



The City of Lee's Summit

Final Agenda

Public Works Committee

Tuesday, November 27, 2018

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order
- D. Roll Call
- 1. Approval of Agenda
- 2. Approval of Action Letter
 - A. [2018-2428](#) Approval of the October 23, 2018 Action Letter
- 3. Public Comments
- 4. **Business**
 - A. [TMP-1043](#) An Ordinance authorizing the award of Bid No. 2019-024 to PVS Technologies for ferric chloride as a yearly contract, and authorizing the City Manager to enter into an agreement for the same in the amount of \$76,960.00 annually.

Presenter: Michael Riley, Facilities Manager, Lee's Summit Water Utilities
 - B. [TMP-1073](#) An Ordinance authorizing the award of Bid No. 2019-033 to Huttinger Construction Company for replacement of the Tudor Road Pumping Station roof, and authorizing the City Manager to enter into an agreement for the same in the amount of \$61,077.

Presenter: Micheal Riley, Operations and Maintenance Manager
 - C. [TMP-1057](#) An Ordinance authorizing the execution of Addendum No. 6 to an agreement by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. for the services related to site remediation and High Service Pump Station fuel tank design at the old water operations facility in the amount of \$60,320 and authorizing the City Manager to enter into the same.

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

- D. [TMP-1058](#) An Ordinance authorizing the execution of Addendum No. 6 to an agreement by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc. for the design of a new control system for the utilities Supervisory Control and Data Acquisition (SCADA) system in the amount of \$84,370 and authorizing the City Manager to enter into the same.

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

- E. [TMP-1059](#) An Ordinance authorizing the execution of and engineering contract (RFQ 2019-002) by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc. for the Lee's Summit Water Transmission, Large Diameter Sewers and Force Main Condition Assessment and Management Program in the amount of \$1,526,380 and authorizing the City Manager to enter into the same.

Presenter: Jeff Thorn, PE Assistant Director of Water Utilities

- F. [TMP-1062](#) An Ordinance awarding Bid No. 57831683-C, for the cathodic protection pilot program to Wiedenmann, Inc., in the amount of \$203,997.00 and authorizing the City Manager to execute an agreement for the same.

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

- G. [TMP-1070](#) An Ordinance approving Change Order #1 to the On-Call contract with Wiedenmann Inc. for the installation of a leachate cut-off trench at the Resource Recovery Park, an increase of \$26,337.51 for a revised contract price of \$90,018.51.

Presenter: David Lohe, Supervisory Engineer

- H. [TMP-1071](#) An Ordinance authorizing the execution of Modification No. 4 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 \$94,275.00, and authorizing the City Manager to enter into an agreement for the same.

Presenter: David Lohe, Supervisory Engineer

5. Items for Discussion

- A. [2018-2427](#) Continued Discussion - Transit

Presenter: Michael Park, PE, PTOE, City Traffic Engineer

- B. [2018-2411](#) FY19 Snow Plan Update

Presenter: Shawn Graff and Bob Hartnett

6. Roundtable

7. 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

File #: 2018-2428, **Version:** 2

Approval of the October 23, 2018 Action Letter

Issue/Report:

Approval of the October 23, 2018 Action Letter.

Key Issues:

Proposed Committee motion:

I move for approval of the Action Letter dated October 23, 2018.

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

Tuesday, October 23, 2018

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

Amended

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

The October 23, 2018 Public Works Committee meeting was called to order by Chairman Faith, at 5:30 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.

D. Roll Call

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

1. Approval of Agenda

A motion was made by Councilmember Forte, seconded by Councilmember Binney, to approve the agenda as posted. The motion carried by a unanimous 4-0 vote.

2. Approval of Action Letter

A. [2018-2385](#) Approval of the August 21, 2018 Action Letter

A motion was made by Councilmember Forte, seconded by Councilmember Binney, to approve the Public Works Committee Action Letter dated August 21, 2018. The motion carried by a unanimous 4-0 vote.

3. Public Comments

Ms. Deb Calhoun, representing Newberry HOA, addressed the committee regarding a sewer leak into the neighborhood creek which occurred on Sept. 20. They would like to know more about that incident and if the creek is safe. She also expressed concerns about the landfill. They are delighted that the landfill will be closing.

