



## The City of Lee's Summit

### Final Agenda

#### Public Works Committee

Tuesday, June 19, 2018

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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Invocation

Pledge of Allegiance

Call to Order

Roll Call

Approval of Agenda

Approval of Action Letter

1. [2018-2080](#) Approval of the April 4, 2018, Action Letter

Public Comments

#### Business

2. [TMP-0907](#) An ordinance authorizing execution of Modification No. 3 to On-Call Agreement for Environmental Professional Engineering Services Yearly Contract with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. DBA SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R1) for annual tasks associated with the Resource Recovery Park for a not to exceed cost of \$76,200.00, and authorizing the City Manager to enter into an agreement for the same.

**Presenter:** David Lohe, Supervisory Engineer

3. [TMP-0925](#) An ordinance authorizing execution of a Contract in accordance with the City's On-Call Contract for Repair Services for Water, Wastewater, and Stormwater Infrastructure (Contract 2013-128/4R) with Wiedenmann, Inc. for installation of a leachate cut-off trench at the City's Resource Recovery Park for a not to exceed cost of \$63,681.00, and authorizing the City Manager to enter into an agreement for the same.

**Presenter:** David Lohe, Supervisory Engineer

4. [TMP-0914](#) An ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to December 31, 2018 of the State Block Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting State funds in the amount of \$9,372,772.00 for rehabilitate and strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 lighting improvements. (BOAC 6-11-18)

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

5. [TMP-0931](#) An ordinance approving change order #3 to the contract with Miles Excavation, Inc. for the Highway 50 Watermain, Blackwell to Harris project, an increase of \$39,549.93 for a revised contract price of \$687,556.17.

**Presenter:** Michael Anderson, Construction Manager

6. [TMP-0932](#) An ordinance authorizing the execution of an agreement by and between the City of Lee's Summit and the Villas at Summit Ridge HOA which serves as the controlling association of properties within the Villas at Summit Ridge subdivision for an additional street light at NE Lakewood Way and NE Kensington Drive

**Presenter:** Scott Ward, Senior Staff Engineer

7. [TMP-0933](#) An ordinance authorizing execution of an agreement with Wilson & Company, Inc., Project No. 73-3221 (original RFQ No. 11001-D), in an amount not to exceed \$380,840.00 for Professional Engineering Services for the Chipman Road Improvements from View High Drive to Bent Tree Drive.

**Presenter:** Craig Kohler, Senior Staff Engineer

8. [TMP-0934](#) An ordinance authorizing the execution of modification No. 1 to agreement dated February 5, 2017 (RFQ NO. 2017-305A) for professional Engineering Services for Gateway Drive improvements by and between the City of Lee's Summit, Missouri, and Garver, LLC, for a net increase of \$7,822.00 with a revised contract amount not to exceed \$128,224.00.

**Presenter:** Karen Quackenbush, Staff Engineer

### Items for Discussion

9. [2018-2112](#) Discussion on Transfer Station construction at the Resource Recovery Park.

**Presenter:** Bob Hartnett, Deputy Director of Public Works/Administration and Nancy K. Yendes, Chief Counsel of Infrastructure and Planning

### 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 #:** 2018-2080, **Version:** 1

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Approval of the April 4, 2018, Action Letter

Issue/Request:

Approval of the April 4, 2018, Action Letter.

Proposed Committee Motion:

I move for approval of the Action Letter dated April 4, 2018.

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

Wednesday, April 4, 2018

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

The April 4, 2018 Public Works Committee meeting was called to order by Chairman Faith, at 5:32 p.m. at City Hall, 220 SE Green St., 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.

ROLL CALL

**Present:** 4 - Councilmember Rob Binney  
Chairperson Craig Faith  
Councilmember Diane Seif  
Vice Chair Fred DeMoro

1. APPROVAL OF AGENDA

**A motion was made by Councilmember Seif, seconded by Vice Chair DeMoro, to approve the agenda as posted. The motion carried by a unanimous 4-0 vote.**

2. PUBLIC COMMENTS

None

3. APPROVAL OF ACTION LETTER

A. [2018-1986](#) Approval of the March 20, 2018 Action Letter

**A motion was made by Councilmember Seif, seconded by Vice Chair DeMoro, to approve the Public Works Committee Action Letter dated March 20, 2018. The motion carried by a unanimous 4-0 vote.**

4. BUSINESS

A. [2018-1983](#) Additional Discussion of 2017 CIP Sales Tax Project Priorities

Ms. Dena Mezger, Director of Public Works, presented additional information and options for the 2017 CIP sales tax project priorities.

Councilmember Binney asked to see Options 1 & 2, and discussion ensued about each option. Vice Chairman DeMoro asked for clarification on the downtown parking structure. Ms. Dena Mezger, Director of Public Works, answered his inquiries. Councilmember Binney stated he thought the Pryor Road Phase 2 should be moved up on the schedule.

Councilmember Seif stated she would recommend Option 1 with Douglas Street in the first five year budget.

**A motion was made by Councilmember Binney, seconded by Councilmember Seif, to recommend to City Council the 2017 CIP sales tax project priorities to include Option 1, with Douglas Street in the first five year group and Pryor Road Phase 2 in the second five year group, in the City's proposed 2019-2024 Capital Improvement Plan (CIP). The motion carried by a unanimous 4-0 vote.**

## 5. ROUNDTABLE

Councilmember Binney asked for an update on the landfill. Mr. Bob Hartnett, Deputy Director of Public Works, responded that the landfill is expected to reach capacity in approximately July 2019, and transfer station negotiations continue. Councilmember Seif inquired about the North Recycling Center. Ms. Dena Mezger, Director of Public Works, responded that the City has not received a signed agreement from the City of Kansas City, Missouri yet.

Vice Chairman DeMoro asked for clarification on the budget for Colbern Road and the federal dollars for the Buck O'Neil Bridge in Kansas City. Discussion with Ms. Mezger ensued. Vice Chairman DeMoro also wanted to clarify Option 1 projects, such as the downtown parking structure, Douglas Street and Colbern Road, of the proposed 2019-2024 Capital Improvement Plan (CIP). Discussion ensued on land acquisition for the parking garage, and the schedule for the Douglas Street project.

## 6. ADJOURNMENT

The April 4, 2018 Public Works Committee meeting was adjourned by Chairman Faith at 6:30 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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## Packet Information

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**File #:** TMP-0907, **Version:** 2

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An ordinance authorizing execution of Modification No. 3 to On-Call Agreement for Environmental Professional Engineering Services Yearly Contract with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. DBA SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R1) for annual tasks associated with the Resource Recovery Park for a not to exceed cost of \$76,200.00, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An ordinance authorizing execution of Modification No. 3 to On-Call Agreement for Environmental Professional Engineering Services Yearly Contract with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. DBA SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R1) for annual tasks associated with the Resource Recovery Park for a not to exceed cost of \$76,200.00, and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- The City has entered into an On-Call Agreement with SCS Engineers to provide environmental professional engineering services (Renewal 2017-307/R1)
- The City is currently required to submit regular regulatory reports to the Missouri Department of Natural Resources (MDNR).
- The tasks specified in this Modification are required of the City for FY19 as owner of the Resource Recovery Park.

Proposed Committee Motion:

I move to recommend to City Council approval of an ordinance authorizing execution of Modification No. 3 to On-Call Agreement for Environmental Professional Engineering Services Yearly Contract with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. DBA SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R1) for annual tasks associated with the Resource Recovery Park for a not to exceed cost of \$76,200.00, and authorizing the City Manager to enter into an agreement for the same.

Background:

The landfill operation is controlled by Missouri Department of Natural Resources regulations that require extensive sampling efforts, data analysis, and engineering reports. The purpose of this agreement is to obtain engineering services to perform the tasks needed to comply with the state regulatory requirements. Even though the City has outsourced the landfill operations, there are regulatory obligations that remain with the City as owner of the property. Likewise, Heartland Environmental Services have a similar contract covering operator requirements.

Tasks from year to year change, only when necessary, based on the anticipated scope of services needed for the upcoming year. As the landfill nears closure, many tasks are related to engineering support regarding soil usage, landfill closure and post-closure, permit review and submittals, utility support, and planning.

Impact/Analysis:

Services are required to meet MDNR requirements.

Timeline:

Start: July 1, 2018

Finish: June 30, 2019

Other Information/Unique Characteristics:

David Lohe, Supervisory Engineer

Recommendation: Staff recommends approval of an ordinance authorizing execution of Modification No. 3 to On-Call Agreement for Environmental Professional Engineering Services Yearly Contract with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. DBA SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R1) for annual tasks associated with the Resource Recovery Park for a not to exceed cost of \$76,200.00, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 18-**

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AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 3 TO ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS (ORIGINAL RFQ NO. 2017-307, RENEWAL 2017-307/R1), FOR ANNUAL TASKS ASSOCIATED WITH THE RESOURCE RECOVERY PARK FOR A NOT TO EXCEED COST OF \$76,200.00, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, City and Engineer entered into an agreement for on-call environmental engineering services with SCS Engineers (RFQ No. 2017-307)(Base Agreement) and renewed in 2018; and,

WHEREAS, Environmental tasks are required to be completed for FY19; and,

WHEREAS, City and Engineer desire to modify Articles I and IV of the Base Agreement to provide specific services required for the landfill and establish a not to exceed rate for those tasks and services; and,

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 Modification No. 3 to the On-Call Agreement for environmental professional engineering services for the City's Resource Recovery Park, by and between the City of Lee's Summit and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers, generally for reporting to the Missouri Department of Natural Resources related to the City owned landfill at Resource Recovery Park, attached hereto and incorporated by reference as if fully set forth herein, for a not to exceed amount of \$76,200.00, and authorizes the execution of the same by the City Manager.

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 \_\_\_\_\_, 2018.

ATTEST:

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

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



**BILL NO. 18-**

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APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2018

ATTEST:

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

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

APPROVED AS TO FORM:

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

**MODIFICATION NO. 3 TO ON-CALL AGREEMENT FOR  
ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT  
(ORIGINAL RFQ NO. 2017-307, RENEWAL 2017-307/R1)  
FOR THE RESOURCE RECOVERY PARK**

**THIS MODIFICATION NO. 3** is made to the On Call Agreement for Environmental Professional Engineering Services Yearly Contract (RFQ No. 2017-307) ("Agreement") by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City"), and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereinafter "Engineer") to authorize performance of the following On-Call Services:

**Task 1: Landfill Airspace Volume Calculations**

Engineer will provide services associated with the preparation of the 2019 annual volume calculations for the Lee's Summit Resource Recovery Park (LSRRP) sanitary landfill. Services will include subcontracting with a topographic mapping firm to prepare the appropriate map of the disposal and borrow areas at the site. The City or its representatives will provide ground control as necessary. The aerial survey will be conducted around the first of March 2019. Engineer will prepare a final report that summarizes the project. The summary will include drawings depicting existing topography, remaining landfill airspace, and remaining borrow soil. Other information will include available soil quantities, refuse placed, waste-to-soil ratio, compaction factor, fill rate, and remaining life of the landfill. The City or their Contractor will provide tonnage reports for the period of time being reviewed and other waste estimates and operational information.

Up to two quarterly volume calculation packages may also be completed. If requested, these calculations will review volume utilization on a per-month basis for the time period between surveys. It is assumed that survey data of fill areas will be provided by others to Engineer for completion of calculations. Calculations will assess volume used and estimate remaining fill life as well as estimated closure date.

**Task 2: Closure and Post-Closure Plan and Cost Estimate Updates**

Engineer will prepare the 2018 update to the closure and post-closure plans for the LSRRP sanitary landfill. These updates will include modifications to the LSRRP sanitary landfill closure and post-closure plans and update the cost estimates in July 2018 per 10 CSR 80-2.030(f)(B) 2.D. of the Missouri Solid Waste Management Law.

**Task 3: Progress and Regulatory Meetings**

Engineer will attend monthly and other meetings at City request that may not be specifically related to other scope items.

**Task 4: Closure Coordination**

Engineer will assist the City with preparing for closure of the landfill. Assistance may include development of schedules, long-term evaluations of facility

operations, specifications for contractor work, pre-construction meeting preparation and attendance, and tasks agreed to by the parties.

**Task 5: Engineering Contract Support**

Engineer will assist the City by providing review of third-party contractor requests and other information in support of the third-party contract for services as agreed to by the parties.

**Task 6: Flow Meter Maintenance**

Engineer will coordinate calibration, cleaning, and servicing of two Teledyne Isco 2160 Laserflow surface velocity meters at the site on a quarterly basis. A report will be provided to summarize the activities completed on a semiannual basis.

**Task 7: Title V Termination**

Upon receipt of the final waste into the landfill, Engineer will update the LandGem model to determine the estimated NMOC emissions from the facility at the current time and projected into the future. Assuming the projected NMOC emissions do not exceed the regulatory threshold for installation of a landfill gas system, SCS will prepare a permit modification request to terminate the Title V permit for the facility.

**Task 8: Update Closure/Post-Closure Financial Model**

Engineer will meet with the City up to two times and provide input and data to update the post-closure financial model.

**Task 9: On-Call Services**

Engineer will provide services for projects and reports pertaining to the LSRRP sanitary landfill operation on an as needed during the contract period. This work may include providing assistance for meetings with MDNR, the City Council, or the public.

The total fees (hourly fees and expenses) for the On-Call Services added by this Modification No. 3 shall not exceed the total sum of seventy-six thousand two hundred dollars (\$76,200.00) without a modification to the contract. The estimated budget for the work under this Modification No. 3 is identified in the table below:

On-Call Services added by this Modification No. 3 will be billed hourly at the rates set forth in Attachment A of Modification No. 2 to the Agreement. Expenses incurred to provide such On-Call Services shall also be billed as set forth in Attachment A of Modification No. 2.



Task 1	Airspace Analysis	\$20,000.00
Task 2	Closure/Post-Closure Cost Updates	\$3,700.00
Task 3	Progress and Regulatory Meetings	\$8,000.00
Task 4	Closure Coordination	\$10,000.00
Task 5	Engineering Contract Support	\$5,000.00
Task 6	Flow Meter Maintenance	\$7,000.00
Task 7	Title V Termination	\$5,000.00
Task 8	Update Closure/Post-Closure Financial Model	\$2,500.00
Task 9	On-Call	\$15,000.00
	<b>Tasks 1 through 10</b>	<b>\$76,200.00</b>

Individual task budgets for information purposes. Budget is an overall number for all tasks.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the \_\_\_\_ day of \_\_\_\_\_ 2018.

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

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

**SCS ENGINEERS:**



BY: Anastasia Welch

TITLE: Vice President

ATTEST:



## Attachment A

# SCS ENGINEERS

### FY 2019 STANDARD FEE SCHEDULE

<b>Labor Category</b>	<b>Rate</b>
Senior Project Advisor .....	\$216
Senior Project Director .....	\$190
Project Director .....	\$175
Project Advisor .....	\$165
Senior Project Manager .....	\$154
Project Manager .....	\$139
Senior Project Professional .....	\$128
Project Professional .....	\$113
Staff Professional .....	\$97
Associate Professional .....	\$87
Designer .....	\$77
CADD/Graphics .....	\$67
Senior Technician .....	\$77
Technician .....	\$62
Project Administrator .....	\$77
Administrative Assistant .....	\$56

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

#### **General Terms:**

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through June 30, 2019. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 5 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.



