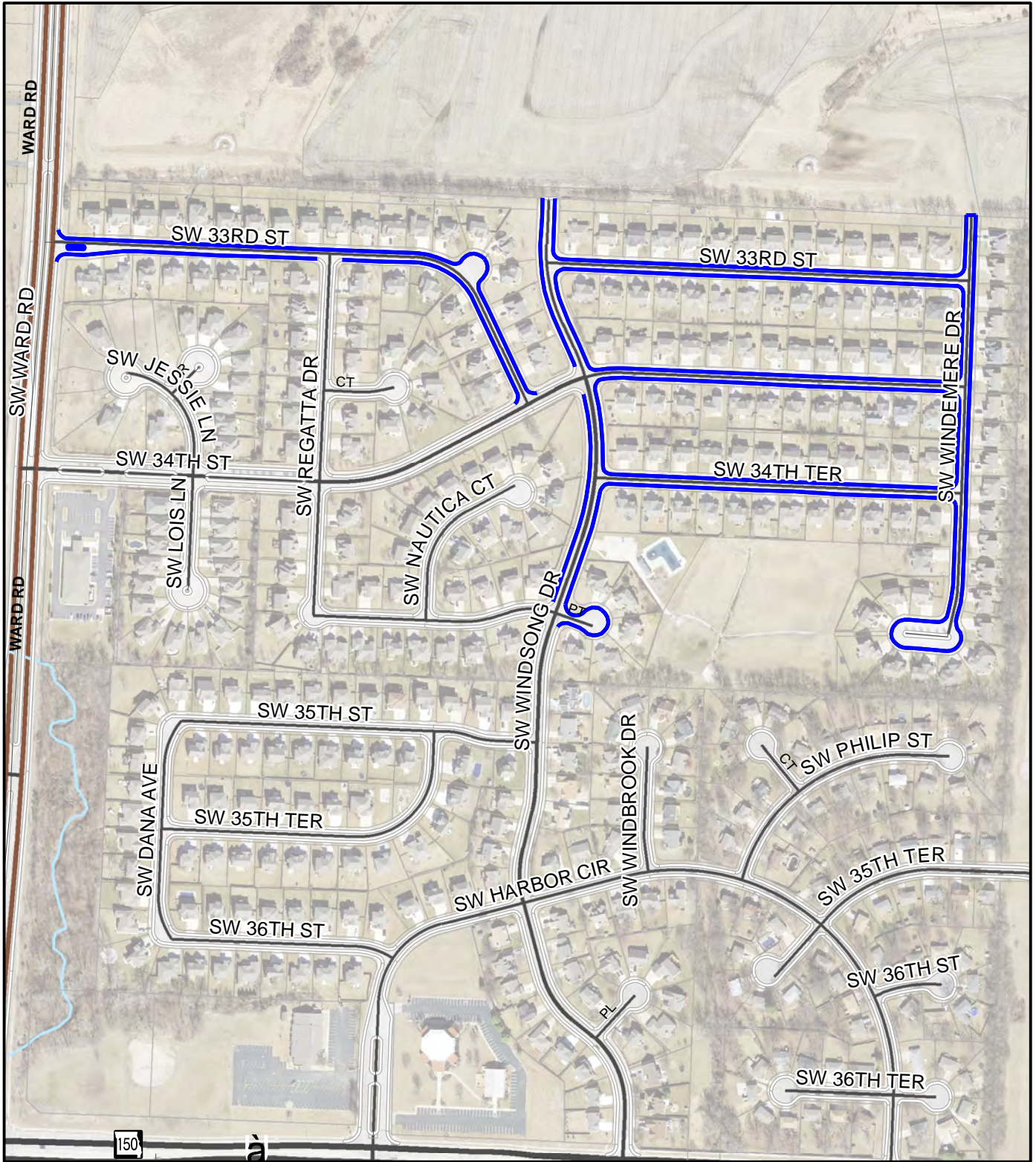


**Legend**

— Crack Seal



**City of Lee's Summit**  
**Crack Seal 19/20 - Project No. 324-19/20 (crack seal)**



Area 9  
Summit Ridge

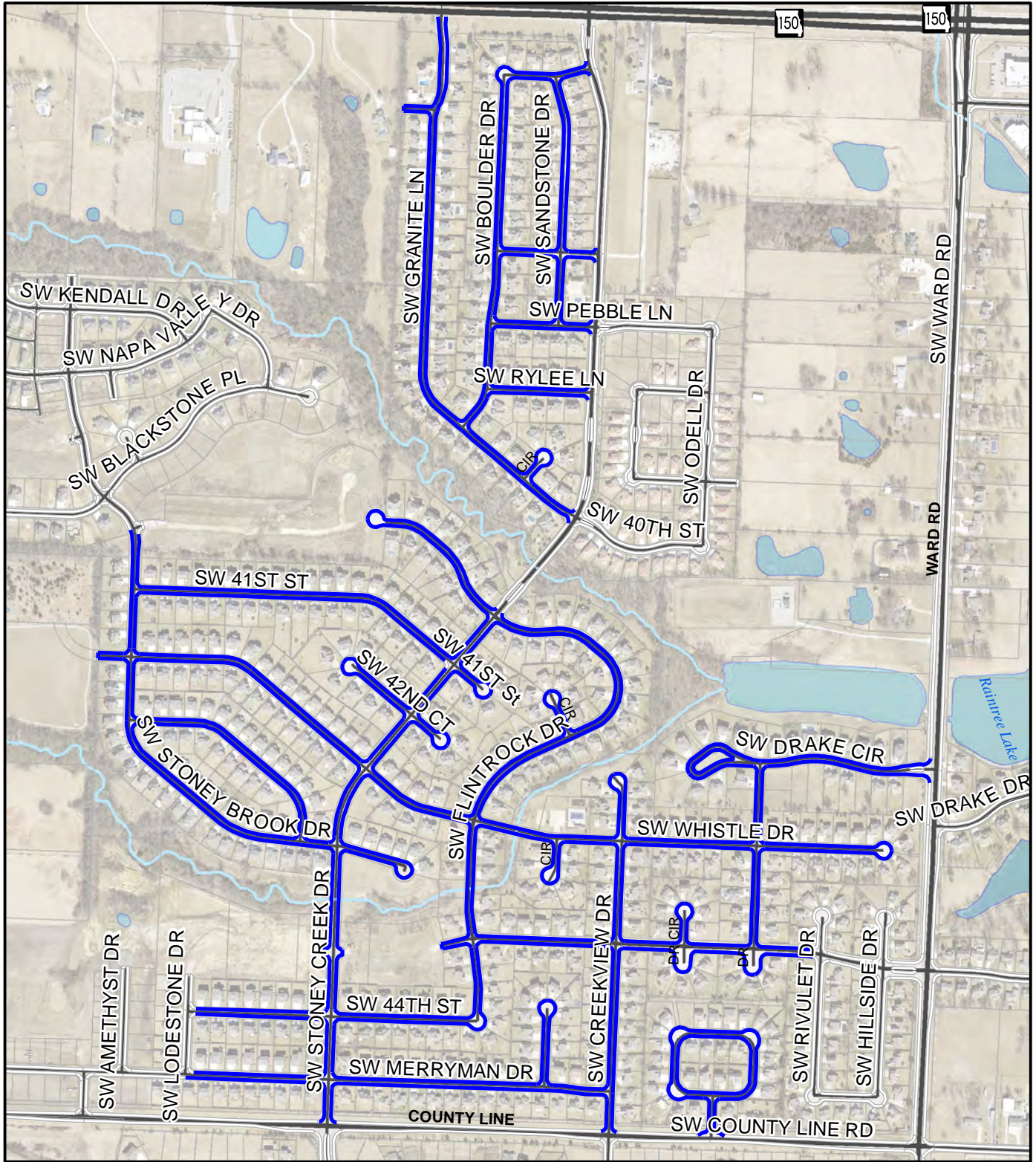


**Legend**

— Crack Seal



# City of Lee's Summit Crack Seal 19/20 - Project No. 324-19/20 (crack seal)



Area 10  
Stoney Creek

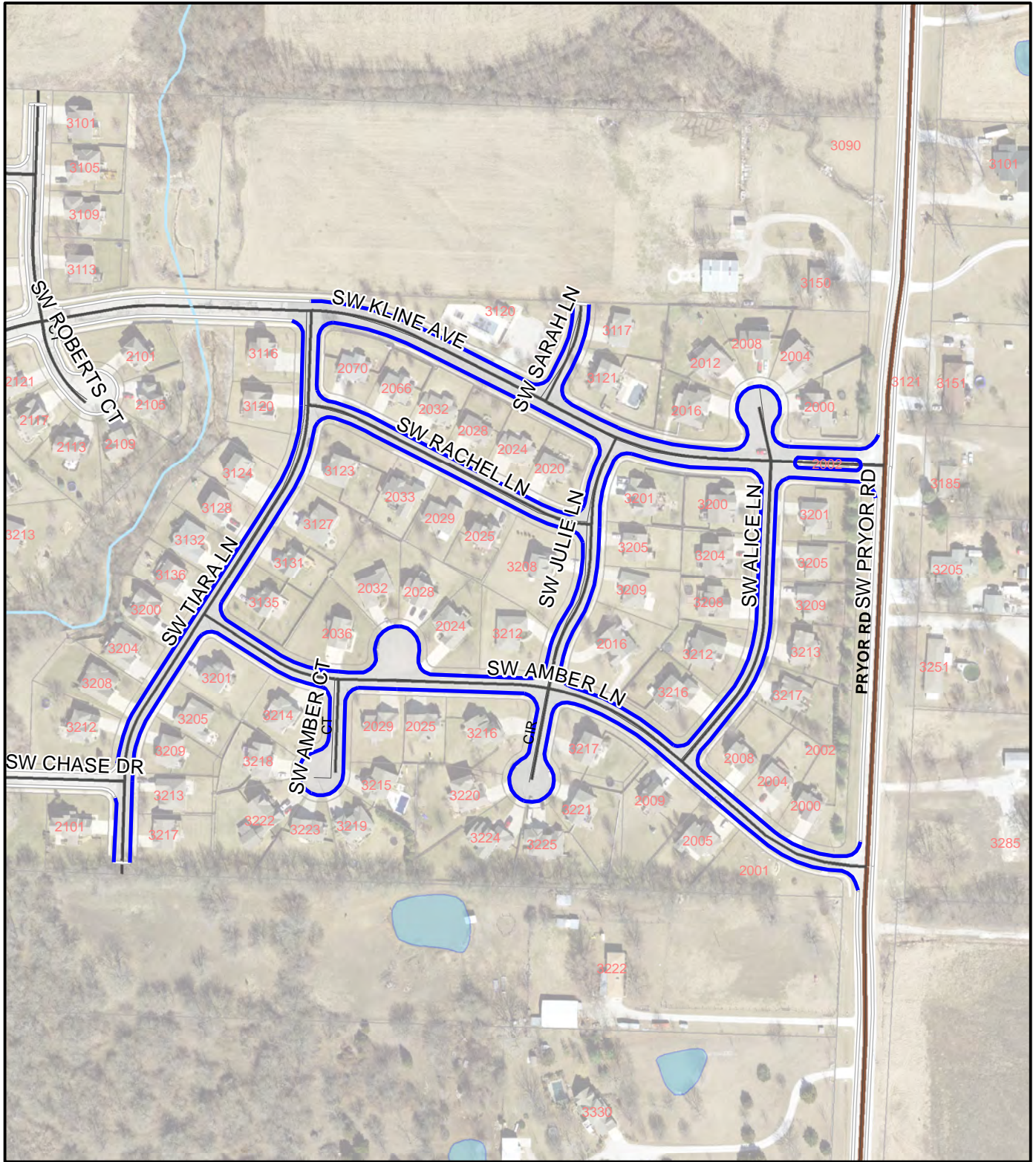