Mr. Aiden Matlock, representing the student body of Rockhurst High School, came as part of his U.S. Government class to fulfill a requirement in which he needs to have a civic experience.

4. Business

- A. [BILL NO. 18-182](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 6 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional federal funds in the amount of \$72,760.00 for land acquisition for Runway 18-36 Extension at the Lee's Summit Municipal Airport. (PWC 10/23/18)

A motion was made by Councilmember Binney, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- B. [BILL NO. 18-183](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Sixth Supplemental Agreement to Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting Additional funds in the amount of \$4,042.00 which is equal to fifty percent (50%) of the additional match for the sponsor's State Block Grant for project No. 11-109A-2 for land acquisition for Runway 18-36 Extension at the Lee's Summit Municipal Airport. (PWC 10/23/18)

A motion was made by Councilmember Forte, seconded by Vice Chair DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- C. [BILL NO. 18-184](#) An Ordinance authorizing the execution of Modification No. 2 to the agreement with George Butler Associates, Inc. for Professional Engineering Services for SW Jefferson St. (Persels Rd to Oldham Pkwy)(RFQ No. 419-32272) in the amount of \$18,448 for a revised not to exceed contract amount of \$318,400.00. (PWC 10/23/18)

A motion was made by Councilmember Binney, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- D. [BILL NO. 18-185](#) An Ordinance authorizing execution of Modification No. 11 to the agreement with Crawford, Murphy and Tilly, Inc. for on-call engineering services for the Municipal Airport (RFQ 2015-300) not to exceed maximum payment of \$25,590.00 for the boundary survey, zoning plats and Strother Road vacation plats. (BOAC 10/08/18, PWC 10/23/18)

A motion was made by Councilmember Binney, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- E. [BILL NO. 18-186](#) An Ordinance authorizing the execution of addendum number 5 to an agreement by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. for the services related to Tudor Road Pump Station Odor Control in the amount of \$107,500 and authorizing the City Manager to enter into same. (PWC 10/23/18)

A motion was made by Councilmember Forte, seconded by Councilmember Binney, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- F. [BILL NO. 18-187](#) An Ordinance authorizing an agreement by and between the City of Lee's Summit and Wiedenmann Construction, Inc. for Repair Services for Water, Wastewater & Stormwater Infrastructure for Water Utilities and Public Works Operations Division based on annual budget funding and the rates reflected in the attached bid tabulation and authorizing the City Manager to enter into the same. (PWC 10/23/18)

A motion was made by Councilmember Forte, seconded by Vice Chair DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

5. Items for Discussion

- A. [2018-2370](#) Discussion - Transit

Mr. Michael Park, PE, PTOE, City Traffic Engineer, shared information and led an open dialogue of discussion about the transit contracts. He described existing transit offered in Lee's Summit and provided comments that have been received over the last year with regards to users, potential users, and the possible changes they desire. He requested direction from City Council to review the proposed fixed routes to incorporate those, or one, or neither as they work on the contracts moving forward. Federal funding is there but the need is to find the local funding. He stated he would bring back to the committee information on fixed routes with contracts and budget numbers. This presentation was received and filed.

B. [2018-2387](#) Discussion and Update on Solid Waste Services

Chris Bussen, Solid Waste Superintendent, gave an update on Solid Waste Services detailing the landfill closing at the end of December 2018 and status of the North Recycling Center. Negotiations for a transfer station have ceased with Summit Waste Systems. Staff is currently working on projects such as an RFP for continued Public Disposal Area operations, RFP for transfer station, bid for landfill closure, and determining other services to be offered. Permanent disposal solution would be either a transfer station or landfill and an RFP is currently under staff review. The process of closure of the landfill was described in detail. He proposed going out to bid to seek vendors to pull containers in order for the north recycling center to reopen.

This presentation was received and filed.

6. Roundtable

Christal Weber, Assistant City Manager, Operations, asked that Chris Bussen present information about RecycleFest. It will be on Nov. 17 from 9 a.m. - 12 p.m. at 220 SE Green St in between City Hall and the parking garage. It is held twice a year. Once for Earth Day in the spring and once for America Recycles Day in the fall. He provided a list of things accepted at the event.