# SCS ENGINEERS

## FY 2019 STANDARD FEE SCHEDULE

### Printing Services

24-inch by 36-inch plots .....	\$25.00 each
36-inch by 48-inch plots .....	\$25.00 each
Additional Report Copies (varies depending on report) .....	\$25.00 - \$50.00 per report

### Support Vehicles

Support Vehicle .....	\$0.70 per mile
SCS Support Truck .....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer .....	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck .....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle .....	Cost plus 5%

### Per Diem and Travel

Hotel, Airfare .....	Cost plus 5%
Full-Day Meal Allowance .....	\$46.00 per day
Half-Day Meal Allowance .....	\$23.00 per day

### Field Equipment and Supplies

Track-mounted Geoprobe® .....	\$750.00 per day
All Terrain Vehicle (ATV/UTV) .....	\$75.00 per day
Field Sampling Trailer .....	\$350.00 per day
GPS Surveying System .....	\$225.00 per day
Total Station Survey Equipment .....	\$120.00 per day
Misc. Survey Tools/Equipment .....	\$10.00 per day
Nuclear Density Gauge .....	\$100.00 per day
Photoionization Detector (PID) .....	\$100.00 per day
Water Level Indicator (≤300 foot) .....	\$30.00 per day
Oil/Water Interface Probe .....	\$60.00 per day
pH/Temperature/Conductivity Meter (for water) .....	\$20.00 per day
Peristaltic Pump .....	\$40.00 per day
Hand Augers (10-foot) .....	\$15.00 per day
Measuring Tape/Wheel .....	\$5.00 per day
Hand-held GPS Unit .....	\$25.00 per day
Generator .....	\$75.00 per day
Air Compressor (5 gallon) .....	\$25.00 per day
Electro fusion Machine .....	\$120.00 per day
Flow-Thru Multi-Parameter Meter .....	\$150.00 per day
Turbidimeter .....	\$35 per day
Composite Sampler .....	\$75 per day
QED Pump Controller .....	\$100 per day
GEM 2000 .....	\$150 per day
Flow Probe (15-foot) .....	\$15 per day
Digital Camera .....	\$10 per day
Expendable Equipment, Supplies & Rentals .....	Cost + 5%

Note: The rates shown above are effective through June 30, 2019 and are subject to revision thereafter.

**ON-CALL AGREEMENT FOR  
ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT  
(RFQ NO. 2017-307)**

**THIS ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT (RFQ NO. 2017-307) ("Agreement")** is made and entered into this 12 day of June, 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City"), and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City desires to have an on-call professional engineer for environmental professional engineering services; and

**WHEREAS**, Engineer has submitted a proposal for the on-call environmental professional engineering services and standard hourly rates and expenses to perform said services; and

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

**WHEREAS**, Engineer represents that it is equipped, competent, and able to undertake such an assignment;

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

**ARTICLE I  
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following environmental professional engineering services to the City on an on-call basis ("On-Call Services"):

1. Environmental services specific to the Lee's Summit Resource Recovery Park (LSRRP) sanitary landfill where the City is responsible for this service;
2. Environmental services specific to the Municipal Airport where the City is responsible for this service; and
3. Environmental services specific to the City's Missouri Department of Natural Resources (MDNR) issued National Pollutant Discharge Elimination System (NPDES) Permit where the City is responsible for this service.

All such On-Call Services shall be authorized in a written modification to this Agreement or Memorandum of Authorization, as further set forth in Article II.

**ARTICLE II  
SERVICES TO BE PROVIDED BY ENGINEER BY MODIFICATION OR  
MEMORANDUM OF AUTHORIZATION**

By entering into this Agreement, City is not obligated to select Engineer to provide environmental professional engineering services beyond those services authorized in Article I above. City may, however, engage Engineer to provide additional services beyond the On-Call Services ("Additional Services"). For all On-Call Services and Additional Services, City and Engineer shall enter into a written modification to this Agreement or Memorandum of Authorization describing (a) the scope of services to be provided by Engineer and City, (b) compensation to the Engineer for services to be provided, (c) required deliverables or products from the Engineer to the City, and (d) completion times for said services. The compensation to be paid Engineer pursuant to any modification or Memorandum of Authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference, unless otherwise set forth in the modification or Memorandum of Authorization. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Engineer first entering into a written modification or Memorandum of Authorization.

**ARTICLE III  
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

On-Call Services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Engineer shall provide a monthly written statement of all On-Call Services provided in the preceding month to the Department of Public Works Supervisory Engineer.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, or any modifications thereto or Memoranda of Authorization issued thereunder, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, or any modifications thereto or Memoranda of Authorization issued thereunder, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer according to the following provisions:

- A. The cost of all On-Call Services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the On-Call Services shall be billed as set forth in Exhibit A.
- B. Compensation for services to be provided by Engineer pursuant to Article II above shall be set forth in the applicable modification or Memorandum of Authorization, and shall be at the rates set forth in the attached Exhibit A, or as otherwise set forth in the modification or Memorandum of Authorization.



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

1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
2. Invoice Number and Date.
3. Purchase Order Number issued by the City.
4. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
5. Report of monthly progress describing the services completed to date and projected completion time for the work.
6. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

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

#### **ARTICLE V TERM**

The term of this Agreement shall be a one (1) year period from July 1, 2017 through June 30, 2018. City shall have the option to renew this Agreement at its discretion, for two (2) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Engineer shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Engineer shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

#### **ARTICLE VI INSURANCE**

##### **A. CERTIFICATE OF INSURANCE**

The Engineer shall secure and maintain, throughout the duration of this Agreement, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.

**B. NOTICE OF CLAIM**

The Engineer shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this Agreement. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

**C. INDUSTRY RATING**

The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.

**D. SUB-CONSULTANT'S INSURANCE**

If any part of the contract is to be sublet, the Engineer shall either:

Cover all sub-consultants in the Engineer's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.

**E. SELF-INSURED RETENTIONS / DEDUCTIBLES**

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

**F. PROFESSIONAL LIABILITY**

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

**G. COMMERCIAL GENERAL LIABILITY POLICY**

Limits:

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

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

H. AUTOMOBILE LIABILITY

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

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

Limits:

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

I. WORKERS' COMPENSATION

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

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

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

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

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Engineer and City, and the compensation and completion times for said services.
- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. **Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  2. **Termination for Cause:** This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
  3. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses,

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

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

- O. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- Q. **SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- R. **ANTI-DISCRIMINATION CLAUSE:** Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- S. **DELAY IN PERFORMANCE:** Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- T. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.
- U. **NOTICE:** Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

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

and notices to Engineer shall be addressed to:

SCS Engineers  
7311 West 130<sup>th</sup> Street, Suite 100  
Overland Park, Kansas 66213

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

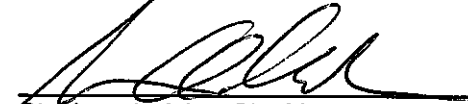
**ARTICLE VIII  
ALL OTHER TERMS REMAIN IN EFFECT**

Reserved.

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

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the 12 day of June, 2017.

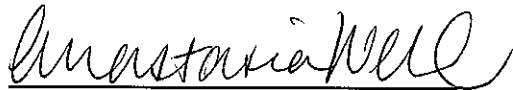
**CITY OF LEE'S SUMMIT**

  
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

  
Nancy K. Yendes, Chief Council of Infrastructure and Planning,  
Office of City Attorney

**SCS ENGINEERS**



BY: Anastasia Welch

TITLE: Vice President

ATTEST:



## Exhibit A

### SCS ENGINEERS

#### FY 2018 STANDARD FEE SCHEDULE

<b>Labor Category</b>	<b>Rate</b>
Senior Project Advisor .....	\$210
Senior Project Director .....	\$185
Project Director .....	\$170
Project Advisor .....	\$160
Senior Project Manager .....	\$150
Project Manager .....	\$135
Senior Project Professional .....	\$125
Project Professional .....	\$110
Staff Professional .....	\$95
Associate Professional .....	\$85
Designer .....	\$75
CADD/Graphics .....	\$65
Senior Technician .....	\$75
Technician .....	\$60
Project Administrator .....	\$75
Administrative Assistant .....	\$55

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

#### **General Terms:**

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through June 30, 2018. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 5 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.





# SCS ENGINEERS

## FY 2018 STANDARD FEE SCHEDULE

### Printing Services

24-inch by 36-inch plots .....	\$25.00 each
36-inch by 48-inch plots .....	\$25.00 each
Additional Report Copies (varies depending on report) .....	\$25.00 - \$50.00 per report

### Support Vehicles

Support Vehicle .....	\$0.70 per mile
SCS Support Truck .....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer .....	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck .....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 5%

### Per Diem and Travel

Hotel, Airfare .....	Cost plus 5%
Full-Day Meal Allowance.....	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

### Field Equipment and Supplies

Track-mounted Geoprobe® .....	\$750.00 per day
All Terrain Vehicle (ATV/UTV) .....	\$75.00 per day
Field Sampling Trailer .....	\$350.00 per day
GPS Surveying System .....	\$225.00 per day
Total Station Survey Equipment.....	\$120.00 per day
Misc. Survey Tools/Equipment .....	\$10.00 per day
Nuclear Density Gauge .....	\$100.00 per day
Photoionization Detector (PID) .....	\$100.00 per day
Water Level Indicator (≤300 foot).....	\$30.00 per day
Oil/Water Interface Probe .....	\$60.00 per day
pH/Temperature/Conductivity Meter (for water) .....	\$20.00 per day
Peristaltic Pump .....	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel.....	\$5.00 per day
Hand-held GPS Unit .....	\$25.00 per day
Generator.....	\$75.00 per day
Air Compressor (5 gallon) .....	\$25.00 per day
Electro fusion Machine .....	\$120.00 per day
Flow-Thru Multi-Parameter Meter .....	\$150.00 per day
Turbidimeter .....	\$35 per day
Composite Sampler.....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera.....	\$10 per day
Expendable Equipment, Supplies & Rentals .....	Cost + 5%

Note: The rates shown above are effective through June 30, 2018 and are subject to revision thereafter.

**ONE-YEAR RENEWAL FOR  
ON-CALL AGREEMENT FOR ENVIRONMENTAL  
PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT  
(ORIGINAL RFQ NO. 2017-307) (RENEWAL 2017-307/R1) AND  
MODIFICATION NO. 2 TO AGREEMENT**

**THIS RENEWAL OF ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES and MODIFICATION NO. 2 TO AGREEMENT** is hereby made by the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City").and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City entered into the above referenced On Call Agreement dated June 12, 2017, for Environmental Professional Engineering Services Yearly Contract (RFQ NO. 2017-307) (the "Agreement"); and

**WHEREAS**, the Agreement was for a term of one year, from July 1, 2017 to June 30, 2018, with two one-year renewal options; and

**WHEREAS**, City and Engineer desire to renew the Agreement for a period of one year as stated below;


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

1. City hereby exercises its option to renew the Agreement for a period commencing on July 1, 2018, and ending on June 30, 2019;
2. In accordance with Article V of the Agreement the City authorizes an increase in billing rates aligned with the Employment Cost Index, Wages and Salaries for Professional, Scientific and Technical Services published by the U.S. Department of Labor, Bureau of Labor Statistics for the period ending December 2017, and which is reflected in the attached Fee Schedule (Attachment A), and
3. Both parties agree that all terms of the Agreement and Modification No. 2 shall continue in full force and effect for the term of this renewal period.


**THIS RENEWAL OF AGREEMENT and MODIFICATION NO. 2 TO AGREEMENT** shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

*9<sup>th</sup>* **IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on this \_\_\_\_\_ day of *may*, 2018.

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

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

**SCS ENGINEERS**

  
\_\_\_\_\_

BY: Anastasia Welch

TITLE: Vice President

ATTEST:

  
\_\_\_\_\_



## Attachment A

# SCS ENGINEERS

## FY 2019 STANDARD FEE SCHEDULE

<b>Labor Category</b>	<b>Rate</b>
Senior Project Advisor .....	\$216
Senior Project Director .....	\$190
Project Director .....	\$175
Project Advisor .....	\$165
Senior Project Manager .....	\$154
Project Manager .....	\$139
Senior Project Professional .....	\$128
Project Professional .....	\$113
Staff Professional .....	\$97
Associate Professional .....	\$87
Designer .....	\$77
CADD/Graphics .....	\$67
Senior Technician .....	\$77
Technician .....	\$62
Project Administrator .....	\$77
Administrative Assistant .....	\$56

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

### General Terms:

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through June 30, 2019. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 5 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.



# SCS ENGINEERS

## FY 2019 STANDARD FEE SCHEDULE

### Printing Services

24-inch by 36-inch plots .....	\$25.00 each
36-inch by 48-inch plots .....	\$25.00 each
Additional Report Copies (varies depending on report) .....	\$25.00 - \$50.00 per report

### Support Vehicles

Support Vehicle .....	\$0.70 per mile
SCS Support Truck .....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer .....	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck .....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 5%

### Per Diem and Travel

Hotel, Airfare .....	Cost plus 5%
Full-Day Meal Allowance.....	\$46.00 per day
Half-Day Meal Allowance .....	\$23.00 per day

### Field Equipment and Supplies

Track-mounted Geoprobe® .....	\$750.00 per day
All Terrain Vehicle (ATV/UTV) .....	\$75.00 per day
Field Sampling Trailer .....	\$350.00 per day
GPS Surveying System .....	\$225.00 per day
Total Station Survey Equipment .....	\$120.00 per day
Misc. Survey Tools/Equipment .....	\$10.00 per day
Nuclear Density Gauge .....	\$100.00 per day
Photoionization Detector (PID) .....	\$100.00 per day
Water Level Indicator (≤300 foot).....	\$30.00 per day
Oil/Water Interface Probe .....	\$60.00 per day
pH/Temperature/Conductivity Meter (for water) .....	\$20.00 per day
Peristaltic Pump .....	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel.....	\$5.00 per day
Hand-held GPS Unit .....	\$25.00 per day
Generator.....	\$75.00 per day
Air Compressor (5 gallon) .....	\$25.00 per day
Electro fusion Machine .....	\$120.00 per day
Flow-Thru Multi-Parameter Meter .....	\$150.00 per day
Turbidimeter .....	\$35 per day
Composite Sampler .....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera .....	\$10 per day
Expendable Equipment, Supplies & Rentals .....	Cost + 5%

Note: The rates shown above are effective through June 30, 2019 and are subject to revision thereafter.



## Packet Information

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**File #:** TMP-0925, **Version:** 2

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An ordinance authorizing execution of a Contract in accordance with the City's On-Call Contract for Repair Services for Water, Wastewater, and Stormwater Infrastructure (Contract 2013-128/4R) with Wiedenmann, Inc. for installation of a leachate cut-off trench at the City's Resource Recovery Park for a not to exceed cost of \$63,681.00, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An ordinance authorizing execution of a Contract in accordance with the City's On-Call Contract for Repair Services for Water, Wastewater, and Stormwater Infrastructure (Contract 2013-128/4R) with Wiedenmann, Inc. for installation of a leachate cut-off trench at the City's Resource Recovery Park for a not to exceed cost of \$63,681.00, and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- The City has entered into an On-Call contract (Contract 2013-128/4R) with Wiedenmann, Inc. to mitigate failures in buried systems that are causing environmental damage. Time and material rates have been established in the agreement.
- An underground leak has surfaced at Lee's Summit Landfill.
- The Missouri Department of Natural Resources (MDNR) requires leachate leaks to be fixed in a reasonable timeframe.
- The City worked with SCS Engineers to produce a fix design that is acceptable to MDNR.