## Legend

— Crack Seal



# City of Lee's Summit Crack Seal 19/20 - Project No. 324-19/20 (crack seal)



Area 11  
Pryor Meadows

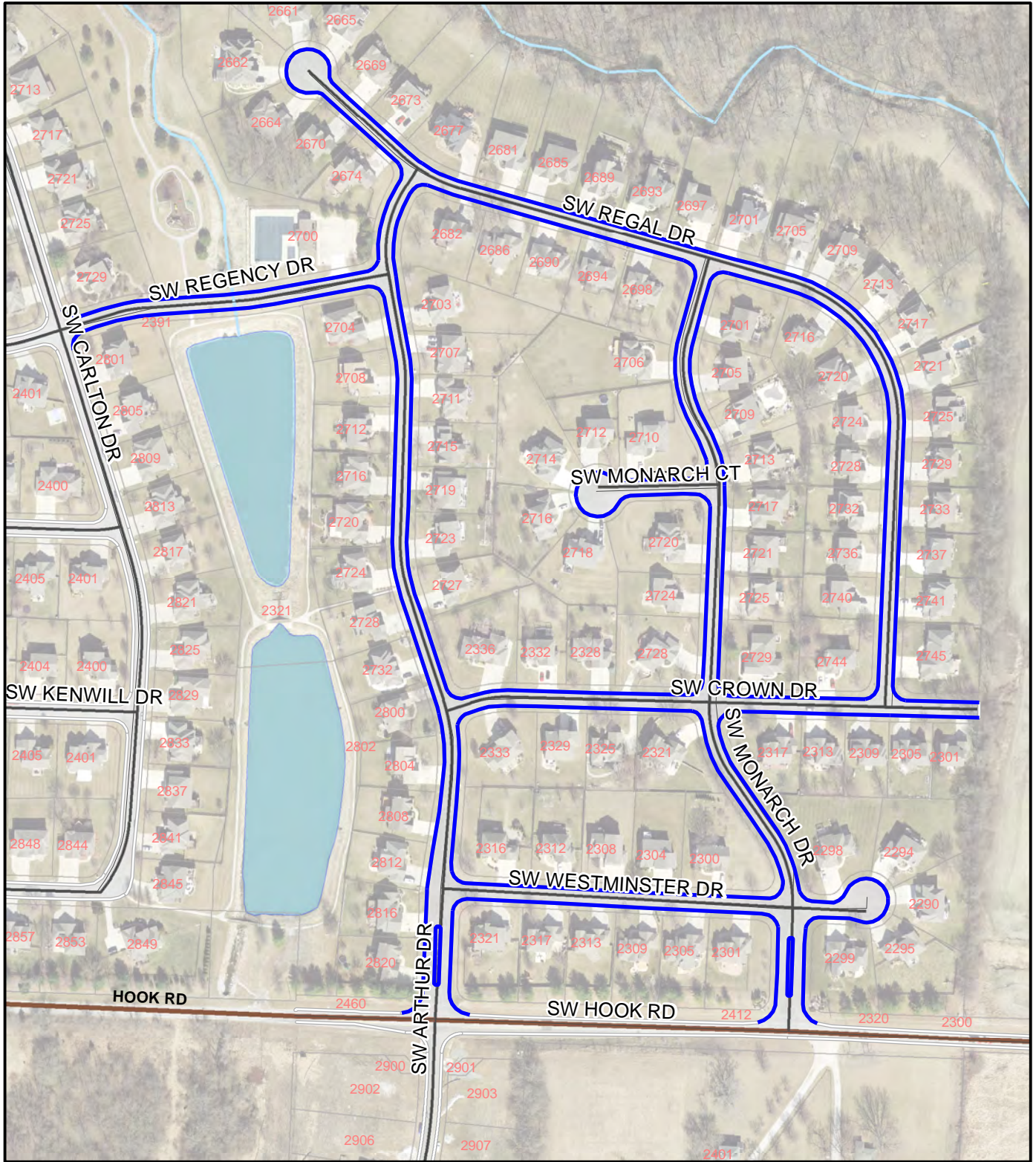


### Legend

— Crack Seal



# City of Lee's Summit Crack Seal 19/20 - Project No. 324-19/20 (crack seal)



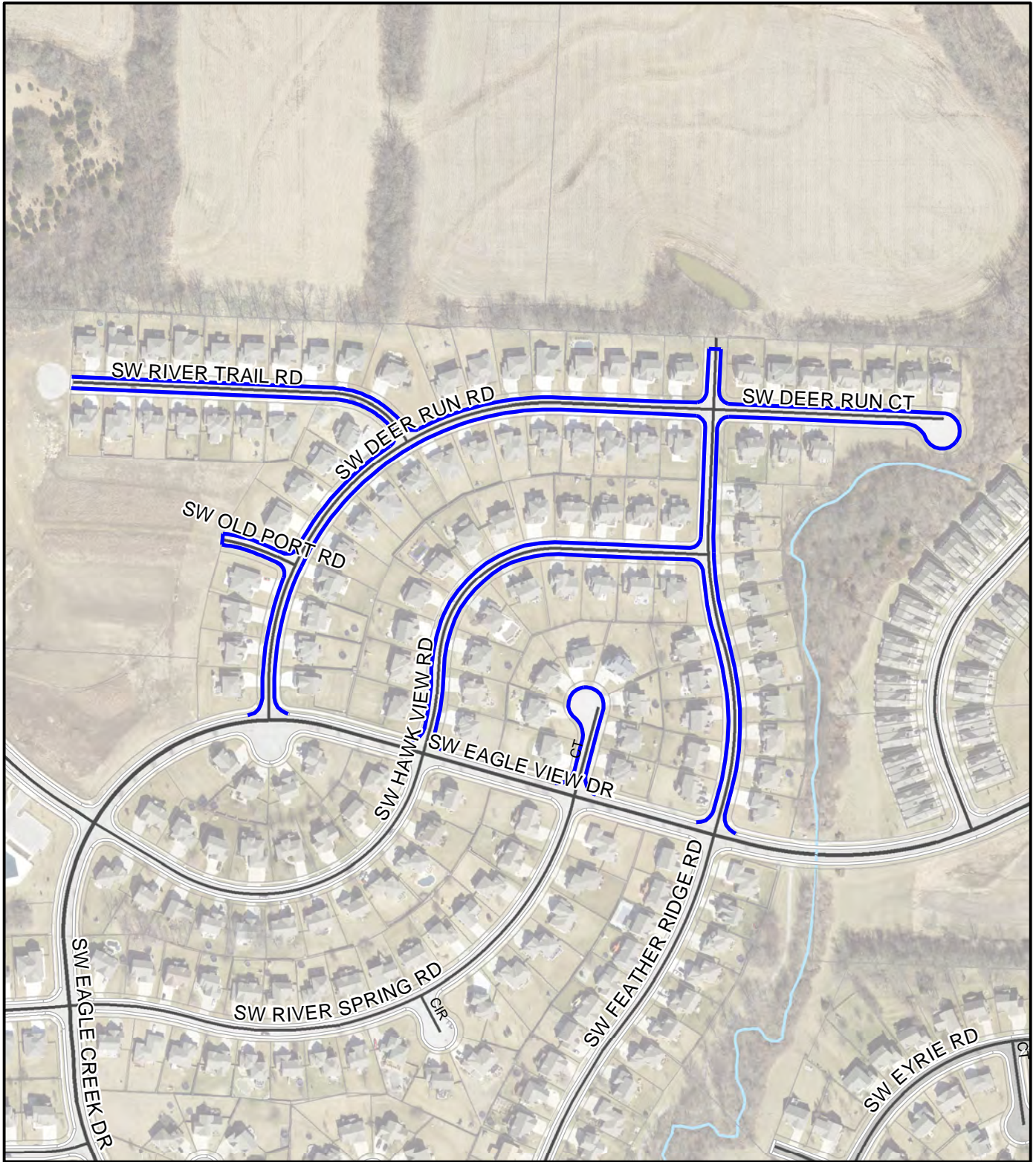
Area 12  
Monarch View