Ms. Weber announced a drug take back day on Saturday, Oct. 27 from 10 a.m. - 2 p.m. There are several locations in Lee's Summit including the Police Department which are available on the City's website.

Ms. Weber praised staff for work on a sewer overflow that occurred on Oct. 20 due to vandalism. David Maxwell, an employee in the Water Department, put together a program a few years ago to have emergency material inventoried, maintained, and ready to go in case there ever was one. They were able to get to the overflow, pump it all out, dam it, and clean up the creek all in one day. After some water quality testing the quality of the creek was better after the clean up than it was before the overflow.

7. Adjournment

The October 23, 2018 Public Works Committee meeting was adjourned by Chairman Faith at 6:59 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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Packet Information

File #: TMP-1043, **Version:** 1

An Ordinance authorizing the award of Bid No. 2019-024 to PVS Technologies for ferric chloride as a yearly contract, and authorizing the City Manager to enter into an agreement for the same in the amount of \$76,960.00 annually.

Issue/Request:

Water Utilities applies ferric chloride to treat sanitary sewage pumped through the Eastern Watershed Pumping Facility, also known as the Tudor Road Pump Station. The chemical is used to reduce the occurrence of offensive odors as waste is conveyed through the Maybrook and Little Cedar watersheds from Lee's Summit to the Little Blue Valley Treatment Plant. In addition, it inhibits the formation of sulfuric acid that oxidizes sewer facilities.

Ferric chloride is delivered to, and stored in, an underground storage tank at the Tudor Road Pump Station. The application of chemical to the waste stream varies from 100 to 400 gallons per day depending flow conditions.

The City's current product supplier Kemira has requested a price increase of \$0.70 per gallon, or approximately \$36,400.00 annually, which made the City reconsider renewing its current contract with Kemira. By rebidding this contract, the City's increase is only \$0.09 per gallon. This will save the City \$0.61 per gallon or approximately \$31,720.00 annually on Kemira's requested price.

The Purchasing Division issued Bid Number 2019-024 on September 11, 2018.

- 48 potential were notified via the city's e-procurement system, Public Purchase
- Two (2) bids were received by the October 3, 2018 closing date

Proposed City Council Motion:

I move for adoption of an Ordinance authorizing the award of Bid No. 2019-024 to PVS Technologies for ferric chloride as a yearly contract, and authorizing the City Manager to enter into an agreement for the same in the amount of \$76,960.00 annually.

Michael Riley, Facilities Manager, Lee's Summit Water Utilities

Recommendation: Staff recommends approval

Committee Recommendation: I move to recommend for adoption to the City Council an Ordinance authorizing the award of Bid No. 2019-024 to PVS Technologies for ferric chloride as a yearly contract, and authorizing the City Manager to enter into an agreement for the same in the amount of \$76,960.00 annually.

This is the unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received.

BID NUMBER: 2019-024

PROJECT: FERRIC CHLORIDE

DATE/TIME: 10/3/2018 @ 3:00 PM

			BIDDER NAME/ADDRESS		BIDDER NAME/ADDRESS	
			Kemira Water Lawrence, KS		PVS Technologies Detroit, MI	
Description	Est Qty	Est Gal	Unit	Annual	Unit	Annual
FERRIC CHLORIDE	13	4000	\$2.090	\$108,680.00	\$1.48	\$76,960.00
City standard payment terms are Net 30 after receipt of invoice. State any discounts offered:			\$0.00		\$0.00	
Delivery Time (after receipt of Purchase Order):			3 days		3 days	
Warranty:			attached doc		as per specs	
During the course of the contract year, the using department(s) may need to order items not specifically listed above.			na		\$0.00	
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.10?			yes		yes	
If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.10?			na		na	

opened- ddt

UNOFFICIAL

BILL NO. xx-xx

AN ORDINANCE AUTHORIZING THE AWARD OF BID NO. 2019-024 TO PVS TECHNOLOGIES FOR FERRIC CHLORIDE AS A YEARLY CONTRACT, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$76,960.00 ANNUALLY.