Proposed Committee Motion:

I move to recommend to City Council approval of an ordinance authorizing execution of a Contract in accordance with the City's On-Call Contract for Repair Services for Water, Wastewater, and Stormwater Infrastructure (Contract 2013-128/4R) with Wiedenmann, Inc. for installation of a leachate cut-off trench at the City's Resource Recovery Park for a not to exceed cost of \$63,681.00, and authorizing the City Manager to enter into an agreement for the same.

Background:

On February 22, 2017, orange stained water was noted seeping out of the east embankment of the east perimeter road around the City's landfill facility. SCS Engineers, the City's on-call environment engineer was notified and promptly took samples for testing which determined that the seep was likely leachate. The Water Protection Program (WWP) and Solid Waste Management Program (SWMP) of MDNR were notified. After notification a berm was constructed to intercept leachate and prevent it from reaching the creek to the east. A pump was placed upstream of the berm to pump out accumulated leachate and send it to the sanitary sewer system via existing infrastructure at the landfill.

Notices of Violation were received from both WWP and SWMP requiring a permanent fix to the seep. SCS and City staff evaluated the potential causes of the seep and worked together considering several fix alternatives. A Work Plan was assembled to present to MDNR. After meeting with MDNR and continued correspondence, an acceptable Work Plan

was developed and has been approved by MDNR.

There is a dispute with the contractor operating the landfill over payment for this work. However, the City is not able to wait for that dispute to be resolved to comply with MDNR regulations and the City's permit for the landfill. The City is seeking reimbursement for this cost as a part of a lawsuit that is set for trial in November.

The agreed upon fix is to construct a cut-off trench, down to bedrock, partially filled with a cement/bentonite slurry to block subsurface seepage from reaching the ground surface of the embankment to the east.

Impact/Analysis:

Construction is required in response to MDNR violations

Timeline:

Start: July 30, 2018

Finish: August 30, 2018

Other Information/Unique Characteristics:

David Lohe, Supervisory Engineer

Recommendation: Staff recommends approval of an ordinance authorizing execution of a Contract in accordance with the City's On-Call Contract for Repair Services for Water, Wastewater, and Stormwater Infrastructure (Contract 2013-128/4R) with Wiedenmann, Inc. for installation of a leachate cut-off trench at the City's Resource Recovery Park for a not to exceed cost of \$63,681.00, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 18-**

---

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT IN ACCORDANCE WITH THE CITY'S ON-CALL CONTRACT FOR REPAIR SERVICES FOR WATER, WASTEWATER, AND STORMWATER INFRASTRUCTURE (CONTRACT 2013-128/4R) WITH WIEDENMANN, INC. FOR INSTALLATION OF A LEACHATE CUT-OFF TRENCH AT THE CITY'S RESOURCE RECOVERY PARK FOR A NOT TO EXCEED COST OF \$63,681.00, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, City and Contractor entered into an agreement for On-Call Repair Services for Water, Wastewater, & Stormwater Infrastructure with Wiedenmann, Inc. (Contract 2013-128/4R); and,

WHEREAS, an underground leachate leak has surfaced at the Lee's Summit Landfill and must be fixed to the satisfaction of the Missouri Department of Natural Resources (MDNR); and,

WHEREAS, SCS Engineers and the City have produced a design and work plan acceptable to MDNR; and,

WHEREAS, City wishes to contract Wiedenmann, Inc. for a not to exceed cost of \$63,681.00.

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 Contract for installation of a Leachate Cut-off Trench at the City's Resource Recovery Park, by and between the City of Lee's Summit and Wiedenmann, Inc., attached hereto and incorporated by reference as if fully set forth herein, for a not to exceed amount of \$63,681.00, and authorizes the execution of the same by the City Manager.

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 \_\_\_\_\_, 2018.

ATTEST:

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

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



**BILL NO. 18-**

---

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2018

ATTEST:

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

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

APPROVED AS TO FORM:

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

**CONTRACT FOR REPAIR SERVICES IN ACCORDANCE WITH ON-CALL CONTRACT 2013-128/4R FOR INSTALLATION OF A LEACHATE CUT-OFF TRENCH AT THE RESOURCE RECOVERY PARK**

This contract for installation of a Leachate Cut-Off Trench in accordance with On-Call Contract 2013-128/4R by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City"), and Wiedenmann, Inc. authorizes performance of the following On-Call Services:

**Scope of Services**

See Exhibit A as proposed by Wiedenmann, Inc., dated November 28, 2017.

The total fees (hourly fees for personnel and equipment, and materials) for the On-Call Services provided in Contract 2013-128/4R shall not exceed the total sum of sixty-three thousand six hundred and eighty-one dollars (\$63,681.00) without a modification to the contract.

On-Call Services will be billed hourly at the rates set forth in Exhibit B of Contract 2013-128/4R.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

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

**WIEDENMANN, INC.:**

\_\_\_\_\_  
BY: Susan Wiedenmann

TITLE: President

ATTEST:

\_\_\_\_\_

## Exhibit A

# WIEDENMANN, INC.

---

950 N. Scott / PO BOX 245  
Belton, MO 64012  
816-322-1125 / Fax 816-322-1126  
[general@wiedenmanninc.com](mailto:general@wiedenmanninc.com)

November 28, 2017

SCS Engineers  
7311 W. 130<sup>th</sup> St  
Suite 100  
Overland Park, KS 66213

Attn: Anastasia Welch

RE: Leachate Cut-Off Trench

Dear Anastasia,

Pursuant to your request, we hereby submit the following budget price to install the leachate cut-off trench. Included in the budget price is 75cy of Cement - Bentonite Clay slurry, trench shoring, and site restoration. This budget price is based on plans sent to us on 11-10-17 and the on-site meeting with Anastasia Welch, Chris Bussen, and David Lohe on Monday 11-20-17 at 9:00AM. Our understanding of the project is with a track hoe excavate to rock along the line set by others. Excavated materials will be placed up hill to limit water shed. With the track hoe teeth roughen the rock surface. On approximately twenty-foot intervals survey the rock elevation for records. Furnish and place approved cement bentonite slurry, minimum two-foot thick. Allow the slurry to cure one week then build the trench out per the design. Transport spoils on site for owners use. Place straw, commercial seed and fertilizer on work area.

The total budget value of this work based on a time and material basis is:

**Sixty Three Thousand Six Hundred and Eight One Dollars & No Cents**

**\$63,681.00**

We understand that this is a budget price for the scope of work, and the actual work will be completed per instructions and MDNR plan approval.

We have excluded material testing, outside clay fill, disposal of spoils off site, and staking. We anticipated less than a one-mile haul trip for dump trucking. We understand that the power line near the work area can be deenergized.

We appreciate the opportunity to price and perform work for SCS Engineers and the City of Lee's Summit.

Please call with questions.

Sincerely  
Wiedenmann Inc.  
Daniel Forbes




# LEE'S SUMMIT MISSOURI

## INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: August 15, 2017

TO: Key Purchasing Personnel

FROM: Purchasing Division 

RE: Repair Services for Water, Wastewater & Stormwater Infrastructure  
Contract 2013-128/4R

Vendor	Wiedenmann, Inc. 950 N. Scott PO Box 245 Belton, MO. 64012
Phone & Fax	Phone No. 816-322-1125 Fax No. 816-322-1126
Contact Person	Jerry Wiedenmann, Jr.
Ordering Instructions	<ul style="list-style-type: none"><li>○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.</li><li>○ Requisition must include each item as a separate line item.</li><li>○ Invoices will be paid against Lawson System Receiver and Purchase Order.</li></ul> <p style="text-align: center;"><b>PREVAILING WAGE ORDER NO. 24 will apply to work</b></p>
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	October 27, 2017 through October 26, 2018

Bid File- Original memo  
Intranet



# LEE'S SUMMIT MISSOURI

## NOTICE TO PROCEED-RENEWAL

August 15, 2017

Wiedenmann, Inc.  
Attn: Jerry Wiedenmann  
950 N. Scott  
Belton, MO 64012

Re: Renewal of Yearly Contract for Repair Service for Water, Wastewater & Stormwater Infrastructure  
Contract 2013-128/4R (Replaces 2013-128/3R)

Dear Mr. Wiedenmann,

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be October 27, 2017 through October 26, 2018. A copy of the contract documents is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at [ap@cityofls.net](mailto:ap@cityofls.net), via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, and 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this new contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,

DeeDee Tschirhart, CPPB  
Senior Procurement Officer

cc: Bid file  
Accounts Payable

This RENEWAL Agreement, made and entered into this 15<sup>th</sup> day of August 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by (hereinafter "City"), and Wiedenmann, Inc., a corporation in the State of Missouri, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in Exhibit A; in consideration of the payment terms described in Exhibit B; subject to the Insurance Requirements described in Exhibit C; and subject to the General Conditions described in Exhibit D; and


WHEREAS, City desires to engage Service Provider to perform such services.

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. The Service Provider's response to RFP No. 2013-128 is hereby incorporated by reference as if fully set forth herein and the City's Agreement Documents become the agreement between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said RFP documents, and that the parties are bound thereby and that the compensation to be paid the Service Provider is as set forth in the Renewal Pricing Document attached hereto as Exhibit B. In the event of a conflict between the Service Provider's Proposal and the City's Agreement Documents, the City's Agreement Documents shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in Exhibit A. Service Provider agrees that the price for all line items outlined in Exhibit A shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Renewal Agreement shall be from October 27, 2017 to October 26, 2018. This is the final renewal term option for this agreement
5. This renewal agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.
6. State of Missouri Annual Wage Order No. 24, section 048, Jackson County shall be in effect for the contractual term.

Special Attachments: Renewal Pricing Sheet(s), Insurance Requirements, General Terms & Conditions. AWO 24

  
Procurement Officer of Record

  
Stephen A. Arbo, City Manager

8/15/17  
Date

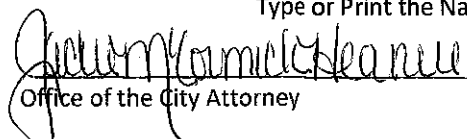
Wiedenmann Inc  
Company Name

  
Company Authorized Signature

SUSAN WIEDENMANN  
Title President/Treasurer  
Date 8-14-17

Type or Print the Name of Authorized Person

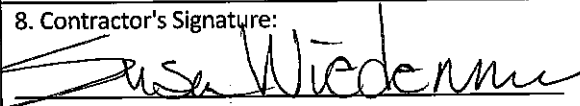
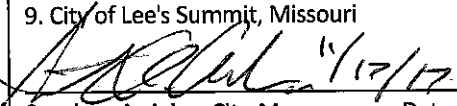
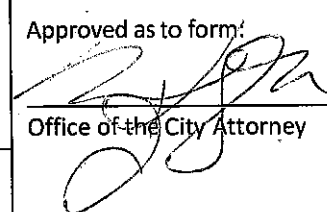
APPROVED AS TO FORM:

  
Office of the City Attorney



# LEE'S SUMMIT MISSOURI

## MODIFICATION No. 2 OF CONTRACT 2013-128

1. Modification Number and Date Modification #2                      Date: November 1, 2017		2. Contract Number: 2013-128/4R Contract Period:                      October 27, 2017 through October 26, 2018			
3. Procurement Officer: DeeDee Tschirhart Telephone Number: 816-969-1087		4. Contractor Name/Address: Wiedenmann Inc. 950 N. Scott PO Box 245 Belton, MO 64012			
5. Issued by: City of Lee's Summit, MO Procurement and Contract Services Division 220 S.E. Green Street Lee's Summit, MO 64063					
6. Special Instructions: Contractor is required to sign Block 8 showing acceptance of the below written modification and to return the original to address shown in Block 5 within 10 days after receipt, preferably by certified mail to insure a system of positive receipts. Modification shall be effective on the day of the City Manager's signature, unless otherwise designated.					
7. Description of Modification: To bring the compensation of the Shop Foreman in line with the skill sets required for the job.  Modification of Form 6A, Line Item 6 FROM					
Item No.	Personnel	Hrly Rate	Ot Rate	Wknd Rate	Holiday Rate
6	Shop Foreman	\$40.23	\$60.35	\$60.35	\$80.47
TO					
Item No.	Personnel	Hrly Rate	Ot Rate	Wknd Rate	Holiday Rate
6	Shop Foreman	\$74.84	\$112.24	\$112.24	\$149.66
8. Contractor's Signature:  Name		9. City of Lee's Summit, Missouri  Stephen A. Arbo, City Manager      Date			
Title <b>SUSAN WIEDENMANN</b> President/Treasurer      Date <u>11-10-2017</u>		Approved as to form:  Office of the City Attorney      Date <u>11/17/2017</u>			
10. Distribution: Original: Bid File Copies to: Contractor Using departments					

**EXHIBIT A**  
**SCOPE OF SERVICES:**

The City of Lee's Summit is seeking proposals from qualified contractors to provide Repair Services for Water Distribution System, Waste Water Collection System, and Stormwater collection system infrastructure as a yearly contract for the Water Utilities and Public Works Operations Divisions.

These jobs are generally in response to system failures requiring an immediate response to minimize property loss or environmental damage and are generally expected to be of short duration. Additional repair jobs may include those for which the Operations Divisions do not have immediate access to appropriate equipment or available resources to complete the work in a timely manner.

This contract may be awarded to more than one contractor to ensure resources are available when they are needed, thereby providing the most prompt service as possible to the community and minimizing the impact upon vendor's resources.

Jobs to be assigned to vendors will be identified by Operation's Management.

Contractors are required to begin mobilization activities upon notification by Operation's Management of a condition, given time to assess the scope of work and an appropriate set of equipment and personnel to complete the work.

Because this work involves the repair of buried infrastructure, the scope of each job may not be entirely known until work commences. All repairs will be subject to the standards outlined in the City of Lee's Summit's Design and Construction Manual, Ordinance 5813.

Jobs will always be to repair an infrastructure defect or failure to its original configuration and will not include system upsizing or configuration changes.

The focus of each job will be to mitigate a failure in a system and return the work site to a safe condition or to complete a job for which the Operations Divisions do not have appropriate equipment or available resource. This may include the backfill and compaction of an excavation and to restore a temporary driving surface or eliminate a hazard. It does not include the restoration of final paved surfaces, curbing, drives, landscaping, or other property. That work will generally be completed through the appropriate Operations Division...