**Legend**  
— Crack Seal



**City of Lee's Summit  
Crack Seal 19/20 - Project No. 324-19/20 (crack seal)**



Area 13  
Eagle Creek

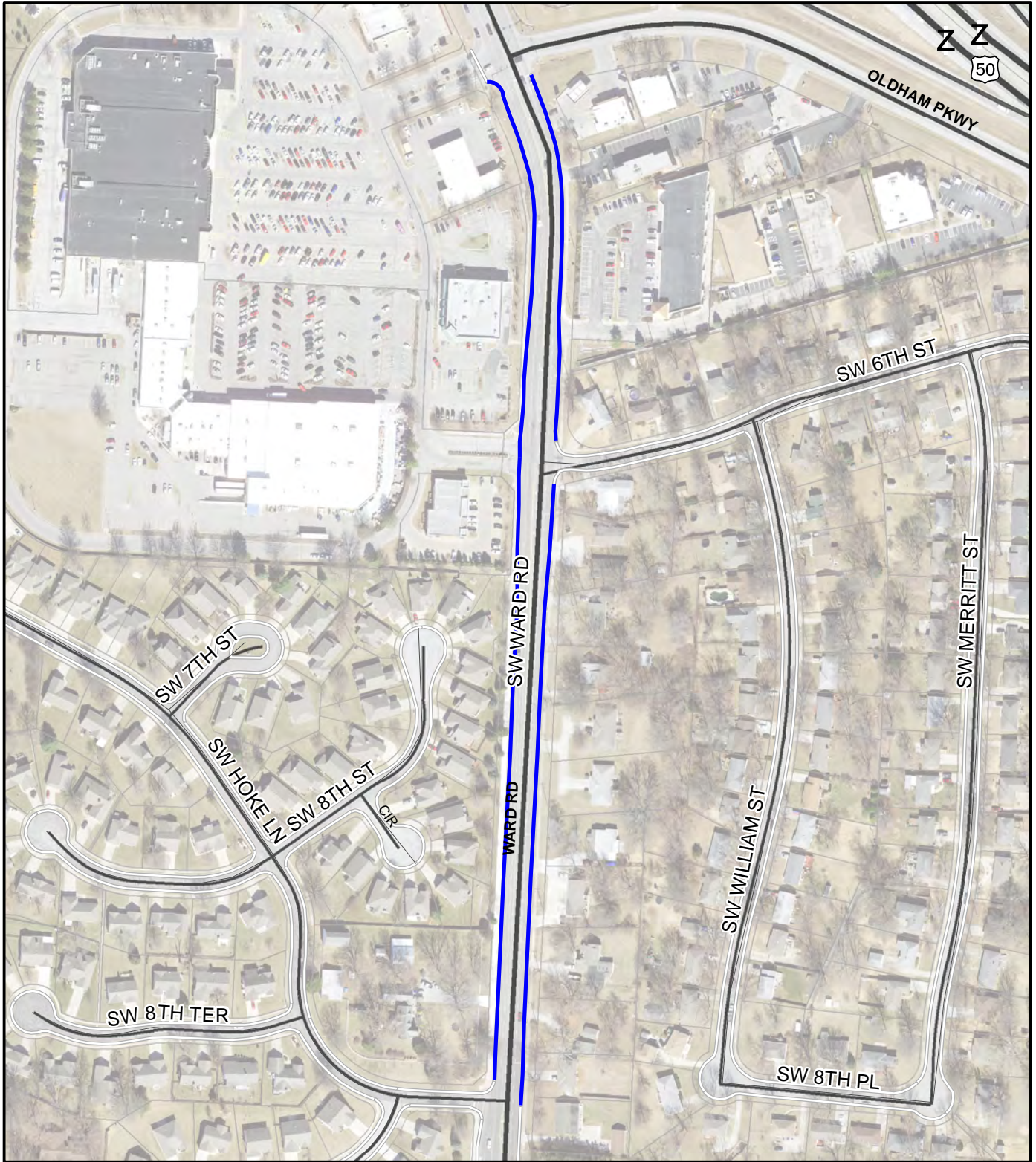


**Legend**

— Crack Seal

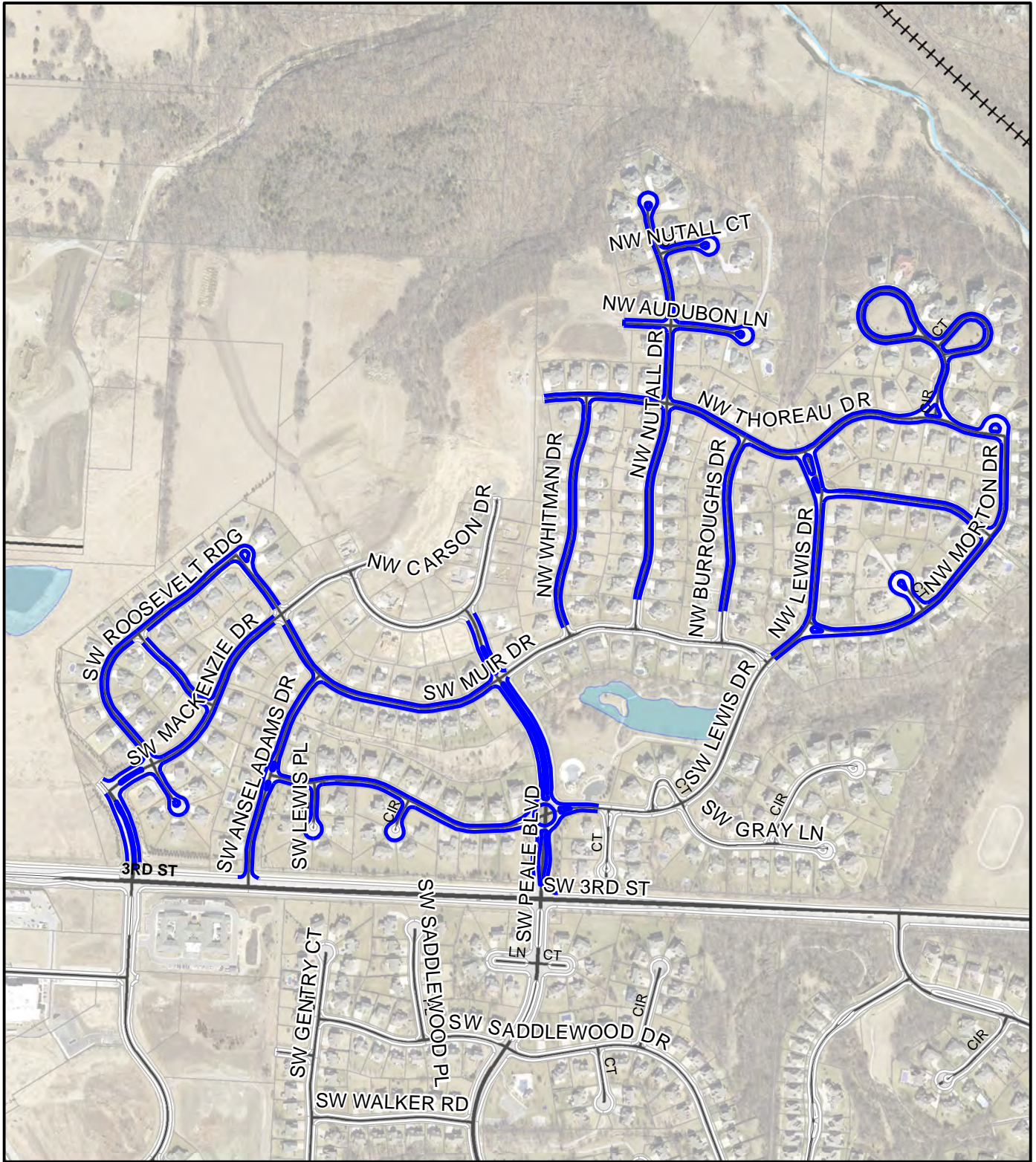


**City of Lee's Summit**  
**Crack Seal 19/20 - Project No. 324-19/20 (crack seal)**





**City of Lee's Summit  
Crack Seal 19/20 - Project No. 324-19/20 (crack seal)**