WHEREAS, the Water Utilities Department applies ferric chloride to treat sanitary sewage pumped through the Eastern Watershed Pumping Facility located on Tudor Road; and,

WHEREAS, the chemical is used to prevent the formation of sulfuric acid that oxidizes sewer facilities and reduce the occurrence of offensive odors as waste is conveyed through the Maybrook and Little Cedar watersheds from the City of Lee's Summit to the Little Blue Valley Treatment Plant; and,

WHEREAS, the Water Utilities Department needs a supplier for ferric chloride for such purposes; and,

WHEREAS, City issued Bid No. 2019-024 for the acquisition of ferric chloride on the City's website and on PublicPurchase.com; and,

WHEREAS, as of the close of the bid, a total of two (2) companies submitted bids; and,

WHEREAS, based on the evaluation of bids received, the evaluation committee recommended award of Bid No. 2019-024 to PVS Technologies as a yearly contract.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby authorizes the award of Bid No. 2019-024 to PVS Technologies for the purpose of purchasing ferric chloride in an annual amount of \$76,960.00.

SECTION 2. The City Council of the City of Lee's Summit authorizes the execution by the City Manager of an agreement with PVS Technologies for the items contained in Bid No. 2019-024 as a yearly contract, said agreement being attached hereto as Exhibit "A" and incorporated herein by reference.

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

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

Mayor *William A. Baird*

BILL NO. xx-xx

ATTEST:

City Clerk *Trisha Fowler Arcuri*

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and
Operations *Daniel R. White*

THIS CONTRACT, made this ___ day of _____ 2018, is herein called Yearly Contract for Ferric Chloride as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and PVS Technologies, Inc., (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 3rd day of October, 2018, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the ___ day of _____ 2018, Bid No. 2018-024, Contract period from _____ to _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2019-024 section 2.2; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2019-024	Dated:	10.03.2018	Pages	01	through	14
Specifications:		Dated:	10.03.2018	Pages	06	through	06
General Conditions:				Pages	10	through	14
Special Attachments:							

Procurement Officer of Record
Stephen A. Arbo, City Manager Date

PVS Technologies, Inc.

Company Name
Craig Mikkelson

Company Authorized Signature
Vice President of Sales & Marketing

Title Date
Craig Mikkelson

Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds 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.)
 - A **BID DEPOSITS (BONDS).**
 - Bid Deposit Not Required .
 - Bid Deposit Required as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

- (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
- (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
- (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

B PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.

Performance and Labor and Material Payment Bonds Not Required .

Performance and Labor and Material Payment Bonds Bond Required as stipulated in the "Invitation to Bid".

Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- (2) Date of bonds shall be the same as the date of City's execution of the contract.
- (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
- (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
- (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

10. DISCOUNTS AND BID EVALUATION. Discounts offered for prompt payment may be considered in bid evaluation.

11. MATERIAL AVAILABILITY. Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

12. ALTERNATE BIDS. Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

13. AWARD OF CONTRACT.

A BASIS OF AWARD.

- (1) Only firm bids will be considered.
- (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
- (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
- (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.

B EVALUATION OF BIDS.

- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
- (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
- (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.

C NOTICE OF AWARD. After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

14. QUALIFICATIONS OF BIDDERS. The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

15. ANTI-TRUST. Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.

16. GUARANTEE. All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.

17. EXPERIENCE STATEMENT (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. REFUND OF DEPOSIT ON BID DOCUMENTS (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.

GENERAL CONTRACTUAL REQUIREMENTS.

1. DEFINITIONS.

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
- H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

2. PURCHASE ORDERS. The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
3. CONTRACT TERMS. The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
4. TRANSPORTATION CHARGES. Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. PACKAGING. The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. INSPECTION AND ACCEPTANCE. No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. GENERAL GUARANTY AND WARRANTY. The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. PATENTS. Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. QUANTITIES. City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. ACTS OF GOD. Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. BANKRUPTCY OR INSOLVENCY. In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. COMPLIANCE WITH APPLICABLE LAWS. Contractor 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 Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. 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 will be decided by a Missouri Court.