# LEE'S SUMMIT MISSOURI

EXHIBIT B  
RENEWAL PRICING 2013-128/4R  
FORM NO. 6A: PRICE SCHEDULE

ITEM NO.	PERSONNEL	HOURLY RATE	OT RATE	WKND RATE	HOLIDAY RATE
1	Project Manager	78.52	117.73	117.73	157.04
2	Supervisor	78.84	118.25	118.25	157.67
3	Foreman	73.98	110.97	110.97	147.97
4	Equipment Operator	74.84	112.24	112.24	149.66
5	Laborer	66.24	99.34	99.34	132.47
6	Shop Foreman	40.23	60.35	60.35	80.47
7	Assistant Shop Foreman	33.96	50.94	50.94	67.99
8	Truck Driver				

ITEM NO.	EQUIPMENT	HOURLY RATE	MOBIL CHARGE
12	Excavator (model: <u>330 CAT</u> )	231.47	720.43
13	Excavator (model: <u>325 CAT</u> )	181.34	720.43
14	Dump Truck	125.87	-
15	Track Loader <u>963 CAT</u>	180.11	720.43
16	Mini Excavator (model: <u>308 CAT</u> )	67.42	144.09
17	Bobcat	43.85	-
18	Rubber Tire Backhoe	70.34	-
19	Other <u>930 CAT</u>	75.13	720.43
20	Other <u>PC 78</u>	63.81	

(e.g. PC400, PC300, Mini Excavator, Track Loader, Bobcat, etc.)

ITEM NO.	OTHER ITEMS	HOURLY RATE
21	Pump w/ Gen Set	35.40
22	Pickup w/tools	23.82
23	Pavement Breaker	77.55
24	Truck (model: <u>2 TON</u> )	35.09
25	Gooseneck-Trailer	11.32
26	Air Compressor & Jack Hammer	18.83
27	Other <u>TRENCH BOX</u>	32.58

\* OFFICE- 816-322-1125  
Jerry Wiedenmann  
cell- 816-589-3753

David Grossman  
cell- 816-891-0713

ITEM NO.	MATERIALS	
29	State the percentage that will be added to your cost for materials used for repairs.	5% added to cost

HOURS OF SERVICE AND CONTACT INFORMATION:	
State hours normal service is available	<u>7</u> a.m. to <u>5</u> p.m., <u>5</u> days per week
Emergency service available:	<u>12:00</u> a.m. to <u>11:59</u> p.m., <u>7</u> days per week __ a.m. to __ p.m., __ days per week
State telephone number and contact person for service calls:	Name/Telephone Number: *

**PART III**  
**INSURANCE REQUIREMENTS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

**CERTIFICATE OF INSURANCE.** The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Consultant's bid.

**NOTICE OF CLAIM.** The Consultant shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Consultant shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Consultant's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Consultant shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

**INDUSTRY RATING.**

The City will only accept coverage from an insurance carrier who offers proof that it:

- is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating; OR
- Is a company mutually agreed upon by the City and the Consultant.

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

Cover all sub-consultant's in the Consultant's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Consultant and submit such certificates to the City as outlined herein.

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

**PROFESSIONAL LIABILITY:** Professional liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions.

**COMMERCIAL GENERAL LIABILITY POLICY**

Limits:

Each occurrence:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Aggregate:	\$2,000,000

Policy must include the following conditions:

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

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

- Any Auto; OR
- All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,  
Bodily Injury and Property Damage: \$500,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

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

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

**GENERAL INSURANCE PROVISIONS**

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

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

Personal/Advertising Injury  
Independent Contractors  
Additional Insured: City of Lee's Summit, Missouri

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.

**PART IV  
GENERAL CONDITIONS  
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS  
City of Lee's Summit, MO**

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
  - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
  - c. The term "City" means City of Lee's Summit, MO.
  - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
  - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
  - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposals will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
  - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.

12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
22. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
23. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. **DAVIS BACON ACT:** The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

## Packet Information

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**File #:** TMP-0914, **Version:** 1

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An ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to December 31, 2018 of the State Block Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting State funds in the amount of \$9,372,772.00 for rehabilitate and strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 lighting improvements. (BOAC 6-11-18)

### Issue/Request:

An ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to December 31, 2018 of the State Block Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting State funds in the amount of \$9,372,772.00 for rehabilitate and strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 lighting improvements.

### Key Issues:

- This request is a time extension to complete the project.
- This project includes rehabilitate and strengthen runway 18-36, Extend Runway 18-36, Extend Runway 11-29: and Runway 18-36 and 11-29 Lighting Improvements.
- This State Block grant is in the amount of \$9,372,772, funding 90% of the cost of the construction and inspection for this project.
- Local matching funds of \$520,710, 5% of the project cost were available from the Airport Construction Fund.
- An additional 5% of the project cost, \$520,710, will come from a State Airport Aid Agreement.
- The extension will allow Lee's Summit to receive the full grant amount.

### Proposed Committee Motion:

I move to recommend to City Council approval of an ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to December 31, 2018 of the State Block Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting State funds in the amount of \$9,372,772.00 for rehabilitate and strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 lighting improvements.

### Background:

The Missouri Department of Transportation (MoDOT) previously submitted a grant extension to the City of Lee's Summit for approval. That extension was approved by the city council on May 3, 2018. After approval by the council, MoDOT recognized that the closing grant date of June 30, 2018 was incorrect and should have been December 31, 2018. This action corrects that error. The request is a time extension to complete the project. The work included in the time extension is necessary to close out the project, including punch list items such as growing grass, fixing small areas where erosion has taken place, and final electrical work related to FAA nav aids. The extension will allow Lee's Summit to receive the full grant amount for the work performed.

Timeline:

Finish: December 31, 2018

Bob Hartnett, Deputy Director of Public Works/Administration

Recommendation: Staff recommends approval of an ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to December 31, 2018 of the State Block Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting State funds in the amount of \$9,372,772.00 for rehabilitate and strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 lighting improvements.

Committee Recommendation: BOAC voted unanimously 5-0 to recommend to City Council approval of an ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to December 31, 2018 of the State Block Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting State funds in the amount of \$9,372,772.00 for rehabilitate and strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 lighting improvements. (BOAC 6-11-18)

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO DECEMBER 31, 2018 OF THE STATE BLOCK AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$9,372,772.00 FOR REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

WHEREAS, the parties entered into an Agreement executed by the Sponsor on November 15, 2016, and executed by the Commission on November 23, 2016, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Nine Million Three Hundred Seventy-Two Thousand Seven Hundred Seventy-Two Dollars (\$9,372,772) to the Sponsor to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements; and,

WHEREAS, an Airport Aid Agreement in the amount of \$520,710.00 (funding 5% of the cost of the construction and inspection for the Project) is to be used for the costs of the Project; and,

WHEREAS, local matching funds of \$520,710.00 (5% of the Project cost) are required and are available from the Airport Construction Fund; and,

WHEREAS, the parties both desire to extend the project time period in order to allow for completion of the work.

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 an amendment to a state block grant agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri to Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements; 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.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

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

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



APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

-

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

ATTEST:

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

APPROVED AS TO FORM:

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

CCO Form: MO18  
Approved: 05/94 (MLH)  
Revised: 03/17 (MWH)  
Modified:

Sponsor: City of Lee's Summit  
Project No.: 15-109A-3

CFDA Number: CFDA #20.106  
CFDA Title: Airport Improvement Program  
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

**AMENDMENT #1**

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on November 15, 2016, and executed by the Commission on November 23, 2016, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Nine Million Three Hundred Seventy-Two Thousand Seven Hundred Seventy-Two Dollars (\$9,372,772) to the Sponsor to assist with Rehabilitate and Strengthen Runway 18/36, Extend Runway 18/36, Extend Runway 11/29; and Runway 18/36 and 11/29 Lighting Improvements; and

WHEREAS, the parties desire to extend the project time period to allow for completion of the work.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the project time period of December 31, 2017, will be extended to December 31, 2018, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(2) SPECIAL CONDITIONS:

(A) The project will be carried out in accordance with the assurances attached to the Original Agreement (Exhibit 1).

(B) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before August 31, 2018, or such subsequent date

as may be prescribed in writing by the Commission

(C) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Sponsor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
(if applicable)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Name of Sponsor's Attorney (typed)

\_\_\_\_\_  
Signature of Sponsor's Attorney

Date \_\_\_\_\_

## Packet Information

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**File #:** TMP-0931, **Version:** 1

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An ordinance approving change order #3 to the contract with Miles Excavation, Inc. for the Highway 50 Watermain, Blackwell to Harris project, an increase of \$39,549.93 for a revised contract price of \$687,556.17.

### Issue/Request:

An ordinance approving change order #3 to the contract with Miles Excavation, Inc. for the Highway 50 Watermain, Blackwell to Harris project, for an increase of \$39,549.93 for a revised contract price of \$687,556.17.

### Key Issues:

- Existing field conditions for two connection points did not match what was shown in the plans and specifications. As a result, a redesign of the two connections was required.
- Due to the exploratory nature of work necessary to expose the existing system, it was agreed to complete this work on a force account basis.
- Change Order #3 also provides for several contract adjustments necessary to match existing field conditions.

### Proposed Committee Motion:

I move to recommend to City Council approval of an ordinance approving Change Order #3 to the contract with Miles Excavation, Inc. for the Highway 50 Watermain, Blackwell to Harris project, an increase of \$39,549.93 for a revised contract price of \$687,556.17.

### Background:

While the contractor was excavating to make the connections to the existing system, it was determined the existing system did not match what was shown on the project plans. Additionally, it was determined a redesign of the connections was required in order to remove old and unnecessary infrastructure. While there are contract unit prices that cover the work necessary to complete the connections, it was agreed that the exploratory nature of the work was not consistent with the work described in the contract. For this reason, it was agreed the work would proceed on a Force Account basis as described in the contract documents.

This Change Order also provides for several routine adjustments necessary to match existing field conditions.

Michael Anderson, Construction Manager

Recommendation: Staff recommends approval of an ordinance approving change order #3 to the contract with Miles

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**File #:** TMP-0931, **Version:** 1

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Excavation, Inc. for the Highway 50 Watermain, Blackwell to Harris project, an increase of \$39,549.93 for a revised contract price of \$687,556.17.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 18-**

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AN ORDINANCE APPROVING CHANGE ORDER #3 TO THE CONTRACT WITH MILES EXCAVATION, INC. FOR THE HIGHWAY 50 WATERMAIN, BLACKWELL TO HARRIS PROJECT, AN INCREASE OF \$39,549.93 FOR A REVISED CONTRACT PRICE OF \$687,556.17.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Miles Excavation, Inc. for the Highway 50 Watermain, Blackwell to Harris project, being undertaken by the City's Public Works Department; and,

WHEREAS, a third change order to the contract with Miles Excavation, Inc. is necessary; and,

WHEREAS, existing field conditions for two connection points did not match what was shown in the plans and specifications, resulting in a redesign of the two connections; and,

WHEREAS, due to the exploratory nature of work necessary to expose the existing system, it was agreed to complete this work on a force account basis; and,

WHEREAS, change order #3 also provides for several contract adjustments necessary to match existing field conditions.

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. 3 to the contract between the City of Lee's Summit, Missouri and Miles Excavation, Inc. for the Highway 50 Watermain, Blackwell to Harris project, bid no. 43631483 & 43731483, for an increase in price of \$39,549.93 for a revised contract price of \$687,556.17, a true and accurate copy attached hereto as Change Order No. 3 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 \_\_\_\_\_, 2016.

ATTEST:

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

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

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

\_\_\_\_\_

**BILL NO. 18-**

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City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

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City Attorney *Brian W. Head*



# City of Lee's Summit

## Change Order Details

### Hwy 50 Watermain Blackwell to Harris

**Description:** Installation of 8,703 feet of water main, valves, fittings, service connections, connections to existing water mains, surface restoration along US Highway 50 from Blackwell to Harris, including all materials, labor, equipment, testing, supervision, and any and all other items necessary to complete the work. Project number 43631483 & 43731483. Purchase Order #118281.

**Change Order:** 3 **Date Created:** 03/20/2018  
**Status:** Pending Approval **Date Approved:**  
**Type:** City Council Approval  
**Summary:** Final Change order

**Change Order Description:** Items 4, 6, 18, 20, 23, and 33-C where adjusted for final field measured quantities.

Item 34-C, 35-C, and 36-C were required for the Force Account work. The force account work consists of materials, labor, and machine costs which were involved in doing this work. The force account work was to simplify and clean up two connection points. Both would have left aged and unnecessary infrastructure in place. Eliminating these older valves made a much cleaner water system for Water Utilities.

**Awarded Project Amount:** \$623,225.18  
**Authorized Project Amount:** \$648,006.24  
**Change Order Amount:** \$39,549.93  
**Revised Project Amount:** \$687,556.17

### Increases/Decreases

Line Number	Item	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Default Section</b>									
4	04	LF	\$49.150	2,833.00	\$139,241.95	89.00	\$4,374.35	2,922.00	\$143,616.30
Water Main - 16" PVC Reason: Balancing Change Order									
<b>Funding Details</b>									
Blackwell to Smart				2,833.00	\$139,241.95	89.00	\$4,374.35	2,922.00	\$143,616.30

Line Number	Item	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
6	06	LF	\$24.230	50.00	\$1,211.50	23.00	\$557.29	73.00	\$1,768.79
Water Service Lines Reason: Balancing Change Order									
<b>Funding Details</b>									
Blackwell to Smart				40.00	\$969.20	15.00	\$363.45	55.00	\$1,332.65
Smart to Harris				10.00	\$242.30	8.00	\$193.84	18.00	\$436.14
18	18	EA	\$922.480	3.00	\$2,767.44	-3.00	-\$2,767.44	0.00	\$0.00
Water Main - Bend (12 in.) (90 deg.) Reason: Balancing Change Order									
<b>Funding Details</b>									
Smart to Harris				3.00	\$2,767.44	-3.00	-\$2,767.44	0.00	\$0.00
20	20	SY	\$68.960	115.00	\$7,930.40	26.70	\$1,841.23	141.70	\$9,771.63
Driveways - Concrete									
<b>Funding Details</b>									
Blackwell to Smart				115.00	\$7,930.40	26.70	\$1,841.23	141.70	\$9,771.63
23	23	LF	\$79.490	20.00	\$1,589.80	16.00	\$1,271.84	36.00	\$2,861.64
Culvert - 36" CMP Reason: Balancing Change Order									
<b>Funding Details</b>									
Blackwell to Smart				20.00	\$1,589.80	16.00	\$1,271.84	36.00	\$2,861.64
0330	33-C	SY	\$7.880	4,843.00	\$38,162.84	372.00	\$2,931.36	5,215.00	\$41,094.20
FESCUE SOD Reason: Balancing Change Order									
<b>Funding Details</b>									
Blackwell to Smart				2,421.50	\$19,081.42	0.00	\$0.00	2,421.50	\$19,081.42
Smart to Harris				2,421.50	\$19,081.42	372.00	\$2,931.36	2,793.50	\$22,012.78
<b>(6 Items)</b>			<b>Totals</b>		<b>\$190,903.93</b>		<b>\$8,208.63</b>		<b>\$199,112.56</b>

## New Items

Line Number	Item	Unit	Pending Quantity	Unit Price	Dollar Amount
<b>Section: 1 - Default Section</b>					
0340	34C	LS	1.00	\$10,513.880	\$10,513.88
Force Account Labor					
<b>Funding Details</b>					
Smart to Harris			1.00	\$10,513.880	+\$10,513.88
0350	35C	LS	1.00	\$10,315.500	\$10,315.50
Force Account Equipment					
<b>Funding Details</b>					
Smart to Harris			1.00	\$10,315.500	+\$10,315.50