Area 15  
Winterset Valley

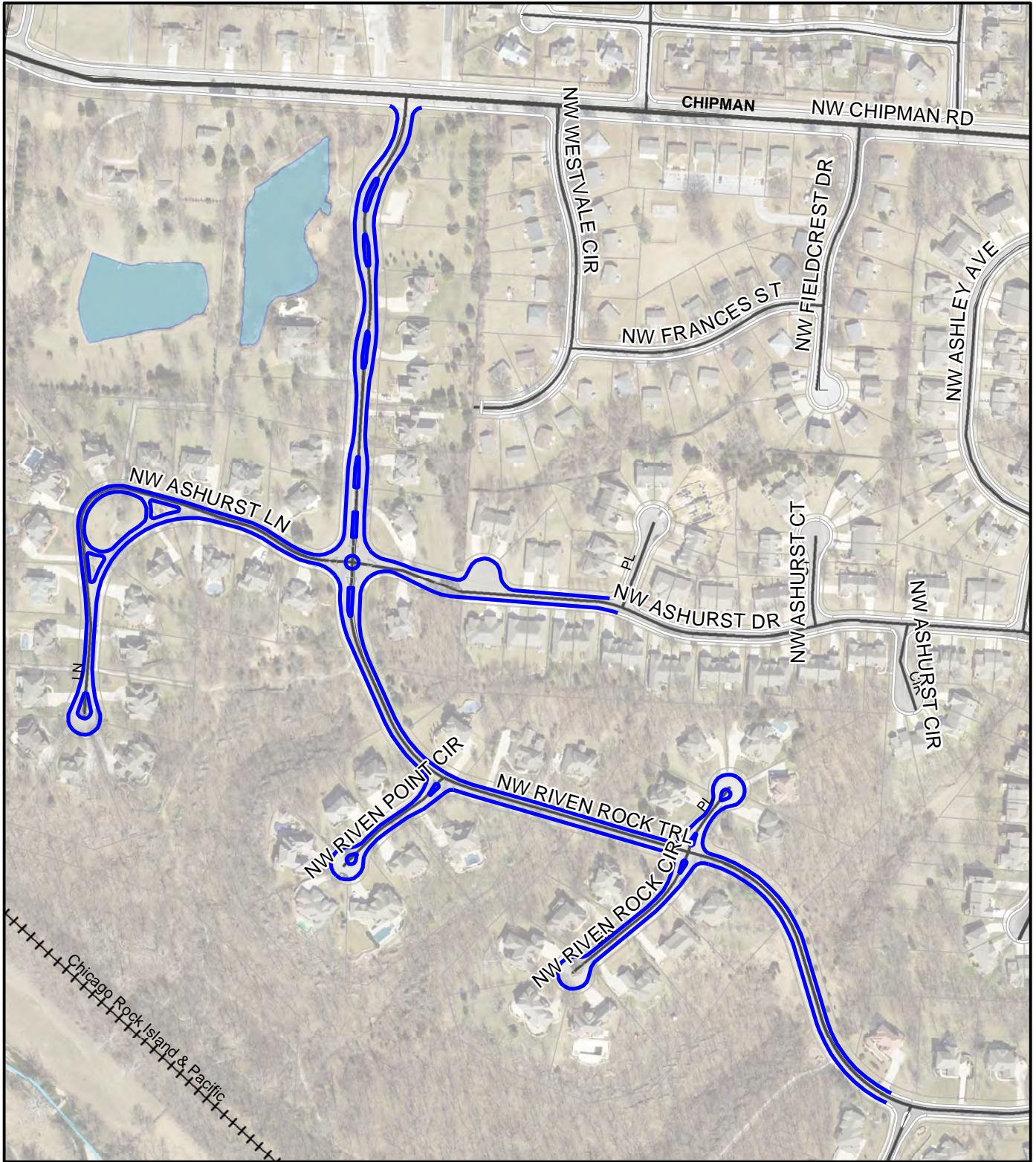


**Legend**

— Crack Seal



**City of Lee's Summit**  
**Crack Seal 19/20 - Project No. 324-19/20 (crack seal)**



Area 16  
Winterset Woods



**Legend**

— Crack Seal

## Packet Information

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**File #:** TMP-1334, **Version:** 1