14. TIME OF DELIVERY. The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. INTERPRETATION OF CONTRACT AND ASSIGNMENTS. This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. CONTRACTOR'S INVOICES. Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. NOTICE AND SERVICE THEREOF. Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. TERMINATION OF CONTRACT. This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. INDEMNITY AND HOLD HARMLESS. To the fullest extent allowable by law, Contractor 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 (collectively "Indemnitee"), for, from and against any and all claims, demands, damages, losses, fines, judgments, or liabilities, including costs, expenses, and attorneys' fees (collectively "Claims") to which Indemnitee may become subject, under any theory of liability whatsoever, incurred in the defense of such Claims, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, and arising out of Contractor's performance or non-performance under this contract. The obligations under this indemnification provision shall also apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Contractor's agents, directors, officers, employees, volunteers, contractors, whether employed directly or indirectly by Contractor, and any other person for which Contractor may be legally liable.
21. SUB-CONTRACTS.
- A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
 - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. UNIFORM COMMERCIAL CODE. This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. CHANGES. The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. RESPONSIBILITY FOR SUPPLIES. The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. EXECUTION OF CONTRACT. Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A The Contract shall consist of a PURCHASE ORDER and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - B The contract shall consist of a YEARLY CONTRACT and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - C The contract shall consist of a ONE-TIME CONTRACT and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - D Five copies of the Contract.
 - (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
 - (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
 - (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. FINAL PAYMENT. Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.

27. NON-DISCRIMINATION IN EMPLOYMENT. In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. 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)).
29. TAX EXEMPT. Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT". The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS. No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. 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 Contractor understands that the obligation of the City to pay for goods and/or services under the contract 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 contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. ASSIGNMENTS. Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. DEBARMENT. By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State 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 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 Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

NOTE TO BIDDERS: THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.

35. WORK HOUR AND SAFETY STANDARD ACT. All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. LABOR-RELATED REGULATIONS. The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A Wage Rate Stipulation - State of Missouri. If required by the "Invitation to Bid"
- B Wage Rate Determination - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. BUILDING REGULATION, PERMITS AND LAW.
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
- B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. COORDINATION OF THE WORK. The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. CHANGES IN THE WORK.
- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

40. TIMING.

- A Time to Commence Work: Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B Time Starts to Run: The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C Time of Contract: Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D Excusable Delays: The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
 - (2) To any acts of the City.
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
 - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

41. PAYMENTS.

- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
- B Engineer's Pay Estimates:
- (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
 - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
 - (3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.

42. CONTRACTOR'S CERTIFICATE AND RELEASE (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.

43. SURPLUS MATERIALS. The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.

44. ACCIDENT PREVENTION.

- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

45. CONFLICTS. No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor 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 contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. DAVIS BACON ACT: The wages for any work utilizing this contract 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

File #: TMP-1073, **Version:** 1

An Ordinance authorizing the award of Bid No. 2019-033 to Huttinger Construction Company for replacement of the Tudor Road Pumping Station roof, and authorizing the City Manager to enter into an agreement for the same in the amount of \$61,077.

Issue/Request:

Approval of construction contract for the roof replacement and Tudor Road Pump Station

Key Issues:

- The roof at Tudor Road Pump Station was installed with the station construction in 1991
- The roof is now 27 years old and is beginning to fail as it is at the end of its useful life
- The replacement of this roof has been budgeted in the Equipment Replacement Program (ERP)
- The roof replacement was sent out for bid on 10/25/2018 through the City's Website and the bid was advertised via Public Purchase, 124 suppliers were notified
- 2 Bids were received for this work on 11/9/2018 and were within the budget previously approved
- Huttinger Construction was the apparent low bidder for the work
- Huttinger Construction's references were contacted and work history reviewed and approved

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance authorizing the award of Bid No. 2019-033 to Huttinger Construction Company for replacement of the Tudor Road Pumping Station roof, and authorizing the City Manager to enter into an agreement for the same in the amount of \$61,077.

Micheal Riley, Operations and Maintenance Manager

Recommendation: Staff Recommends approval of an Ordinance authorizing the award of Bid No. 2019-033 to

File #: TMP-1073, **Version:** 1

Huttinger Construction Company for replacement of the Tudor Road Pumping Station roof, and authorizing the City Manager to enter into an agreement for the same in the amount of \$61,077.

Committee Recommendation: [Enter Committee Recommendation text here]

BILL NO. xx-xx

AN ORDINANCE AUTHORIZING THE AWARD OF BID NO. 2019-033 TO HUTTINGER CONSTRUCTION COMPANY FOR REPLACEMENT OF THE TUDOR ROAD PUMPING STATION ROOF, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$61,077.