Line Number	Item	Unit	Pending Quantity	Unit Price	Dollar Amount
0360	36C	LS	1.00	\$10,511.920	\$10,511.92
Force Account Materials					
<b>Funding Details</b>					
	Smart to Harris		1.00	\$10,511.920	+\$10,511.92
<b>(3 Items)</b>				<b>Total:</b>	<b>+\$31,341.30</b>

### Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Amount	Revised Amount
Blackwell to Smart	\$275,733.78	\$281,433.42	+\$7,850.87	\$289,284.29
Smart to Harris	\$347,491.40	\$366,572.82	+\$31,699.06	\$398,271.88
<b>(2 Fund Packages)</b>	<b>\$623,225.18</b>	<b>\$648,006.24</b>	<b>+\$39,549.93</b>	<b>\$687,556.17</b>

# Doc Express Document Signing History

Contract: Hwy 50 Watermain Blackwell to Harris Document: Force Account/Final Change order 3

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
05/15/2018	Rodney Chaplin Miles Excavating Electronic Signature (Approved by Contractor)
	(Approved by Construction Manager)
	(Approved by Assistant Director of Engineering Services (WU))
	(Approved by Director of Water Utilities)
	(Approved as to Form, Office of the City Attorney)
	(Approved by City Manager)

## Packet Information

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**File #:** TMP-0932, **Version:** 1

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An ordinance authorizing the execution of an agreement by and between the City of Lee's Summit and the Villas at Summit Ridge HOA which serves as the controlling association of properties within the Villas at Summit Ridge subdivision for an additional street light at NE Lakewood Way and NE Kensington Drive

### Issue/Request:

An ordinance authorizing the execution of an agreement by and between the City of Lee's Summit and the Villas at Summit Ridge HOA which serves as the controlling association of properties within the Villas at Summit Ridge subdivision for an additional street light at NE Lakewood Way and NE Kensington Drive

### Key Issues:

- Resolution 06-04 adopted standards for minimum street lighting requirements (“Standard Street Light Requirements”).
- The proposed street light is part of the street light system the City leases from Kansas City Power and Light and for which the City is billed monthly according to rates set by the Public Service Commission.
- The Villas at Summit Ridge HOA which serves as the controlling association of properties within the Villas at Summit Ridge Subdivision, desires to install one additional street light in excess of the number permitted in the Standard Street Light Requirements.
- The City will incur no additional costs from the installation of the additional street light.

### Proposed Committee Motion:

I move to recommend to the City Council approval of an ordinance authorizing the execution of an agreement by and between the City of Lee's Summit and the Villas at Summit Ridge HOA which serves as the controlling association of properties within the Villas at Summit Ridge subdivision for an additional street light at NE Lakewood Way and NE Kensington Drive

### Background

Resolution 06-04 adopted standards for public street lighting infrastructure. These standards include the design criteria, the material requirements and the base levels of lighting according to street classification and requirements for where street lights are located. The proposed street lights fall under the leased lighting system, so the City is charged a monthly rate for each street light. This rate, which is based on the standards in Resolution 06-04, includes the capital cost of the street light, installation, maintenance and its energy costs. Upgraded street lights or additional street lights can be installed provided the costs for these lights are not paid for by the City. The Villas at Summit Ridge HOA desires to install one additional street light using a wood pole with overhead wiring. Underground wiring and steel poles are adopted in Resolution 06-04. Due to a lack of existing infrastructure in the area, KCPL is unable to serve the proposed light with underground wiring, which is typical with the steel poles. The new pole would match an existing light in the southwest corner of

NE Lakewood Way and NE Kensington Drive has overhead wiring and a wood pole.

The Villas at Summit Ridge desires these modifications in order to install the additional light. City staff supports the neighborhood's request for a variation to the standards in Resolution 06-04 in this situation.

Impact/Analysis:

This Agreement will require the Villas at Summit Ridge HOA pay the City the pro-rated actual difference in annual cost for one (1) additional street light. The City will bill the Villas at Summit Ridge HOA at the current rates set by the Public Service Commission on or before July 1 of every fiscal year. Provisions within the Agreement insure there are no additional costs associated with the removal or changing of the street lights contained within this request.

Timeline:

Start: NA

Finish: NA

Other Information/Unique Characteristics:

None

Scott Ward, Senior Staff Engineer

Recommendation: Staff recommends approval of an ordinance authorizing the execution of an agreement by and between the City of Lee's Summit and the Villas at Summit Ridge HOA which serves as the controlling association of properties within the Villas at Summit Ridge subdivision for an additional street light at NE Lakewood Way and NE Kensington Drive

Committee Recommendation:

## **AGREEMENT FOR ADDITIONAL STREET LIGHTING CITY OF LEE'S SUMMIT, MISSOURI**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between The Villas at Summit Ridge HOA (the "Association"), controlling association of properties within the Villas at Summit Ridge (the "Subdivision"), and the City of Lee's Summit, Missouri, ("City") a Missouri municipal corporation and home rule charter city.

**WHEREAS**, the City, by Resolution No. 06-04, adopted standards for minimum street lighting requirements ("Standard Street Light Requirements") within the City of Lee's Summit consisting of a 150-watt sodium vapor light on a steel pole; and

**WHEREAS**, the City leases the street light system from Kansas City Power & Light, its successors and assigns ("KCPL") and is billed monthly according to rates set by the Public Service Commission based on capital cost of the light, installation, maintenance, and energy costs; and

**WHEREAS**, currently street lights are installed in compliance with applicable standards on the public right-of-way within the Subdivision and conforming to the Standard Street Light Requirements; and

**WHEREAS**, the Association desires to provide one additional street light within the Subdivision, in excess of the Standard Street Light Requirements with regard to location, pole type and wire type but otherwise conforming to the Standard Street Light Requirements in all other respects, on the public right-of-way; and

**WHEREAS**, this agreement ensures the City will incur no additional costs from the installation of the proposed additional one street light.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the Association and City do hereby covenant and agree to the following terms and conditions:

1. The Association, in exchange for the obligations assumed under this Agreement, may request, and the City shall authorize, that KCPL install one additional street light, in the Subdivision. The street light shall comply in all respects with the Standard Street Light Requirements or as approved by the City Director of Public Works with respect to lighting with exception of location, pole type and wire type of the additional street light as a result of this agreement.
2. Upon execution of this Agreement, the Association shall pay the City the actual difference in cost due to one additional street light being installed at the request of the Association.
3. On or before July 1, 2018, and July 1 of every subsequent fiscal year, the Association shall pay the City in advance, the full difference in annual cost, according to the rate schedule imposed by KCPL applicable to the City of Lee's Summit, in effect at that time for the one additional street light within the Subdivision.
4. In the event that payments are not made according to Paragraphs 2 and 3 of this Agreement, the City may at its option and upon 30 days written notice to the Association



request that KCPL remove the additional street light. The Association shall at all times have the obligation of providing the City with the address upon which such written notice shall be sent. Failure to provide this address or any change in the address shall waive the Association's right to notice under this paragraph. In the event that the City makes such a request, and KCPL removes the additional street lights, the Association shall be responsible for all costs associated with this removal and initial installation. In the event that KCPL fails or refuses to remove the additional street lights, then the Association's obligation under Paragraph 3 shall continue unabated.

5. The Association shall record a declaration with the Jackson County Recorder of Deeds containing provisions regarding the proposed additional street light. These provisions shall be consistent with the terms of this Agreement and subject to the approval of the City.
6. This contract shall be in effect from the date of its execution by the parties and terminate upon the expiration of the current contract with KCPL and may be extended for additional terms upon extension or renewal of the contract with KCPL.
7. The provisions of this Agreement shall inure to the benefit and bind the successors and assigns of the parties hereto and nothing herein contained shall prevent assignment of this Agreement hereunder by the Association.
8. The individual signing on behalf of the Association hereby represents and warrants that he has the authority to execute this document and to bind the Villas at Summit Ridge Home Owners Association in the manner specified herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

Villas at Summit Ridge

\_\_\_\_\_

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

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

Attest:

\_\_\_\_\_

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

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

(Corporate Seal Affixed Here)

City of Lee's Summit

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Stephen A. Arbo  
City Manager

Attest:

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Trisha Fowler Arcuri  
City Clerk

Approved as to Form:

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Nancy Yendes, Chief Counsel of Infrastructure and Planning  
Office of the City Attorney

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF MISSOURI    )  
                                          ) ss.  
COUNTY OF JACKSON )

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally  
appeared \_\_\_\_\_, Member/Manager  
of \_\_\_\_\_. To me known to be the person described in and  
who executed the foregoing instrument and acknowledged that he/she executed the same as the free act  
and deed of said limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal at my office in Jackson  
County, Missouri, the day and year firsts above written.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed or Typed Name

My Commission Expires:  
  
\_\_\_\_\_

E 51 STS

NE LAKEWOOD WAY

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NE UPPER WOOD R

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**VILLAS AT  
SUMMIT RIDGE**



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**BILL NO. 18-XX**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE VILLAS AT SUMMIT RIDGE HOA WHICH SERVES AS THE CONTROLLING ASSOCIATION OF PROPERTIES WITHIN THE VILLAS AT SUMMIT RIDGE SUBDIVISION FOR AN ADDITIONAL STREET LIGHT AT NE LAKEWOOD WAY AND NE KENSINGTON DRIVE

WHEREAS, Resolution No. 06-04 adopted standards for minimum street lighting requirements ("Standard Street Light Requirements"); and,

WHEREAS, the City leases this part of the street light system from Kansas City Power and Light and is billed monthly according to rates set by the Public Service Commission; and,

WHEREAS, the Villas at Summit Ridge HOA desires to install one additional street light at NE Lakewood Way and NE Kensington Drive at its cost; and,

WHEREAS, the Villas at Summit Ridge HOA has agreed to reimburse the City any additional costs associated with the installation and operation of such street lights.

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 agreement by and between the City of Lee's Summit and the Villas at Summit Ridge HOA, generally for an additional street light at NE Lakewood Way and NE Kensington Drive, which is attached hereto and incorporated by reference as if fully set forth herein, and authorizes the execution of the same by the City Manager.

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 \_\_\_\_\_, 2018.

ATTEST:

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

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

**BILL NO. 18-XX**

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APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

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

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

APPROVED AS TO FORM:

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

## Packet Information

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**File #:** TMP-0933, **Version:** 1

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An ordinance authorizing execution of an agreement with Wilson & Company, Inc., Project No. 73-3221 (original RFQ No. 11001-D), in an amount not to exceed \$380,840.00 for Professional Engineering Services for the Chipman Road Improvements from View High Drive to Bent Tree Drive.

Issue/Request:

An ordinance authorizing execution of an agreement with Wilson & Company, Inc., Project No. 73-3221 (original RFQ No. 11001-D), in an amount not to exceed \$380,840.00 for Professional Engineering Services for the Chipman Road Improvements from View High Drive to Bent Tree Drive.

Key Issues:

- An agreement between Jackson County and the City of Lee's Summit was reached on 4/18/18 so the City can make improvements to Chipman Road along the Rock Island Corridor right of way which includes the removal of the 1-lane railroad tunnel.
- Originally in 2010, Wilson & Co. was chosen as the best qualified engineering firm for this project and design on this project up to the right-of-way plan stage was completed.
- The project was put on hold in 2012 until agreement could be reached to remove the 1-lane railroad tunnel.
- A new design contract is being presented to re-start the design work and address changes to the Scope of Services due to new development, infrastructure changes, and newer design standards along the corridor that occurred in the past 6 years. The original contract will be closed and the remaining funds (approx. \$78,000) will be available for funding the new contract.

Proposed Committee Motion:

I move to recommend to the City Council approval of an ordinance authorizing execution of an agreement with Wilson & Company, Inc., Project No. 73-3221 (original RFQ No. 11001-D), in an amount not to exceed \$380,840.00 for Professional Engineering Services for the Chipman Road Improvements from View High Drive to Bent Tree Drive.

Background:

The improvements to Chipman Road between View High Drive and Bent Tree Drive were recommended in the City's 2006 Thoroughfare Master Plan. Funding for the project was approved by voters as part of the 2007 Sales Tax Renewal. The original project included reconstructing approximately 0.9 miles of existing roadway as a 3-lane facility, adding curb and gutter, shared use path, street lighting, enclosed storm drainage, relocation of approximately 4,700 ft. of water main and 1,400 ft. of sanitary sewer, and the removal of the existing railroad tunnel. The main purpose for the project is safety improvements which will eliminate the 1-lane railroad tunnel, narrow pavement, areas with no shoulder, and the sharpness of several curves along the corridor.



Wilson & Co. was selected as the most qualified engineering firm (original RFQ No. 11001-D) and began designing the improvements for Chipman Road in 2010. The project was placed on hold in 2012 after Wilson & Co. had submitted the ROW plans. The hold was placed on the project due to the uncertain status of the Rock Island Railroad corridor.

The access rights to Rock Island corridor were purchased as part of joint venture between Jackson County Rock Island Rail Corridor Authority (RIRCA) and the Kansas City Area Transit Authority (KCATA) in May of 2016. Soon after, City staff began negotiating rights to remove the tunnel over Chipman as part of this project. Federal funds used to purchase the corridor stipulated the rail corridor retain the ability to carrier common freight rail traffic as had been the use since original construction. Maintaining “continuity” over Chipman Road could be accomplished by either re-building a railroad bridge or making payment to RIRCA in an amount sufficient to construct a railroad bridge.

In April 2018, the City and the RIRCA executed an agreement that gave the City rights to remove the bridge over Chipman Road in a manner necessary to construct the Chipman Road Improvements between View High and Bent Tree. Following the execution of that agreement, City staff entered into negotiations with Wilson & Company to re-start the design work on this project. During the 6-year hiatus, City design standards and policies for public roads have changed, as well as the corridor needs have changed. As such, this contract includes work to update the design, survey and right of way acquisition needs to meet current conditions. This project will not design a rail bridge; that will be RIRCA’s responsibility as stated in the inter-agency agreement.

The updated work for this project will add the replacement and upsizing of 2,750 ft. of water main running south on View High Drive from Chipman Road to the Village at View High. It should be noted that this project is funded from several sources. The road improvements are funded from the 2007 CIP sales tax, whereas the water and sewer improvements are funded by Water Utilities rates and fees allocated to capital improvements.

Traffic conditions at the intersection of Chipman and View High now meet warrants for installing a traffic signal, so a signal has been added to the project. The main purpose for the project is still safety improvements. Safety is being addressed by removing the 1-lane railroad tunnel, adding wide lanes or multi-use trail to accommodate cyclists, adding sidewalks on both sides of the street, adding street lighting, improving sight distances, and adding the traffic signal at View High.

From an administrative standpoint, it will be easier to close out the old contract from 2010 and start a new contract in 2018. During those 8 years, the City adopted a new accounting software system, billing and procurement policies, updated consultant insurance requirements, adopted a new logo, new online procurement system, etc. However, the project managers from 2010, from both Wilson and the City, are still working with their respective employers. The last set of plans submitted in 2012 were right of way plans that were about 65% complete. Wilson & Co. provides a significant amount of work and institutional knowledge related to this project that is still available for use. Based on these conditions, City staff is recommending to update the project number and contract at this time through executing the new contract attached to this packet rather than a contract amendment.