---

An Ordinance approving Change Order No. 1 to the contract with Beemer Construction Company, Inc. for the Winterset Woods & Sterling Hills Trunk Sewer Main project, an increase of 81 calendar days to reach Substantial and Final Completion for a revised Substantial Completion Date of September 28, 2019, and authorizing the City Manager to execute the same by and on behalf of the City.

Issue/Request:

An Ordinance approving Change Order No. 1 to the contract with Beemer Construction Company, Inc. for the Winterset Woods & Sterling Hills Trunk Sewer Main project, an increase of 81 calendar days to reach Substantial and Final Completion for a revised Substantial Completion Date of September 28, 2019, and authorizing the City Manager to execute the same by and on behalf of the City.

Key Issues:

- Abnormally wet weather conditions limited access to the project
- MoDOT's Weighted Timetable was used to quantify the impact the wet weather had on the project schedule
- The Contractor should be allowed additional time to complete the work based on weather and the MoDOT calculation method

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order No. 1 to the contract with Beemer Construction Company, Inc. for the Winterset Woods & Sterling Hills Trunk Sewer Main project, an increase of 81 calendar days to reach Substantial and Final Completion for a revised Substantial Completion Date of September 28, 2019, and authorizing the City Manager to execute the same by and on behalf of the City.

Background:

The contract documents allow for an adjustment in calendar days to complete the project in the event of abnormal weather conditions. Based on historical data, staff agreed abnormally wet conditions existed between the Notice to Proceed Date and May 28, 2019. In an effort to fairly quantify the effect the wet weather had on the project schedule, MoDOT's Weighted Timetable for Contracts with No Time Exclusions was used to determine a revised Substantial Completion Date.

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

Section 6.4 the City's Procurement Policy governing changes in contract time states the following:

“Change orders resulting in a revised contract time exceeding ten percent (10%) of the original contract time, a single change order increasing contract time by 30 days or more... must be approved by the City Council.”

Michael Anderson, Construction Manager

Recommendation: Staff recommends approval of an Ordinance approving Change Order No. 1 to the contract with Beemer Construction Company, Inc. for the Winterset Woods & Sterling Hills Trunk Sewer Main project, an increase of 81 calendar days to reach Substantial and Final Completion for a revised Substantial Completion Date of September 28, 2019, and authorizing the City Manager to execute the same by and on behalf of the City.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 19-**

---

AN ORDINANCE APPROVING CHANGE ORDER No. 1 TO THE CONTRACT WITH BEEMER CONSTRUCTION COMPANY, INC. FOR THE WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN PROJECT, AN INCREASE OF 81 CALENDAR DAYS TO REACH SUBSTANTIAL AND FINAL COMPLETION FOR A REVISED SUBSTANTIAL COMPLETION DATE OF SEPTEMBER 28, 2019.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Beemer Construction Company, Inc. for the Winterset Woods & Sterling Hills Trunk Sewer Main project, being undertaken by the City's Water Utilities Department; and,

WHEREAS, abnormally wet weather conditions limited access to the project;

WHEREAS, MoDOT's Weighted Timetable was used to quantify the impact the wet weather had on the project schedule; and,

WHEREAS, The Contractor should be allowed additional time to complete the work based on weather and the MoDOT calculation method.

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

SECTION 1. That the Change Order No. 1 to the contract with Beemer Construction Company, Inc. for the Winterset Woods & Sterling Hills Trunk Sewer Main project, an increase of 81 calendar days to reach Substantial and Final Completion for a revised Substantial Completion Date of September 28, 2019, a true and accurate copy attached hereto as Change Order No. 1 and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

**BILL NO. 19-**

---

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Council of Infrastructure and Planning  
*Nancy K. Yendes*





# Lee's Summit

## Change Order Details

Winterset Woods & Sterling Hills Trunk Sewer Main

---

<b>Description</b>	Construction of approximately 122 LF of 8" diameter, 1,842 LF of 15" diameter, 1,281 LF of 18" diameter, and 41 LF of 24" diameter sanitary sewer, 13 precast manholes of various sizes and depths, and all associated appurtenances. Po # 122102 Funds 317 64.7% 315 35.3% Vendor # 25
<b>Prime Contractor</b>	Beemer Construction Co. Inc 606 SE Central Dr Blue Springs, MO 64014
<b>Change Order</b>	1
<b>Status</b>	Pending
<b>Date Created</b>	08/13/2019
<b>Type</b>	City Council Approval
<b>Summary</b>	Time adjustment resulting from abnormal weather conditions.
<b>Change Order Description</b>	Because of the abnormally wet spring, 81 calendar days are being added to this contract. In order to determine the number of days the project was impacted by the rains, MoDOT's Weighted Time Table for Contracts with No Time Exclusion was used. In summary, 533 work units were provided to complete the project. Between December 12, 2018 and May 28, 2019, the contractor was only able to use 53 work units as a result of the abnormal rain, leaving 480 work units to complete the project. Based on the Inspectors Diary entries, normal weather conditions resumed on May 29, 2019. Adding the 480 remaining work units to May 29, 2019 results in a substantial completion date of September 28, 2019 for an additional 81 days.
<b>Awarded Project Amount</b>	\$1,174,488.00

**Authorized Project Amount**    \$1,174,488.00  
**Change Order Amount**         \$0.00  
**Revised Project Amount**       \$1,174,488.00

## New Time Limits

Type	Pending Deadline	Pending Cost per Day
Calendar Days <b>(Primary)</b> Additional days to Reach Substantial Completion.	81.0 Calendar Days	\$1,100.00
Calendar Days Additional Days to reach Final Completion.	81.0 Calendar Days	\$500.00
2 time limits		

## Attachments

Document	Name	Description	Submission Date
Weighted_Time_Table.pdf	MoDOT Weighted Timetable	MoDOT Weighted Timetable for Projects with No Time Exclusions.	08/13/2019 10:16 AM CDT
1 attachment			