WHEREAS, the Water Utilities Department operates and maintains a pumping station on Tudor Road; and,

WHEREAS, the roof of the Tudor Road Pumping Station has come to the end of its useful life and is due for replacement; and,

WHEREAS, the Water Utilities Department needed a contractor for the replacement of said roof; and,

WHEREAS, City issued Bid No. 2019-033 for the roof replacement on the City's website and on PublicPurchase.com; and,

WHEREAS, as of the close of the bid, a total of two (2) companies submitted bids; and,

WHEREAS, based on the evaluation of bids received, the evaluation committee recommended award of Bid No. 2019-033 to Huttering Construction Company.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby authorizes the award of Bid No. 2019-033 to Huttering Construction Company for the purpose of replacing the Tudor Road Pump Station Roof for the amount of \$61,077.

SECTION 2. The City Council of the City of Lee's Summit authorizes the execution by the City Manager of an agreement with Huttering Construction Company for the items contained in Bid No. 2019-033 as a contract, said agreement being attached hereto as Exhibit "A" and incorporated herein by reference.

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

BILL NO. xx-xx

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy Yendes

THIS CONTRACT, made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, a Missouri Constitutional Charter City, (hereinafter "City") and Huttinger Construction Company, (hereinafter "Contractor").

WITNESSETH:

THAT WHEREAS, the City prepared bid #2019-033 (hereinafter the "Bid") for construction and related services for the Replacement of Tudor Roof (hereinafter the "Project"). Said Bid issued by the City is incorporated by reference as if fully set forth herein, and,

WHEREAS, the Contractor, in response to the invitation to bid, submitted to the City a proposal for the work to be performed on the Project pursuant to the Bid, and said proposal is attached hereto and incorporated by reference as if fully set forth herein (hereinafter "Contractor's Proposal"), and,

WHEREAS, the City has opened, examined and canvassed the Bids submitted, and as a result of such canvass, has selected the Contractor to construct said improvements for the sum or sums named in the Contractor's Proposal;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that the parties to these presents, in consideration of the compensation to be paid to the Contractor, and of the mutual agreements herein contained, have agreed and hereby agrees the City for itself, and its successors and the Contractor for itself, himself, or themselves, its, his or their successors and assigns, or its, his or their executors and administrators as follows:

ARTICLE I. That the Contractor will furnish, at his own cost and expense, all superintendence, labor, tools, equipment and materials required, and complete in a good first class and workmanlike manner, the work as designated, described and required by the specifications for the Project as set forth in the Bid and Contractor's Proposal, with all work to be done to the entire satisfaction of the City.

ARTICLE II. That the City will pay the Contractor for the performance of this contract in current funds, for the total quantities of work performed at the base bid price stipulated in Contractor's Proposal for the work completed subject to additions and deductions as provided for in the General Conditions and General Requirements. The total contract price for work included in the Contract is the sum of Sixty One Thousand Seventy Seven dollars (\$61,077.00), for all work covered by and designated in the Bid. Payment to the Contractor shall be made in the manner and as specified in the General Conditions and Contractor's Proposal forming a part hereof.

ARTICLE III. That the Contractor will commence work after receiving a signed Notice to Proceed from the City and follow the construction schedule as set forth in the Instructions to Bidders and the General Requirements of the Bid, and will complete all work covered by this contract within consecutive calendar days, from and after said date of execution.

ARTICLE IV. In conformity with the General Requirements of the Bid, the amount of liquidated damages for this Contract shall be \$00.00 per calendar day.

ARTICLE V. Prevailing Wage:

Prevailing Wage does not Apply to this Contract.

Prevailing Wage Applies to this Contract: The wages for all work under this contract shall comply with requirements of the Prevailing Wage Law of the State of Missouri, Missouri Public Law 290.210. The City will withhold 10% retainage until final completion and acceptance by the City of the project. Contractor shall provide certified copies of payroll with each invoice. No less than the prevailing hourly rate of wages specified shall be paid to all workers employed by contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Lee's Summit, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.