Impact/Analysis:

From 2010, Wilson & Company, Inc. was selected as the top ranked firm by the selection committee.

At that time, the Purchasing Division issued RFQ 11001-D on February 5, 2010. RFQ was advertised and notices sent to 75 potential firms. An additional 93 potential respondents were notified through Demand Star, the City's e-procurement provider. Thirteen (13) RFQ submittals were received by Purchasing on or before the deadline date of February 26, 2010.

A six (6) member committee consisting of city staff from Public Works Department reviewed all the submittals and selected the top three firms to interview. During the interview process, Wilson & Co. was the top ranked firm by the committee.

Timeline:

Design, right of way acquisition and utility relocation: 2018 and 2019.

Construction startup will be in 2020.

Other Information/Unique Characteristics:

Craig Kohler, Senior Staff Engineer

Recommendation:

Staff recommends approval of an ordinance authorizing execution of an agreement with Wilson & Company, Inc., Project No. 73-3221 (original RFQ No. 11001-D), in an amount not to exceed \$380,840.00 for Professional Engineering Services for the Chipman Road Improvements from View High Drive to Bent Tree Drive.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO.**

**ORDINANCE NO.**

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH WILSON & COMPANY, INC., PROJECT NO. 73-3221 (ORIGINAL RFQ NO. 11001-D), IN AN AMOUNT NOT TO EXCEED \$380,840.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CHIPMAN ROAD IMPROVEMENTS FROM VIEW HIGH DRIVE TO BENT TREE DRIVE

WHEREAS, the City intends to reactivate the engineering services contract for Chipman Road from View High Drive to Bent Tree Drive (hereinafter "Project") with modifications and additions to the original Scope of Services; and,

WHEREAS, the City and Jackson County have entered into an agreement in order for the City to make improvements to Chipman Road along the Rock Island Corridor right of way which includes the removal of the 1-lane railroad tunnel; and,

WHEREAS, the City, originally in 2010, issued RFQ No. 11001-D for engineering services to Wilson & Company, Inc. (hereinafter "Engineer") for this Project; and,

WHEREAS, the Engineer completed two years of competent engineering services on this Project before it was placed on hold; and

WHEREAS, the Engineer has submitted an amended Scope of Services for the Project and an estimate of engineering costs to perform the Project; and

WHEREAS, the City desires to enter into a new agreement with Engineer to perform the Project, which is now identified as Project No. 73-3221, rather than execute an amendment to the existing agreement.

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

SECTION 1. That the agreement, for professional engineering services by and between the City of Lee's Summit, Missouri and Wilson & Company, Inc., generally for the purpose of professional engineering services for Chipman Road from View High Drive to Bent Tree Drive, a true and accurate copy being attached hereto and incorporated herein by reference, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

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

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR CHIPMAN ROAD from VIEW HIGH DRIVE to BENT TREE DRIVE  
PROJECT No. 73-3221  
(ORIGINAL RFQ NO. 11001-D)**

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

**WITNESSETH:**

**WHEREAS**, the City intends to restart the engineering services for Chipman Road from View High Drive to Bent Tree Drive (hereinafter "Project") with modifications and additions to the original Scope of Services; and

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

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

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

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

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

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

Engineer shall provide the following professional engineering services to City ("Basic Services") as shown in Exhibit A, entitled "Final Design Scope of Services – Amended", attached hereto and incorporated herein by reference.

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

Engineer shall provide, if needed by City, and only upon receipt of written authorization by the Director of Public Works, the optional services listed under the heading "Optional Services" in Exhibit A, which is attached hereto and incorporated herein by reference ("Optional Services").

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

City shall use its best efforts to provide the information to Engineer as described in Exhibit A, attached hereto and incorporated herein by reference.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of three hundred eighty thousand eight hundred forty and 00/100 Dollars (\$380,840.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit B. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of three hundred sixty two thousand nine hundred ninety three and 00/100 Dollars (\$362,993.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit B. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of seventeen thousand eight hundred forty seven and 00/100 Dollars (\$17,847.00).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
  - 1. Project Name/Task Name/RFP Number/Description of Agreement.
  - 2. Invoice Number and Date.
  - 3. Purchase Order Number issued by City.
  - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.

5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

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

## **ARTICLE V COMPLETION TIME**

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

- A. Right-of-way phase – complete and submit right-of-way and easement documents by February 2019.
- B. Bidding services – ready to advertise project for bid by January 2020

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

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

## **ARTICLE VI INSURANCE**

- A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.

- B. NOTICE OF CLAIM: The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
  
- C. INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
  
- D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Engineer shall either:
  - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
  - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.
  
- E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.
  
- F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Aggregate:	\$2,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)



Additional Insured: City of Lee's Summit, Missouri

- H. AUTOMOBILE LIABILITY: Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
1. Any Auto
  2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,  
Bodily Injury and Property Damage: \$2,000,000  
City of Lee's Summit, Missouri does NOT need to be named as additional insured  
on Automobile Liability

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

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

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

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

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
  
- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
  
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
  
- D. **EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

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

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
  3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER:** Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. **ENGINEER'S ENDORSEMENT:** Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.

- J. **INSPECTION OF DOCUMENTS:** Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. **INDEMNIFICATION AND HOLD HARMLESS:** Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. **LIMITATION OF LIABILITY:** In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project

construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.

- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.
- W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

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

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

and notices to Engineer shall be addressed to:

Wilson & Company, Inc.

Attn: Justin Klaudt, P.E.  
800 East 101<sup>st</sup> Terrace, Suite 200  
Kansas City, MO 64131

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

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

Reserved.

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

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

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

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

**ENGINEER:**

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

ATTEST:

\_\_\_\_\_

**Exhibit A**  
Final Design Scope of Services – Amended

Chipman Road  
(View High Drive to Bent Tree Drive)  
Lee’s Summit Project No. 73-3221

**General Scope of Services**

Chipman Road final plans were submitted and the project was put on hold in April 2012. The purpose of this contract amendment is to provide professional design services to restart the project and finalize the construction plans for Chipman Road from View High Drive to Bent Tree Drive.

**Detailed Scope of Services**

**Section 1 – Preliminary Plans**

- 1.1. Attend up to 4 progress meetings with the City staff and the design team throughout the Preliminary Design Phase to review plan development, discuss design issues, and obtain information to complete the plans. It is assumed that progress meetings will be held at Lee’s Summit City Hall.
- 1.2. Per the City’s request, the design will be revised as follows:
  - 1.2.1. Station 10+38 to Station 45+73 – Add sidewalk to the south side of the road.
    - 1.2.1.1. Update typical sections
    - 1.2.1.2. Revise plan layout
    - 1.2.1.3. Update intersection detail at Edgewood Drive
    - 1.2.1.4. Modify bridge to include concrete barrier and remove guardrail.
    - 1.2.1.5. Update cross sections to include sidewalk and revised grading near bridge.
  - 1.2.2. Station 45+73 to Station 57+65 – Add on street bike lanes (15-foot lanes), add 6-foot sidewalk to the south side of the road adjacent to the curb, replace 10-foot trail with 6-foot sidewalk on the north side of the road adjacent to the curb. The preference is to avoid expanding easement requirements.
    - 1.2.2.1. Update typical sections
    - 1.2.2.2. Revised plan layout (edge of pavement, curbs, sidewalks, grading limits)
    - 1.2.2.3. Modify drainage design (inlet plan offsets, pipe profiles, and hydraulics)
    - 1.2.2.4. Modify driveways (plan layout and profiles)
    - 1.2.2.5. Revise street lighting layout
    - 1.2.2.6. Modify Retaining Wall C, D, & E to accommodate sidewalk/bike lanes
    - 1.2.2.7. Revise intersection details (Bent Tree)
    - 1.2.2.8. Revise pavement marking and signing
    - 1.2.2.9. Update erosion control
    - 1.2.2.10. Revise cross sections
  - 1.2.3. Add a right turn lane for eastbound Chipman Road into the United Methodist Church. Modify the existing drainage system on the church property as required to accommodate the turn lane.

- 1.3. Plans will be revised based on comments received from the City during their April 2012 plan review as appropriate based on the addition of sidewalks and bike lanes. A written list of the City comments will be assembled into a single document and distributed to the team members for their use during this plan development phase.
- 1.4. Perform a supplemental field survey at the following locations:
  - 1.4.1. Tie-in locations
  - 1.4.2. Utility Revisions
  - 1.4.3. United Methodist Church development east of View High Drive and south of Chipman Road, including new storm sewer.
  - 1.4.4. The design basemap will be updated based on the new survey data.
- 1.5. Plans will be revised based on new development that has occurred since April 2012.
- 1.6. Plans will be updated to current City standards, including:
  - 1.6.1. Standard details will be updated to the City's current standards including, but not limited to, ADA, street lighting, water, sewer, etc.
  - 1.6.2. Typical Sections will be updated to sidewalk cross slope requirements.
  - 1.6.3. Intersection details will be revised based on the City's current ADA standards.
- 1.7. Water Main Design
  - 1.7.1. Revised the alignment of the water main along to be located under the sidewalk on the north side of Chipman Road.
  - 1.7.2. Revise the layout/connections of the water main at Edgewood Drive per City comments.
  - 1.7.3. Connect the proposed water main to the bridge.
  - 1.7.4. Revise the connection at Bent Tree Drive to accommodate recent improvements.
  - 1.7.5. Extend the proposed 12" water main south from View High to connect with the recent improvements at the Weinel Addition, approximately 2750 feet. Additional Survey will be required for this work. The survey corridor will extend from the curb along View High east approximately 60 feet and will include all manmade features along with elevations. Property and right-of-way lines will be developed using found property corners and title reports provided by the City. The proposed water main will be located within a private easement on the east side of View High Drive. Plan and profile sheets will be prepared and included in the plan set.
- 1.8. Traffic Signal Design – Chipman Road and View High Drive
  - 1.8.1. Obtain signal warrant analysis from KCMO. Assume that the analysis has current and future 24 hour, AM peak, and PM peak traffic counts.
  - 1.8.2. Determine traffic signal design criteria, including equipment, detection, communication, etc.
  - 1.8.3. Prepare conceptual signal layout and schedule a concept review meeting with Lee's Summit and KCMO staff.
  - 1.8.4. Develop signal timings.
  - 1.8.5. Update and prepare preliminary plans from review meeting comments. Standard KCMO signal details to be included with the plan set.



- 1.9. **Opinion of Probable Construction Cost:** The Consultant shall prepare an Opinion of Probable Construction Cost using standard City bid items and recent bid tabs provided by the City and for the metropolitan area.
- 1.10. **Quality Assurance / Quality Control:** Provide a quality assurance/ quality control (QA/QC) review of the Preliminary Plans.
- 1.11. **Preliminary Plan Submittal (City):** Preliminary Plans will be submitted to the City for review and comment (4 sets - 11"x17", 4 sets – 22"x34").
- 1.12. **Preliminary Plan Review Meeting:** WCI shall meet with City staff and perform a site review of the design to compare the preliminary plans with the actual field conditions.
- 1.13. **Public Meeting:** Attend a public information meeting with City Staff to present the plans and kick off the property acquisition phase. It is anticipated that the public meeting will be an open house format. The public meeting location will be reserved by the City. WCI shall provide all exhibits and handout material.

## **Section 2 – Right-of-Way Plans**

- 2.1. Based on the comments received from the City, WCI will revise the elements of the design that have an effect on the proposed right-of-way. Color property acquisition plans will be developed for the entire project area showing all current lot, block, subdivision and ownership information. Additional information shown will include horizontal layout of all roadways, existing right-of-way and easement lines, storm sewer and crossroad structures, and grading limits. The right-of-way and easements will be noted on the plans using station/ offset call outs. No additional construction plan sheets or detail sheets will be created for this submittal.

The only revisions that will be made are those that will affect the proposed easements. Any other comments will be noted and addressed in the final plan development phase of the project.

- 2.2. **Update Title Reports:** The City will provide title reports for all affected properties prior to preparing the Right-of-Way Plans.
- 2.3. **Update a colored tract map (8.5"x11")** for each tract requiring a property taking. Tract maps will be in accordance with the City's requirements for easement sketches. Information shown will include the existing features such as houses, driveways, trees, sidewalk, etc.; horizontal layout of all roadways; existing and proposed easement lines; storm sewer and crossroad structures; grading limits; and summary of taking areas for the tract. It is estimated that forty three (43) properties will be involved.
- 2.4. **Update/prepare legal descriptions** of each taking for each tract in accordance with the City's requirements. It is estimated that eighty six (86) descriptions will be prepared. A closure/error report will be provided for each legal description.

- 2.5. Submit one (1) set of colored property acquisition plans (22"x34"), tract maps (8.5"x11"), and descriptions to the City for review.
- 2.6. Revise the property acquisition plans, tract maps, and descriptions to address the City's comments.
- 2.7. Submit two (2) sets of colored property acquisition plans (22"x34"), tract maps (8.5"x11"), and descriptions to the City for use in acquiring the easements.
- 2.8. The Surveyor will stake the proposed right-of-way and easements for up to five (5) properties as requested by the City during property acquisition. Stakes will be wood lath with flagging, spaced at a maximum of fifty (50) feet and located at all PI's.
- 2.9. Revise the property acquisition plans, tract maps, and descriptions due to land acquisition negotiations between the City and property owner. Efforts for major revisions (i.e. alignment modifications, retaining wall design, etc.) due to land acquisition negotiations between the City and property owner will be negotiated as Additional Services.

### **Section 3 – Final Plan Development**

- 3.1. Attend up to two (2) progress/coordination meetings with the City staff, Jackson County, KCATA, and the design team for project coordination, discussion of design issues and obtain information to complete the plans. It is assumed that progress meetings will be held at Lee's Summit City Hall.
- 3.2. Attend up to 4 progress meetings with the City staff and the design team throughout the Final Design Phase to review plan and report development, discuss design issues, and obtain information to complete the plans and report. It is assumed that progress meetings will be held at Lee's Summit City Hall.
- 3.3. Based on the comments received from the City during their Preliminary Plan review, construction plans will be revised. A written list of the City comments will be assembled into a single document and distributed to the team members for their use during this plan development phase.
- 3.4. The Consultant will develop a project manual using the City's standard "front-end" documents, prevailing wage rates, general provisions, and technical specifications. The Consultant will prepare any special provisions that are required.
- 3.5. Opinion of Probable Construction Cost: The Consultant shall prepare an Opinion of Probable Construction Cost using standard City bid items.
- 3.6. Quality Assurance / Quality Control: Provide a quality assurance/ quality control (QA/QC) review of the Construction Plans and Project Manual.
- 3.7. Final Plan Submittal (City): Final Plans will be submitted to the City for review and comment (4 sets - 11"x17", 4 sets – 22"x34", Project Manual).

- 3.8. Final Plan Review Meeting: WCI shall attend a Final Plan review meeting with City staff to review comments on the final plans and specifications.
- 3.9. KCMO Coordination Meeting: Attend a project coordination meeting with the City of Kansas City to review the Final Plans.
- 3.10. Bid Documents: The final plans will be revised based on the comments received from the City at the final plan review meeting.
- 3.11. Final Plan Public Meeting: Attend a public information meeting with City Staff to present the Final Plans and kick off the property acquisition phase. It is anticipated that the public meeting will be an open house format. The public meeting location will be reserved by the City. WCI shall provide all exhibits and handout material.