**Table 108.2.2 Weighted Time Table for Contracts with No Time Exclusion (to be used with Fig. 108.2.4)**

Day	January	February	March	April	May	June	July	August	September	October	November	December
1	2	3	4	5	6	7	8	9	10	11	12	13
1	0	32	88	154	244	356	487	614	738	834	919	978
2	1	34	90	157	247	360	492	618	742	837	921	979
3	2	36	92	160	250	364	497	622	746	840	923	980
4	3	38	94	163	253	368	497	626	750	843	925	981
5	4	40	96	166	256	372	502	630	754	846	927	982
6	5	42	98	169	259	376	507	634	758	849	929	983
7	6	44	100	172	262	380	512	638	762	852	931	984
8	7	46	102	175	265	384	517	642	765	855	933	985
9	8	48	104	178	268	388	522	646	768	858	935	986
10	9	50	106	181	271	392	526	650	771	861	937	987
11	10	52	108	184	274	396	530	654	774	864	939	988
12	11	54	110	187	277	400	534	658	777	867	941	989
13	12	56	112	190	280	404	538	662	780	870	943	990
14	13	58	114	193	284	408	542	666	783	873	945	991
15	14	60	116	196	288	412	546	670	786	876	947	992
16	15	62	118	199	292	416	550	674	789	879	949	993
17	16	64	120	202	296	420	554	678	792	882	951	994
18	17	66	122	205	300	424	558	682	795	885	953	995
19	18	68	124	208	304	428	562	686	798	888	955	996
20	19	70	126	211	308	432	566	690	801	891	957	997
21	20	72	128	214	312	437	570	694	804	894	959	998
22	21	74	130	217	316	442	574	698	807	897	961	999
23	22	76	132	220	320	447	578	702	810	900	963	1000
24	23	78	134	223	324	452	582	706	813	903	965	1000
25	24	80	136	226	328	457	586	710	816	905	967	1000
26	25	82	138	229	332	462	590	714	819	907	969	1000
27	26	84	140	232	336	467	594	718	822	909	971	1000
28	27	86	142	235	340	472	598	722	825	911	973	1000
29	28	86	145	238	344	477	602	726	828	913	975	1000
30	29		148	241	348	482	606	730	831	915	977	1000
31	30		151		352		610	734		917		1000



# Doc Express Document Signing History

## Contract: Winterset Woods & Sterling Hills Truck Sewer Main Document: Change Order 1

This document is in the process of being signed by all required signatories using the Doc Express service. Following are the signatures that have occurred so far.

Date	Signed By
08/13/2019	David Beemer Beemer Construction Co., Inc. Electronic Signature (Approved by Contractor)
	(Approved by Construction Manager)
	(Approved by City Engineer)
	(Approved by Director of PW)
	(Approved as to Form, Office of the City Attorney)
	(Approved by City Manager)
	(Attested by the City Clerk)

## Packet Information

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**File #:** TMP-1335, **Version:** 1

---

An Ordinance approving Change Order #1 to the contract with J.M. Fahey Construction Company for the Hook Road Shoulder project, an increase of \$300,495.00 for a revised contract price of \$1,699,729.50.

Issue/Request:

An Ordinance approving Change Order #1 to the contract with J.M. Fahey Construction Company for the Hook Road Shoulder project, an increase of \$300,495.00 for a revised contract price of \$1,699,729.50.

Key Issues:

- During construction, severe deterioration of the underlying pavement structure was identified over wide spread areas.
- To ensure long term success for the project, the decision was made to perform extensive full depth pavement patching and to provide additional pavement thickness where needed.
- Routine quantity adjustments and minor design changes are also being incorporated to address drainage issues identified during construction.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order #1 to the contract with J.M. Fahey Construction Company for the Hook Road Shoulder project, an increase of \$300,495.00 for a revised contract price of \$1,699,729.50.

Background:

During construction of the shoulder widening, severe deterioration of the existing pavement was observed. Staff reviewed the areas and determined full depth pavement patching was required. The full depth patching is anticipated to run 6 inches deep. Because additional depth may be encountered in some areas, additional tonnage is included in this change order. This change order also includes increasing the 2 inch asphaltic concrete surface to 3 inches along the roadway centerline if additional pavement structure is required following the patching operation. If it is determined the pavement is stable enough following the patching, this additional thickness may not be required. This change also includes several minor changes to address drainage issues identified during construction.

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Michael Anderson, Construction Manager

Recommendation: Staff recommends approval of an Ordinance approving Change Order #1 to the contract with J.M. Fahey Construction Company for the Hook Road Shoulder project, an increase of \$\$300,495.00 for a revised contract price of \$1,699,729.50.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 19-**

---

AN ORDINANCE APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH J.M. FAHEY CONSTRUCTION COMPANY FOR THE HOOK ROAD SHOULDER PROJECT, AN INCREASE OF \$300,495.00 FOR A REVISED CONTRACT PRICE OF \$1,699,729.50.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with J.M. Fahey Construction Company for the Hook Road Shoulder project, being undertaken by the City's Public Works Department;

WHEREAS, during construction, severe deterioration of the existing pavement structure was identified over wide spread areas;

WHEREAS, to ensure long term success for the project, the decision was made to perform extensive full depth pavement patching and to provide additional pavement thickness if needed; and,

WHEREAS, Routine quantity adjustments and minor design changes are also being incorporated to address drainage issues identified during construction.

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

SECTION 1. That the Change Order No. 1 to the contract with J.M. Fahey Construction Company for the Hook Road Shoulder project, an increase of \$300,495.00 for a revised contract price of \$1,699,729.50, a true and accurate copy attached hereto as Change Order No. 1 and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

**BILL NO. 19-**

---

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Council of Infrastructure and Planning  
*Nancy K. Yendes*



# Lee's Summit

## Change Order Details

Hook Road Shoulders (Arthur Dr to Ward Rd)

---

<b>Description</b>	Addition of 6-foot wide shoulders on both sides of Hook Road and a mill and overlay for the entire length from Arthur Drive to Ward Road <b>Project Number: 41832272</b> <b>Purchase Order: #123859</b> <b>Funds: 322</b> <b>Contractor: J.M. Fayhe - Vendor #8597</b>
<b>Prime Contractor</b>	J.M. Fahey Construction Company 408 High Grove Road Grandview, MO 64030
<b>Change Order</b>	1
<b>Status</b>	Draft
<b>Date Created</b>	08/12/2019
<b>Type</b>	City Council Approval
<b>Awarded Project Amount</b>	\$1,399,234.50
<b>Authorized Project Amount</b>	\$1,399,234.50
<b>Change Order Amount</b>	\$300,495.00
<b>Revised Project Amount</b>	\$1,699,729.50

DRAFT

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Base Bid- SW Hook Rd, Arthur Dr to Ward Rd</b>									
0002	2	SY	\$13.000	11,149.000	\$144,937.00	330.000	\$4,290.00	11,479.000	\$149,227.00
Aggregate Base, 9-Inch MoDOT Type 1									
<b>Reason:</b> Additional aggregate base is needed for road widening at east end of Hook Road and adjacent to Ward Road. This widening quantity was inadvertently left off the original bid items.									
0009	9	SY	\$80.000	1,167.000	\$93,360.00	100.000	\$8,000.00	1,267.000	\$101,360.00
Driveway, 6-Inch KCMMB 4K Concrete									
<b>Reason:</b> Change in quantity to account for additional driveway quantities that were required to meet existing site conditions found during construction.									
0014	14	TONS	\$72.750	4,139.000	\$301,112.25	1,350.000	\$98,212.50	5,489.000	\$399,324.75
Pavement, Asphalt, 2-Inch Surface-APWA Type 5									
<b>Reason:</b> The increase in surface asphalt is to account for the decision to add structure (depth) to the existing pavement. The existing road was found to be in worse shape than expected during construction and this decision was made to try to get more years of service out of the pavement once this project is completed.									
0023	23	TONS	\$90.000	207.000	\$18,630.00	800.000	\$72,000.00	1,007.000	\$90,630.00
Pavement Patch or Repair									
<b>Reason:</b> During construction the roadway base failed over very large areas that made a significant increase in the amount of pavement patching that would be required to bring the roadway back to acceptable standards.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0027	27	EA	\$12,500.000	1.000	\$12,500.00	-1.000	-\$12,500.00	0.000	\$0.00
Siren Relocation									
<b>Reason:</b> The siren relocation was removed from this contract. The Fire Department has there own contract to relocate storm sirens when necessary and this siren was relocated using that contract.									
0028	28	SY	\$6.500	1,831.000	\$11,901.50	500.000	\$3,250.00	2,331.000	\$15,151.50
Sod									
<b>Reason:</b> The increase in sod is to account for additional yards that needed to be graded									
0029	29	LF	\$50.250	654.000	\$32,863.50	250.000	\$12,562.50	904.000	\$45,426.00
Pipe, 12-INCH HDPE									
<b>Section: 2 - Alternate Bid - Hawthorn Ridge Improvements</b>									
0105	105	CY	\$8.250	257.000	\$2,120.25	200.000	\$1,650.00	457.000	\$3,770.25
Embankment									
0113	113	TONS	\$90.000	50.000	\$4,500.00	900.000	\$81,000.00	950.000	\$85,500.00
Pavement Patch or Repair, 6" APWA Type 1									
9 items			Totals		\$621,924.50		\$268,465.00		\$890,389.50