Article VI. Independent Contractor: At all times Contractor shall be an independent contractor of the City. Both City and Contractor agree that nothing herein is intended or shall be deemed to create an employer-employee relationship between the City and Contractor of any kind.

This is the unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received.

BID NUMBER: 2019-033

PROJECT: Removal Disposal & Replacement of Tudor Roof

OPENS: 11/9/2018 @ 3:00PM

SPECIFICATION/DESCRIPTION	BIDDER	BIDDER
	Huttinger Construction	Quality Roofing
	Blue Springs, MO	Kansas City, MO
	PRICE	PRICE
Roof replacement Eastern Watershed Pumping Facility 1751 NE Tudor Road - Remove and dispose of the existing perimeter sheet metal, roofing and insulation. - Roof Mounted gas line to be temporarily removed. - Install new R=25 polyisocyanurate roof insulation – in two layers. - Install a vapor retarder (rubberized asphalt/ poly membrane) beneath the insulation. - Install a new 60 mil (white) TPO roof and flashing system. - New roof walkway protection to match the existing layout. - Install new sheet metal flashing and trim, specifically aluminum for exposed pieces including coping and edges. Color to be selected from the manufacturer’s standard colors. - Reset gas line at new height. New gas line supports. - Provide a 20 year manufacturer’s warranty.	\$61,077.00	\$72,475.00
Replacement in kind of gutters and downspouts. Color to be selected from the manufacturer’s standard colors.		
City standard payment terms are Net 30 after receipt of invoice. State any discounts offered.	na	none
Is the pricing provided above tax exempt per the City of Lee’s Summit’s State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.14?	No	Yes
If you answered “No” to the question posed, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.14?	Yes	na

OPENED BY: ddt

UNOFFICIAL

Packet Information

File #: TMP-1057, **Version:** 2

An Ordinance authorizing the execution of Addendum No. 6 to an agreement by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. for the services related to site remediation and High Service Pump Station fuel tank design at the old water operations facility in the amount of \$60,320 and authorizing the City Manager to enter into the same.

Issue/Request:

Award of an engineering design contract for underground storage tank removal and emergency generator fuel tank design.

Key Issues:

- The City would like to prepare the old Water Operations Site for redevelopment
- Water Utilities needed to remove existing operational equipment prior allowing the site to be redeveloped
- The site also houses High Service Pump Station which is most active of the City's three large water pumping facilities
- High Service Pump Station will remain after this site is redeveloped
- High Service Pump Station has a large emergency diesel generator attached to it
- The fueling system for the High Service generator will need to be modified prior to site redevelopment
- Olsson Associates performed a study which recommended removal of the underground fuel storage tank and replacement with an aboveground fuel storage tank

Proposed Committee Motion:

I move to recommend to City Council approval Approval of an Ordinance authorizing the execution of Addendum No. 6 to an agreement by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. for the services related to site remediation and High Service Pump Station fuel tank design at the old water operations facility in the amount of \$60,320 and authorizing the City Manager to enter into the same.

Background:

In December of 2017 Water Utilities Operations moved from 620 NE Douglas Road to the new Water Utilities Service Center located at 1200 SE Hamblen Road. This moved included all of the functions of the Operations and Maintenance Divisions except the SCADA communications equipment as those items were in the middle of an upgrade and could not be moved prior to the completion of that upgrade. That work is nearly complete on the SCADA communications upgrade and the facility has been emptied of the remnant Water Utilities furnishings and fixtures.

The only items left to be dealt with to make the site marketable is an existing underground fuel storage tank which has been left as a backup fuel site and the primary fuel source for the emergency generator for High Service Pump Station which will remain at that location. A study was performed by Olsson Associates to review the options for fueling the generator at High Service. Leaving the underground storage tank was not desirable as it creates long term environmental concerns and it would be oversized if only used as generator fuel. A conversion of the generator to compressed natural gas was reviewed and deemed not cost effective at this time. Finally, it was determined that a correctly sized above ground storage tank would be the best valued option.

The attached contract is for the permitting and removal of the underground storage tank and the design of the aboveground storage tank and site improvements.

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

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of Addendum No. 6 to an agreement by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. for the services related to site remediation and High Service Pump Station fuel tank design at the old water operations facility in the amount of \$60,320 and authorizing the City Manager to enter into the same.