#### **Section 4 – Environmental Design and Permitting**

- 4.1. Environmental Permitting: WCI will prepare, submit, and communicate information for the following environmental permits which are anticipated for the project. The City will provide assistance as needed.
  - 4.1.1. US Army Corps of Engineers Nation Wide Permit (NWP) Memo.
  - 4.1.2. Land Disturbance (City issued)
  - 4.1.3. Floodplain Development Permit (City application)
  - 4.1.4. Missouri Department of Natural Resources Water Main Replacement
  - 4.1.5. Missouri Department of Natural Resources Sanitary Sewer Replacement
- 4.2. Environmental Impact Information: Prepare environmental impact information to the extent required for permitting including applications, plans, and other supporting documentation.
- 4.3. Storm Water Pollution Prevention Plan (SWPPP): Prepare a Storm Water Pollution Prevention Plan as required by the Missouri Department of Natural Resources for the Land Disturbance Permit.
- 4.4. Survey as-constructed elevations of Chipman Road and update the previously completed Cedar Creek Bridge HEC-RAS model to include the improvements.
- 4.5. Prepare the Request for Letter of Map Revision (LOMR) with required technical data and FEMA forms (i.e. MT-2 forms 1, 2, and 3) required for the project. Technical data will include:
  - 4.5.1 Project maps showing the project location, floodplain, floodway, cross sections, hydraulic structures, and topographic information.
  - 4.5.2 Annotated FIRM panel
  - 4.5.3 HEC-RAS output including profile sheets

The City will be responsible for submitting the LOMR to FEMA for approval. The City will also be responsible for any associated review fees required by FEMA. WCI will coordinate with and address FEMA review comments.

## **Section 5 – Utility Coordination**

- 5.1. Initial Utility Meeting: A meeting with utilities in the project area will be initiated to organize the location of their facilities and collect any information regarding company contacts, existing and proposed plans, and provide a schedule for future review of plan submittals and possible relocation of their facilities. The existing utility basemap along with the proposed improvements will be reviewed during this meeting. Utilities include, but are not limited to electric, fiber optic, telephone, gas, water, and sewer.
- 5.2. Final Plan Utility Meeting: One (1) “true” half size (11” x 17”) set of Final Plans will be provided to each utility company that has facilities located within the project corridor two weeks prior to the utility meeting. The purpose of this plan meeting is to provide the utility companies with a set of plans so they can begin the process of developing relocation plans as needed based on the design layout and limits of construction.
- 5.3. Design Progress Utility Meetings: The Consultant will attend up to four (4) coordination meetings with the utility companies (electric, fiber optic, telephone, gas, water, and sewer) to review plans for the relocation of their facilities. Coordination between the various utilities will be discussed.
- 5.4. The Surveyor will stake the proposed right-of-way along the project corridor for the utility companies to use during relocations. Stakes will be wood lath with flagging, spaced at a maximum of one hundred (100) feet and located at all PI’s.
- 5.5. Utility Relocation Plans: The Consultant will prepare Utility Relocation Plans, to be included on the final plan set. The Utility Relocation Plans will be based on the utility coordination meetings and included for Contractor Information only.
- 5.6. Utility Conflict Report: The Consultant will prepare and maintain a Utility Conflict report that will log potential conflict locations between the proposed improvements and the existing utilities. A KMZ file will be prepared and submitted to the City with the proposed utility relocations.

## **Section 6 – Bidding Services**

- 6.1. The Consultant will post bid documents to Quest CDN for electronic bidding. The Consultant will advise the City and respond to questions prior to the bid opening from contractors, subcontractors, or suppliers. The Consultant will prepare any addendums to the project drawings and/or contract specifications as required.
- 6.2. The Consultant will attend and conduct a pre-bid meeting. Meeting minutes will be provided by the Consultant and distributed to the proposed bidders in the form of an Addendum.

- 6.3. The Consultant will attend the bid opening, assist the City with evaluating the bids, and provide a recommendation of bid award.

## **Section 7 – Post Design Services**

- 7.1 Post design services unless specifically indicated in Section 5 will not be a part of this contract. This work will be negotiated as an additional service once a bid date has been set by the City.

### **Optional Services**

#### **Phase O.1 – Location of Existing Underground Utilities (Potholing)**

The Consultant will locate specific underground utilities that may be in conflict with the proposed improvements. The Consultant hire a non-destructive excavation company, this will be provided as a direct pass through expense. It is assumed that a maximum of ten (10) locations along the corridor will be excavated and surveyed.

#### **Phase O.2 – Rock Island Trail Connection**

If requested by the City, the Consultant will design a trail connection between Chipman Road and the proposed Rock Island Trail. To avoid an at-grade crossing of Chipman Road, the connections will be designed on both the north and south sides of the road.

### **City Responsibilities**

1. City will provide the City standard details to the Consultant for use in the project. The standard details will be modified as needed for this specific project.
2. City will notify all property owners along the project of any public meetings.
3. City shall arrange and provide the facilities for all public meetings.
4. City will provide recent bid tabs to assist in the development of cost estimates.
5. The City will acquire all proposed right-of-way and easements, if required.
6. The City will obtain all necessary permits from the State or Federal agencies. The Consultant will assist the City as noted in Section 4. Any additional environmental clearance reviews will be negotiated as an additional service. No environmental investigations, permits or services are included except as specifically identified.
7. Project will be prepared in English units, full-size plan sheets are to be 22" x 34".
8. The Consultant will not be completing a property boundary survey, nor will the Consultant be responsible for setting new property corners if they are missing. Section corners that will be disturbed by construction activities will be noted on the plans and included as a bid item for replacement.
9. Any work requested by the City that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
  - a. Changes in the scope, extent, or character of the project.
  - b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
  - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
  - d. Plan revisions required by right-of-way negotiations.

### **Items Not Included in the Scope of Services**

1. Preparation of a cultural resources survey.
2. Major design revisions or modifications created by negotiations between the City and the property owner during property acquisition as outlined in Section 1.
3. Post-design services including, but not limited to, review of shop drawings, construction observation, construction staking, and preparation of construction record drawings.
4. US Customary (English) units of measure will be used in developing the design, construction plans, supplemental specifications, quantity estimates and estimates of probable construction cost for the bridge and retaining wall improvements.
5. Channel change work, other than directly at the inlet and/or outlet end of roadway drainage structures, will not be required.
6. Retaining wall design other than modular block and/or integral sidewalk/retaining walls. Should structural retaining walls be required, the design will be negotiated as additional services.
7. State and/or federal funds are not available for construction of the improvements.

**EXHIBIT B**

Project: **Chipman Road**  
 By: May 23, 2018  
 Date: Lee's Summit, MO



**HOURLY RATES**

<b>CLASS</b>	<b>TITLE</b>	<b>REGULAR BILLING RATE</b>	<b>OVERTIME BILLING RATE</b>
FS1	Survey Tech I	\$ 40.00	\$ 60.00
FS2	Survey Tech II	\$ 50.00	\$ 75.00
FS3	Survey Tech III	\$ 70.00	\$ 105.00
FS4	Crew Chief, Senior Crew Chief	\$ 90.00	\$ 135.00
FS5	Chief Surveyor (Licensed)	\$ 105.00	\$ 157.50
FS6	Survey Manager (Licensed)	\$ 142.00	\$ 142.00
OD1	CADD Technician (entry Level)	\$ 40.00	\$ 60.00
OD2	CADD Technician	\$ 56.00	\$ 84.00
OD3	CADD Technician	\$ 71.00	\$ 106.50
OD4	CADD Technician	\$ 84.00	\$ 126.00
OD5	Senior CADD Technician / CADD Manager	\$ 104.00	\$ 156.00
OP1	Apprentice Stereo Operator	\$ 49.00	\$ 73.50
OP2	Stereo Operator	\$ 55.00	\$ 82.50
OP3	Stereo Operator / GIS Analyst	\$ 75.00	\$ 112.50
OP4	Stereo Operator / GIS Analyst	\$ 94.00	\$ 141.00
OP5	Chief Photogrammetrist	\$ 125.00	\$ 125.00
OP6	Chief Photogrammetrist	\$ 135.00	\$ 135.00
OP7	Chief Photogrammetrist	\$ 216.00	\$ 216.00
P1	Graduate Enginner (Unlicensed)	\$ 88.00	\$ 88.00
P2	Graduate Enginner (Unlicensed)	\$ 96.00	\$ 96.00
P3	Staff Detail Designer (Unlicensed)	\$ 112.00	\$ 112.00
P4	Staff Detail Designer (Licensed)	\$ 130.00	\$ 130.00
P5	Project Designer (Licensed)	\$ 170.00	\$ 170.00
P6	Project Manager (Licensed)	\$ 190.00	\$ 190.00
P7	Department Head, Principal (Licensed)	\$ 230.00	\$ 230.00
PD1	CADD Designer	\$ 77.00	\$ 115.50
PD2	CADD Designer	\$ 81.00	\$ 121.50
PD3	CADD Designer	\$ 99.00	\$ 148.50
PD4	Senior CADD Designer	\$ 108.00	\$ 108.00
PD5	Senior CADD Designer	\$ 165.00	\$ 165.00
PL1	Junior Planner	\$ 75.00	\$ 112.50
PL2	Junior Planner	\$ 90.00	\$ 135.00
PL3	Planner (Unlicensed)	\$ 100.00	\$ 100.00
PL4	Planner (Licensed)	\$ 115.00	\$ 115.00
PL5	Planner/Project Manager (Licensed)	\$ 145.00	\$ 145.00
PL6	Planner/Department Head (Licensed)	\$ 200.00	\$ 200.00

**EXPENSES**

<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
Project Miles	Miles	\$ 0.80
Use of Employee Vehicle	Miles	\$ 0.55
Survey Miles	Miles	\$ 0.95
GPS Equipment	Day	\$ 125.00
Robotic Total Station	Day	\$ 125.00
3D Laser Scanner	Day	\$ 600.00
In-House Printing (B&W Wide Format)	SF	\$ 0.25
In-House Printing (Color Wide Format)	SF	\$ 0.75
In-House Printing (B&W Mylar Wide Format)	SF	\$ 2.00
Printing Outsourced	Cost	Cost
Shipping and Handling	Cost	Cost
Postage	Cost	Cost

## Packet Information

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**File #:** TMP-0934, **Version:** 2

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An ordinance authorizing the execution of modification No. 1 to agreement dated February 5, 2017 (RFQ NO. 2017-305A) for professional Engineering Services for Gateway Drive improvements by and between the City of Lee's Summit, Missouri, and Garver, LLC, for a net increase of \$7,822.00 with a revised contract amount not to exceed \$128,224.00.

Issue/Request:

Approval of an ordinance authorizing the execution of modification No. 1 to agreement dated February 5, 2017 (RFQ NO. 2017-305A) for professional Engineering Services for Gateway Drive improvements by and between the City of Lee's Summit, Missouri, and Garver, LLC, for a net increase of \$7,822.00 with a revised contract amount not to exceed \$128,224.00.

Key Issues:

The Gateway Drive Improvements Project was approved by City Council in the FY2018 Capital Improvement Plan and it is funded by savings from the 2007 CIP Sales Tax Renewal.

The City desires to modify the base agreement with Garver to provide additional engineering services during construction.

Construction for this project is scheduled to begin construction in June, 2018.

The budget of \$850,000.00 is adequate to provide additional funds for the extra services.

Proposed Committee Motion:

I move to recommend to the City Council approval of an ordinance authorizing the execution of modification No. 1 to agreement dated February 5, 2017 (RFQ NO. 2017-305A) for professional Engineering Services for Gateway Drive improvements by and between the City of Lee's Summit, Missouri, and Garver, LLC, for a net increase of \$7,822.00 with a revised contract amount not to exceed \$128,224.00.

Background:

An agreement between the City and Garver, LLC was executed on February 15, 2017 for professional engineering services to design the Gateway Drive project. Garver completed the City with basic scope of services outlined in the original agreement, except for some of pre-construction services still underway.

The City has advertised and awarded the construction of Gateway Drive to Freeman Concrete Construction. The Contractor will be required to submit shop drawings from fabricators, materials certifications from suppliers that must be reviewed by Garver Engineers to ensure conformance with the project's plans and specifications. Other engineering support during construction will include plan revisions as needed based on actual conditions in the field, reviewing change orders, answering questions related to the project design, attending periodic construction progress meetings, and prepare post-construction record drawings for City records.



The original contract authorized a fee up to \$120,402 that was split between basic services and optional services. The basic services were those necessary to complete the work for a not to exceed amount of \$109,302. The optional services allowed for contingencies to extend a sanitary sewer main or conduct additional subsurface explorations if the preliminary work found potential. The \$11,100 of optional services were not required, and are being deleted from the contract in this modification. The additional services included in modification No. 1 are for a not to exceed amount of \$18,922. Therefore, the net increase is \$7,822 for a revised contract total of \$128,224.

Impact/Analysis:

This agreement will allow Garver to provide the City with Submittal Review of the items identified in the background paragraph. Not having appropriate engineering services during construction does not follow current standards of practice for engineering and construction quality assurance.

*..Presenter*

Karen Quackenbush, Staff Engineer

Staff recommends approval of an ordinance authorizing the execution of modification No. 1 to agreement dated February 5, 2017 (RFQ NO. 2017-305A) for professional Engineering Services for Gateway Drive improvements by and between the City of Lee's Summit, Missouri, and Garver, LLC, for a net increase of \$7,822.00 with a revised contract amount not to exceed \$128,224.00.

**MODIFICATION NO. 1 TO AGREEMENT  
DATED FEBRUARY 5, 2017 (RFQ NO. 2017-305A)  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR GATEWAY DRIVE IMPROVEMENTS**

**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 Garver, LLC (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated February 5, 2017 (RFQ No. 2017-305A) for professional engineering services for Gateway Drive Improvements (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 follows:

**SECTION 1.9 – Bidding/Construction Phase Services**

Section 1.9 of the original agreement is hereby amended as follows:

4. Provide review and recommendation of Approved/Not Approved/Modification Required for the following submittals as identified in the Gateway Drive Project Manual Section 01116 Submittal Checklist:

- Preliminary Matters: Preliminary Progress Schedule
- Preliminary Matters: Preliminary Schedule of Submittals
- Landscaping: Turf Reinforcement Mat
- Miscellaneous: Anchor Bolts (not signal or lighting)
- Miscellaneous: Epoxy
- Miscellaneous: Geotextile
- Miscellaneous: Grout
- Miscellaneous: Handrail
- Miscellaneous: Monument Box

- Retaining Walls: Aggregate
- Retaining Walls: Block or Stone
- Retaining Walls: Concrete
- Retaining Walls: Curing Compound
- Retaining Walls: Wall Design
- Storm Sewers: Structures

Recommendation of Approved/Not Approved/Modification Required will be communicated in PDF format via email to City and an explanation of denial or modification needed will be included.

5. Provide As-Built Plans. The Engineer will review, approve, or deny contractor requested changes to the contract drawings as provided by the City and/or Contractor and make revisions to the original drawings as needed. Revised drawings will be provided in PDF format for use by the City.