**New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - Base Bid- SW Hook Rd, Arthur Dr to Ward Rd</b>					

Change Order Details:  
Hook Road Shoulders (Arthur Dr to Ward Rd)



Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0033	33-C	SY	330.000	\$25.700	\$8,481.00
Pavement, Asphalt, 6-Inch Base-APWA Type 5					
<b>Reason:</b> Additional asphalt base is needed for road widening at east end of Hook Road and adjacent to Ward Road. This widening quantity was inadvertently left off the original bid items.					
0034	34-C	SY	167.000	\$22.000	\$3,674.00
Removal & Haul-off of Grouted Rip Rap					
<b>Reason:</b> Grouted rip rap in the ditch at 1400 SW Ward Road needed to be removed to accommodate proper ditch drainage after the new storm pipe was installed at the driveway at this location.					
<b>Section: 2 - Alternate Bid - Hawthorn Ridge Improvements</b>					
0117	117-C	LF	275.000	\$46.000	\$12,650.00
CG-2 Concrete Curb & Gutter (1516 Hook Rd)					
<b>Reason:</b> Additional curb is need to accommodate proper yard grading and to control storm water runoff at 1516 SW Hook Road.					
0118	118-C	EA	1.000	\$2,800.000	\$2,800.00
Concrete Drainage Swale					
<b>Reason:</b> Concrete drainage swale to control storm water runoff at 1516 SW Hook Road and direct the stormwater to the existing drainage structure.					
0119	119-C	LF	75.000	\$59.000	\$4,425.00
Concrete C1 Curb					
<b>Reason:</b> C1 curb is needed at 1500 SW Hook Road due to the existing grade adjacent to the road and the limited amount of area that can be graded while staying within the road right-of-way.					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
5 items					Total: \$32,030.00

**Time Limit Changes**

Type	Original Deadline	Current Deadline	Proposed Extension	Proposed Deadline
Calendar Days Final Completion <b>Reason:</b> Additional patching, curbing, and grading work	150.0 Days	150.0 Days	14.0 Days	164.0 Days
Calendar Days Substantial Completion <b>Reason:</b> Additional patching, curbing, and grading work	120.0 Days	120.0 Days	14.0 Days	134.0 Days
2 time limits				

DRAFT

## Packet Information

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**File #:** TMP-1342, **Version:** 1

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An Ordinance authorizing the execution of Modification No. 1 to the agreement dated March 26, 2019 (RFQ No. 568-32372) for professional engineering services for the Browning Street Extension - Browning Street to Hamblen Rd with Bartlett & West, Inc., for an increase of \$18,686.00 with an amended not to exceed amount of \$231,721.00, and authorizing the City Manager to enter into an agreement for the same.

### Issue/Request:

An ordinance authorizing the execution of Modification No. 1 to the agreement dated March 26, 2019 (RFQ No. 568-32372) for professional engineering services for the Browning Street Extension - Browning Street to Hamblen Rd with Bartlett & West, Inc., for an increase of \$18,686.00 with an amended not to exceed amount of \$231,721.00, and authorizing the City Manager to enter into an agreement for the same.

### Key Issues:

- The City and Bartlett & West, Inc. entered into an agreement dated March 26, 2019 (RFQ No. 568-32372) for professional engineering services.
- The City of Lee's Summit Water Utilities department requested an addition to scope for the extension of a sewer main to the Water Utilities property line.
- The City requested that Bartlett & West enter into negotiations with Union Pacific Railroad, on the city's behalf, to obtain Right of Way along Hamblen Road from the Water Utilities property, south to SE Bailey Rd.

### Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance authorizing the execution of Modification No. 1 to the agreement dated March 26, 2019 (RFQ No. 568-32372) for professional engineering services for the Browning Street Extension - Browning Street to Hamblen Rd with Bartlett & West, Inc., for an increase of \$18,686.00 with an amended not to exceed amount of \$231,721.00, and authorizing the City Manager to enter into an agreement for the same.

### Background:

The City and Bartlett & West, Inc. entered into an agreement (March 26, 2019) for professional engineering design services for the Extension of SE Browning Street from the current termination just south of SE Oldham Parkway to connect with SE Hamblen Road. After design began, it was discovered that several existing public improvements were outside the right of way along SE Hamblen Road. The property along Hamblen Road, between Bailey Road and the proposed Browning extension, is owned by the Union Pacific Railroad (UPRR).

As part of the Browning Street project, right of way must be acquired from the UPRR. The basic scope of services authorized Bartlett & West to negotiate with Union Pacific Railroad, on the City's behalf, for the right

of way needed to extend SE Browning Street. The same UPRR parcel abuts both Browning Street and Hamblen Road. Since the project will already be working with the UPRR, it would be advantageous to acquire the additional right of way along Hamblen Road to ensure the City's infrastructure is in the public right of way and to allow for future of the sidewalks to connect with Bailey Road. Combining the right of way acquisition for Browning and Hamblen will reduce the amount of time it would take to obtain the needed real estate.

Water Utilities also plans to add the extension of an existing 8-inch sewer main to the western limits of their property along Browning Street. Currently the main terminates midway across their property and the extension is in anticipation of service expansions for future development along SE Browning Street.

Impact/Analysis:

This modification to the agreement will allow the City to include the design of the new sewer main along Browning Street in anticipation of future development. Additionally, approval will allow the City to obtain needed Right of Way along SE Hamblen Road for future sidewalk improvements and ensure existing public infrastructure is in the public right of way.

Timeline:

Construction start date summer of 2020

Erin Ralovo, Staff Engineer

Staff recommends approval of an Ordinance authorizing the execution of Modification No. 1 to the agreement dated March 26, 2019 (RFQ No. 568-32372) for professional engineering services for the Browning Street Extension - Browning Street to Hamblen Rd with Bartlett & West, Inc., for an increase of \$18,686.00 with an amended not to exceed amount of \$231,721.00, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text here]

**BILL NO. 19-**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO THE AGREEMENT DATED MARCH 26, 2019 (RFQ NO. 568-32372) FOR PROFESSIONAL ENGINEERING SERVICES FOR THE BROWNING STREET EXTENSION – BROWNING STREET TO HAMBLEN RD WITH BARTLETT AND WEST, INC., FOR AN INCREASE OF \$18,686.00 WITH AN AMENDED NOT TO EXCEED AMOUNT OF \$231,721.00, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City and Bartlett & West, Inc. (hereinafter “Engineer”) entered into an agreement dated March 26, 2019 (RFQ No. 568-32372) for professional engineering services; and,

WHEREAS, the City desires to modify the base agreement with Engineer to provide additional scope of engineering services during design; and,

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

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

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby approves the first modification to the agreement for professional engineering services for the Browning Street Extension – Browning Street to Hamblen Road (RFQ No. 568-32372).