**SECTION 1.10 – Project Deliverables**

Section 1.10 of the original agreement is hereby amended as follows:

11. One copy in PDF format of each submittal item response as detailed in Section 1.9, Item 4.

**SECTION 1.11 – Schedule**

Section 1.11 of the original agreement is hereby amended as follows:

<u>Phase Description</u>	<u>Deliverable Date</u>
Construction Submittals	
Schedule/MSE Wall Design/Structures	One Calendar Week per Submittal
Remaining Items	Three Calendar days per Submittal

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

Article II of the Base Agreement, as amended, is hereby amended as follows:

Article II of the Base Agreement is removed from the contract.

**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 Nine Hundred Twenty Two Dollars (\$18,922.00). The maximum not to exceed fees (hourly fees and expenses) by project phase is hereby amended to the amounts set forth in subsection C below. The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of One Hundred Twenty Eight Thousand Two Hundred Twenty Four Dollars (\$128,224.00).
- B. Article II Optional Services are no longer being provided by Engineer. The total fees for the Optional Services shall be Zero Dollars (\$0.00).
- C. The amended total not to exceed amount for the Basic Services is One Hundred Twenty Eight Thousand Two Hundred Twenty Four Dollars (\$128,224.00).

**ARTICLE V  
COMPLETION TIME**

Article V of the Base Agreement, as amended, is hereby amended as follows:

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

- The basic services will be considered complete at the conclusion of construction which is anticipated to be 210 calendar days after the date the contract time commences.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**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.

The remainder of this page is intentionally left blank.

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

APPROVED AS TO FORM:

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

**ENGINEER:**

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

ATTEST:

\_\_\_\_\_

# EXHIBIT A

## City of Lee's Summit NE Gateway Drive

### FEE SUMMARY

<b>Title I Services</b>	<b>Estimated Fees</b>
<i>Geotechnical Services (Geotechnology)</i>	\$4,200.00
<i>Surveys (Powell CWM)</i>	\$12,564.00
Preliminary Design	\$36,885.00
Final Design	\$48,002.00
<i>Property Acquisition Documents (Powell CWM)</i>	\$3,025.00
<b>Subtotal for Title I Services</b>	<b>\$104,676.00</b>

<b>Title II Services</b>	
Bidding/Construction Phase Services	\$4,626.00
Amendment 1 - Submittal Review Services	\$18,922.00
<b>Subtotal for Title II Services</b>	<b>\$23,548.00</b>

**Total for Title I and II Services      \$128,224.00**

### Optional Services

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**Subtotal for Optional Services      \$0.00**

**Total for Title I, II, and Opt. Services      \$128,224.00**

**EXHIBIT A**

**City of Lee's Summit  
NE Gateway Drive**

**AMENDMENT 1 - SUBMITTAL REVIEW SERVICES**

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	E-1	T-1	X-2
	\$246.00	\$197.00	\$138.00	\$114.00	\$99.00	\$72.00	\$77.00
	hr	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>							
Submittal Reviews							
Prelim. Matters: Prelim. Progress Schedule		1	8				
Prelim. Matters: Prelim. Schedule of Submittals		1	8				
Landscaping: Turf Reinforcing Mat		0.25	1				
Miscellaneous Anchor: Bolts		0.25	1				
Miscellaneous: Epoxy		0.25	1				
Miscellaneous: Geotextile		0.25	1				
Miscellaneous: Grout		0.25	1				
Miscellaneous: Handrail		1	2				
Miscellaneous: Monument Box		0.25	1				
Retaining Walls: Aggregate		0.25	1				
Retaining Walls: Block or Stone		0.25	1				
Retaining Walls: Concrete		0.25	1				
Retaining Walls: Curing Compound		0.25	1				
Retaining Walls: Wall Design		0.25	24				
Storm Sewer - Structures		0.25	24				
As-Built Drawings			24				
Management/Coord.		20					
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>26</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>0</b>	<b>26</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Salary Costs</b>	<b>\$0.00</b>	<b>\$5,122.00</b>	<b>\$13,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**SUBTOTAL - SALARIES: \$18,922.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$0.00**

**SUBTOTAL: \$18,922.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$18,922.00**

**BILL NO.**

**ORDINANCE NO.**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO AGREEMENT DATED FEBRUARY 5, 2017 (RFQ NO. 2017-305A) FOR PROFESSIONAL ENGINEERING SERVICES FOR GATEWAY DRIVE IMPROVEMENTS BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER, LLC, FOR A NET INCREASE OF \$7,822.00 WITH A REVISED CONTRACT AMOUNT NOT TO EXCEED \$128,224.00

WHEREAS, The Gateway Drive Improvements Project was approved by City Council in the FY2018 Capital Improvement Plan; and

WHEREAS, Garver, LLC was selected based on qualifications based selection; and

WHEREAS, City intends to employ engineering services during construction for the Gateway Drive Improvements (hereinafter "Project"); and

WHEREAS, a Garver, LLC submitted a proposal for the Project and an estimate of engineering costs to perform the work; and

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

WHEREAS, City desires to enter into a modified agreement with the Garver, LLC, to perform the work.

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

SECTION 1. That the agreement for professional engineering services contract by and between the City of Lee's Summit, Missouri and Garver, LLC generally for the purpose of professional engineering services for the Gateway Drive Improvements (RFQ No. 2017-305A), a true and accurate copy being attached hereto and incorporated herein by reference is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

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

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



**BILL NO.**

**ORDINANCE NO.**

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel Infrastructure and Zoning, *Nancy K. Yendes*

## Packet Information

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**File #: 2018-2112, Version: 1**

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Discussion on Transfer Station construction at the Resource Recovery Park.

Question presented:

Which of the following three options would Council like the City Manager to pursue?

1. Stay the course on the original design knowing there may be a funding shortfall once bids are opened;  
or

2. Allow Summit Waste Systems' (SWS) proposed design change knowing there may be a funding shortfall at opening of bids. Change includes:

- relocation of Transfer Station on site
- in-kind work for SWS

;or

3. Council declines to appropriate additional funding and authorizes the City Manager to proceed with Transfer Station project once SWS agrees to fund all costs in excess of the proceeds from the sale of the equipment (\$1.152M)

The City Manager seeks guidance from Council on the next steps to take for dealing with Transfer Station option in the operations management contract for the Resource Recovery Park and Related Facilities.

### BACKGROUND:

The City decided to privatize the operations of the Resource Recovery Park (RRP) and entered into a contract on January 26, 2016 with Summit Waste Systems, LLC ("SWS"), a subsidiary of Heartland Environmental Services ("HES") which was the successful bidder for the contract. SWS took over operations of the RRP on March 1, 2016.

The agreement provides phases for performance of obligations and payment of compensation. The agreement also provides for the possibility of constructing a Transfer Station to be owned by the City and operated by SWS. The City's contribution was capped by the agreement to the amount the City received from the purchase of landfill equipment. SWS handled the sale of the equipment and the equipment was purchased by a third party for a net amount of \$1.15 Million. The City, with input from SWS, had its outside engineering consultant partially design the TS to a point that an estimate of the construction costs could be made. The estimate was \$1.991 Million. This exceeded the amount the City had available for construction.

The contract provides that if the TS will cost more than what was netted from the sale of the equipment that the two parties (City and SWS) would negotiate in good faith as to how the TS would be paid for. The staff and SWS have spent a lengthy time period attempting to negotiate how the shortfall of cost will be funded. Last summer Council generally directed staff that the City was not interested in spending more than what had been received from the equipment purchase. Since August 2017, staff has explored options with SWS of how the TS could be built with this fiscal restriction

on the City's contribution. These options were developed based on comments by SWS as to what its needs and ability to influence the final costs were. This included the possibility of a land lease with SWS designing, constructing, and owning the building at SWS cost, SWS being responsible for the design and construction of the TS similar to a design/build arrangement, or SWS bidding the project out to allow it control over costs but being responsible for ongoing maintenance and repair throughout the rest of the contract. None of these options were ultimately acceptable to SWS for various reasons.

SWS was given the opportunity to attempt to develop an alternative design to the one the City had developed that would cost less. SWS provided the City with an estimate of out of pocket costs of \$1,596,107.00 with SWS providing in-kind service at no cost to the City of certain work totaling \$271,055.00. However, there are some items that SWS took out that would be included such as fencing, bollards, gates and light poles. Those total \$86,850.00.

Following the discussion, staff will ask the Committee to make a recommendation to the City Council on which option to pursue.

Bob Hartnett, Deputy Director of Public Works/Administration and Nancy K. Yendes, Chief Counsel of Infrastructure and Planning

Committee Recommendation: [Enter Committee Recommendation text Here]

# Transfer Station Funding

Public Works Committee  
June 19, 2018

## Transfer Station Funding

# Requested PWC Direction

PWC recommend one of the following options:

1. Stay the course on the original design knowing there may be a funding shortfall once bids are opened.
2. Allow Summit Waste Systems' (SWS) proposed design change knowing there may be a funding shortfall at opening of bids. Change includes:
  - relocation of Transfer Station on site
  - in-kind work from SWS
3. Council declines to appropriate additional funding and authorizes the City Manager to proceed with Transfer Station project once SWS agrees to fund all costs in excess of the proceeds from the sale of the equipment (\$1.152M)

# The Contract – SWS Tasks

- SWS Contract executed (1/2016)
- Contract provisions relating only to the transfer station include:
  - Phase 1: Run landfill & some environmental programs
    - Purchase equipment; proceeds to be used for Transfer Station design, permitting, and construction
  - Phase 2: Operate transfer station
- SWS assumed operation (3/1/2016)

# The Contract – LS Tasks

- SWS Contract executed (1/2016)
- Contract provisions relating only to the transfer station include:
  - Phase 1: Sell equipment to SWS
    - Design, permit, and construct Transfer Station
  - Phase 2: City tasks are not related to Transfer Station

## Transfer Station Funding

# The Contract

- Proceeds from the sale of the equipment will be used to design, permit and construct the transfer station
  - The equipment sale netted \$1.152M
- “...in the event that the cost of design, construction and permitting of the transfer station would exceed the amount paid by the Contractor...Contractor and City agree to negotiate in good faith for an equitable allocation ...such excess costs...”
  - The project estimate based upon completed preliminary design is \$1.991M
  - SWS’ estimate, assuming in-kind contributions from SWS, is \$1.596M



# Negotiations

- Design and negotiation between the City and SWS have been ongoing since May 2016
- Staff and SWS have explored:
  - Identifying additional funding based upon preliminary design project estimate
  - Possible land lease with SWS owning the building
  - Design/build with SWS as contractor
  - SWS bidding and being responsible for construction and any overruns and all maintenance or repair
  - SWS suggested design changes, moving the location of the building, and in-kind work to reduce costs of construction

# Contract Considerations

- Under the contract, Council may decide not to provide additional funding for the Transfer Station
- Whether or not Phase 2 (Transfer Station) is implemented, remainder of Contract remains in effect
- SWS does have a right to terminate all or part of the contract

# Other Considerations

- The PWC and City Council may also consider the convenience of local solid waste disposal options for Lee's Summit businesses and residents in the decision making process.
- Any additional City funding would most likely need to come from the General Fund.

## Transfer Station Funding

# Option 1

Stay the course on the original design knowing there may be a funding shortfall once bids are opened.

- City/HES participated in the design
- Public Open House was held
- Total cost was estimated at \$1.991M
- Equipment proceeds were \$1.152M
- SWS additional contribution \$.400M
- Shortfall \$.439M

## Transfer Station Funding

# Option 2

Allow Summit Waste Systems' (SWS) proposed design change knowing there may be a funding shortfall at opening of bids.

New location and “slightly adjusted” size

- SWS Estimated Cost \$1.596M\*
- Equipment proceeds were \$1.152M
- Design modification estimate \$.100M
- SWS additional contribution \$.400M
- Shortfall \$.144M

\*does not include \$87K in eliminated items and \$276K of SWS in-kind services

## Transfer Station Funding

# Option 3

Council declines to appropriate additional funding and authorizes the City Manager to proceed with Transfer Station project once SWS agrees to fund all costs in excess of the proceeds from the sale of the equipment (\$1.152M)

# Transfer Station Funding Options Summary

	Option 1	Option 2	Option 3
<b>Description</b>	Original Design	SWS Modified Design \$ .100M	No Transfer Station
<b>Project Requirements</b>	Design Process (30% Complete )	Design Process (0% Complete )	
	City Development Process	City Development Process	
	MDNR Permitting	MDNR Permitting	
	Public Bidding	Public Bidding	
	Prevailing Wage	Prevailing Wage	
	Construction	Construction	
<b>City Contribution (Equipment Proceeds)</b>	\$1.152M	\$1.152M	\$1.152M
<b>SWS (Capped Cash Contribution)</b>	\$0.400M	\$0.400M	
<b>Estimated Total Project Costs</b>	\$1.991M*	\$1.596M**	\$0.115M***
<b>Minimum Estimated City Funding Shortfall</b>	(\$.439M)	(\$0.144M)	\$1.037M
<b>Project Cost Notes</b>	*project estimate from Jan. 2017; would not include current concrete and steel prices	**reduced by \$87K in eliminated items and \$276K of SWS in-kind services	***design costs spent to date

# Transfer Station Funding

# The Schedule



**City of Lee's Summit RRP  
Tentative Transfer Station Schedule  
Updated June 7, 2018**

<b>Task 1 City Development Process</b>		
Pre-Application Meeting		July 2018
Prepare Minor Plat	2 months	July 2018 to Aug-18
Submit Minor Plat		Aug 2018
Open House with Public		Aug 2018
Prepare Special Use Permit (SUP)		Aug 2018 to Oct 2018
Submit SUP		Oct 2018
Applicant's Meeting		Nov 2018
Planning Commission Meeting		Dec 2018
City Council Hearing		Jan 2019
<b>Task 2 MDNR Permit Process</b>		
MARC Approval	4 weeks	Aug 2018 to Sept 2018
Pre-Application Meeting		Jan 2019
Design	3 months	Jan 2019 to Mar 2019
Permit Application Submittal		Mar 2019
Application Review	6 months	Mar 2019 to Aug 2019
Public Hearing		May 2019
Receive Construction Permit		Aug 2019
<b>Task 3 Design Process</b>		
Geotechnical Investigation	2 months	Jan 2019 to Feb 2019
Detailed Design and Construction Documents	3 months	Mar 2019 to May 2019
Final Development Plan	1 month	June 2019 to July 2019
Codes Review	1 month	June 2019 to July 2019
<b>Task 4 Construction</b>		
Bid and Contracting	3 months	Aug 2019 to Oct 2019
Construction	6 months	Nov 2019 to Apr 2020
Operating Permit Application Preparation	6 months	Jan 2020 to June 2020
Operating Permit Review	2 months	July 2020 to Aug 2020
Receive Approval to Operate		Sept 2020

## Transfer Station Funding

# Requested PWC Direction

PWC recommend one of the following options:

1. Stay the course on the original design knowing there may be a funding shortfall once bids are opened.
2. Allow Summit Waste Systems' (SWS) proposed design change knowing there may be a funding shortfall at opening of bids. Change includes:
  - relocation of Transfer Station on site
  - in-kind work from SWS
3. Council declines to appropriate additional funding and authorizes the City Manager to proceed with Transfer Station project once SWS agrees to fund all costs in excess of the proceeds from the sale of the equipment (\$1.152M)

# Transfer Station Funding

## Questions