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of the first modification to the agreement for professional engineering services for the Browning Street Extension – Browning Street to Hamblen Road (RFQ No. 568-32372). Said contract is on file with the City of 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 \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Mayor William A. Baird

\_\_\_\_\_  
City Clerk Trisha Fowler Arcuri

**BILL NO. 19-**

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APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

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

**MODIFICATION NO. 1 TO AGREEMENT  
DATED 03/26/2019 (RFQ NO. 568-32372)  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR BROWNING STREET EXTENSION FROM BROWNING STREET TO HAMBLEN ROAD**

**THIS MODIFICATION TO AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Bartlett & West, Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated 03/26/2019 (RFQ No. 568-32372) for professional engineering services for Browning Street Extension from Browning Street to Hamblen Road (hereinafter "Base Agreement"); and

**WHEREAS**, City and Engineer desire to amend the provisions of the Base Agreement as provided herein; and

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

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

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

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

Article I of the Base Agreement, as amended, is hereby amended as shown in Exhibit A, entitled "Supplemental to Design Phase Services #1 – Browning Street Extension Project ", attached hereto and incorporated herein by reference.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

Article IV of the Base Agreement, as amended, is hereby amended to provide additional compensation to Engineer as follows:

- A. The additional compensation to be paid to Engineer for the amended Basic Services described in Article I, of this Modification No. 1, above shall not exceed the total sum of Eighteen Thousand Six Hundred Eighty Six Dollars (\$18,686.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Two Hundred Thirteen Thousand Seven hundred Twenty One Dollars (\$213,721.00).

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

All other terms of the Base Agreement not amended by this Modification to Agreement shall remain in full force and effect.

This Modification No. 1 to Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

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

**CITY OF LEE'S SUMMIT**

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

ATTEST:

\_\_\_\_\_  
City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes,  
Chief Counsel of Infrastructure and Planning  
Office of City Attorney

**ENGINEER:**

  
\_\_\_\_\_

BY: Bob Gilbert  
TITLE: Vice President

ATTEST:

\_\_\_\_\_



## Exhibit A

### Supplemental to Design Phase Services #1 – Browning Street Extension Project

#### **1. SURVEY AND DATA COLLECTION**

- 1.1 Perform additional topographic survey for additional entrance for water department building.
- 1.2 Develop project base map incorporating additional survey data.
- 1.3 Additional coordination with Union Pacific Railroad to acquire ROW at Bailey Road. City to provide legal descriptions and exhibits.

#### **2. 35% PLANS**

- 2.1 Develop geometry to tie-in the water utility access to Browning Street instead of current access on Hamblen Road.
- 2.2 Design sanitary sewer extension to west side of water department property line. Approximately 500 LF. Assume 8 inch diameter pipe.
- 2.3 Develop additional plan and profile sheets in 35% plans for the proposed improvements to the sanitary sewer.
- 2.4 Incorporate sanitary sewer into opinion of probable cost.
- 2.5 No permitting is included in this scope of services. Assumed there is no sanitary sewer permit required because extension is less than 1000 LF. City assumed to submit water line permit. Minor coordination expected.

#### **3. 65% PLANS**

- 3.1 Incorporate City comments into plans.
- 3.2 Develop additional driveway profile at Water Department building.
- 3.3 Additional effort to develop 65% plans with proposed improvements to the sanitary sewer and additional entrance to water department building.
- 3.4 Incorporate sanitary sewer into opinion of probable cost.

#### **4. 100% PLANS**

- 4.1 Incorporate City, utility and Union Pacific comments into the plans.
- 4.2 Additional effort to develop construction plans with proposed improvements to the sanitary sewer and additional entrance to water department building.
- 4.3 Additional effort to prepare Project Manual, including Project Special Provisions (PSP) and Division 0, 1, 2 and other specifications as required.
- 4.4 Incorporate sanitary sewer into opinion of probable cost.
- 4.5 Incorporate City and utility comments and submit final signed/sealed PDF documents to the City for bidding.

## Packet Information

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**File #:** TMP-1336, **Version:** 1

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An Ordinance authorizing the Mayor to execute the Reimbursable Agreement Sponsor Cost and Transfer Certification Form and turn the physical facilities back over to the Federal Aviation Administration.

Issue/Request:

An Ordinance authorizing the Mayor to execute the Reimbursable Agreement Sponsor Cost and Transfer Certification Form and turn over the physical facilities back over to the FAA.

Key Issues:

- As part of the 18/36 improvements, the FAA required City to relocate and rewire the PAPI's (Precision Approach Path Indicators)
- City received 90% federal funding and 5% State funding, leaving the City paying 5% towards the work
- Now that the work is complete, the City is ready to turn the physical facilities back over to the FAA

Proposed Committee Motion:

I move to recommend to City Council an Ordinance authorizing the Mayor to execute the Reimbursable Agreement Sponsor Cost and Transfer Certification Form and turn over the physical facilities back over to the FAA.

Background:

As part of the Runway 18/36 improvements, the Airport was required to relocate and rewire the FAA's PAPI's (Precision Approach Path Indicators). The work to relocate and to rewire the PAPI's was part of the runway construction contract and the City received 90% federal funding and 5% state funding for the work. It is now time to turn the physical facilities back over to the FAA. The FAA will operate and maintain the PAPI's going forward.

Bob Hartnett, Deputy Director of Public Works/Administration

Recommendation: Staff recommends approval of an Ordinance authorizing the Mayor to execute the Reimbursable Agreement Sponsor Cost and Transfer Certification Form and turn over the physical facilities back over to the FAA.

Committee Recommendation: [Enter Committee Recommendation text Here]



**BILL NO. 19-**

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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE REIMBURSABLE AGREEMENT SPONSOR COST AND TRANSFER CERTIFICATION FORM AND TURN THE PHYSICAL FACILITIES BACK OVER TO THE FEDERAL AVIATION ADMINISTRATION.

WHEREAS, as a part of the 18/36 improvements for the Municipal Airport, the Federal Aviation Administration (FAA) required the City to relocate and rewire the Precision Approach Path Indicators (PAPI); and,

WHEREAS, the work has now been completed and it is appropriate to turn over the physical facilities to the FAA.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of a Reimbursable Agreement Sponsor Cost and Transfer Certification Form between the Federal Aviation Administration and the City of Lee's Summit, Missouri to return the physical facilities back over to the FAA, which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Infrastructure and Planning  
*Nancy Yendes*

ATTACHMENT A

**Reimbursable Agreement Sponsor Cost and Transfer Certification Form**

<b>Agreement #</b>	AJW-FN-CSA-14-3056 _JON: N8027
<b>Agreement Title</b>	"Engineering reviews, construction oversight, and flight check of FAA facilities due to Runways 18/36 and 11/29 improvements at Lee's Summit Municipal Airport (LXT), Lee's Summit, Missouri"
<b>FAA JCN</b>	1498238
<b>Airport</b>	Lee's Summit Municipal Airport (LXT),
<b>City/State</b>	Lee's Summit, Missouri"

Item	LOC ID	FAC TYPE	Description (including type and dimensions)	Total Cost	Sign Off Date				FOR FAA USE ONLY	
					Sponsor		FAA PIM		JAI #	JAI Date
					Initials	Date	Initials	Date		
2	LXTB	PAPI	RWY 18 PAPI - Foundations, light and power stations, all pwr/cont/RF cables, lightning protection & grounding							
4	LXTC	PAPI	RWY 36 PAPI - Foundations, light and power stations, all pwr/cont/RF cables, lightning protection & grounding							
5										
6										
<b>Total</b>										

**Notes**

- 1: Sponsor to provide cost information only for expenditures over and above those incurred pursuant to Article 7 of the reimbursable agreement
2. PAPI infrastructure cost includes primary & secondary cabling, foundations and mounting fixtures.

**Signatures**

**Project Sponsor**

I hereby attest that I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (Organization). I hereby certify that I have the authority to transfer the above listed real and personal property assets on behalf of \_\_\_\_\_ (Organization) and that the subject property transferred on the date of the final inspection.

Signature	Date

**FAA Program Implementation Manager (PIM)**

On behalf of the FAA, I hereby attest that the work associated with the assets listed above has been completed and have been transferred.

Signature	Date

**FAA Contracting Officer (CO)**

On behalf of FAA, I hereby accept the transfer of the above listed real and personal property assets.

Signature	Date

*This document will be used to update the inventory of real and personal property assets.*