Committee Recommendation: Recommend for approval an Ordinance authorizing the execution of Addendum No. 6 to an agreement by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. for the services related to site remediation and High Service Pump Station fuel tank design at the old water operations facility in the amount of \$60,320 and authorizing the City Manager to enter into the same.

BILL NO. xx-xxx

AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 6 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OLSSON ASSOCIATES ENGINEERING, INC. FOR THE SERVICES RELATED TO SITE REMEDIATION AND HIGH SERVICE PUMP STATION FUEL TANK DESIGN AT THE OLD WATER OPERATIONS FACILITY IN THE AMOUNT OF \$60,320 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME.

WHEREAS, the Water Utilities Department moved from 620 NE Douglas to 1200 SE Hamblen Road; and,

WHEREAS, the City desires to see that site redeveloped; and,

WHEREAS, the site at 620 NE Douglas street also houses one of the utilities main water pump stations which also has backup power; and,

WHEREAS, the backup power for this pump station has an underground diesel storage tank which is now oversized with the utility fleet moving to the new Hamblen Road facility; and,

WHEREAS, marketing a site with an underground storage tank is difficult and it was determined that the existing tank should be removed and replaced with a properly sized above ground fuel tank; and,

WHEREAS, Olsson Associates was hired to do a study which reviewed the options for site remediation and diesel generator configuration; and,

WHEREAS, the On-Call Engineering Contracts Water and Wastewater were renewed on January 17, 2017, and this is the Fifth Addendum to such contract.

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

SECTION 1. That Addendum No. 6 to the On-Call Agreement for professional engineering services by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. generally for the purpose of designing and bidding an odor control system for the Tudor Road Pump Station for the Water Utilities Department, for a contract amount of \$60,320, a true and accurate copy of said Addendum and the scope of work attached hereto as Exhibit "A" and both incorporated herein by reference, be and the same are hereby approved, and the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

BILL NO. xx-xxx

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

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 Council of Infrastructure and Planning
Nancy K. Yendes

EXHIBIT A to ADDENDUM NO. 6 SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the On-Call Agreement for Professional Water and Sanitary Sewer Engineering Services (RFQ No.2016-042-2) dated January 13, 2017 between City of Lee's Summit ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Modification No. 6 of the Agreement is indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 620 NE Douglas Street, Lee's Summit, Missouri

Project Description: Removal and remediation of existing underground diesel fuel storage tank and replacement with a new above ground storage tank.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, pursuant to Article IV of the On-Call Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed Sixty Thousand, Three Hundred Twenty Dollars (\$60,320.00) without written amendment authorization from the Client.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: To be determined upon Client approval

Anticipated Completion Date: Four (4) months following Client approval. Final completion is dependent on receiving State review for tank removal in a timely manner, approximately 90 days.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Survey Services

Topographic Design Survey

Olsson shall provide a topographic design base file (CAD file only) and boundary information for the area shown on the attached Exhibit A. Survey shall depict all observed evidence of substantial improvements, vertical relief of existing contours at two-foot intervals, and existing feature locations (pavement, buildings, tree mass lines, storm, sanitary sewer structures, pipe sizes, flow lines, and materials). Utility companies will be contacted through Missouri One-Call system and marked utilities will be included on the topographic survey. Horizontal control will be tied to the Missouri State Plane Coordinate System, NAD 1983 West Zone, and vertical control will be referenced to the North American Vertical Datum, NAVD 88.

Title/Property Information

Title report shall be provided by Client for Olsson's review

Paper Sheet Deliverables

Olsson shall provide paper sheet deliverables

Survey Services Fee: \$2,840.00

Geotechnical Services

Site Access, Boring Layout, Utility Locate

Olsson shall coordinate public utility locating services. If private underground utility lines are located at Project site, Olsson must be informed of locations prior to starting field work. Necessary removal of fences or gates, permission to enter the site from current owner or leaseholder, and/or required use permits, must be secured by Client, prior to initiating field activities.

Field Exploration

Olsson shall drill two (2) borings at Project site to depths of 15 to 20 feet below existing ground surface. Borings will be extended to planned depths or practical auger refusal, whichever occurs first. Sampling will be in accordance with standard procedures wherein thin-walled tube samples are obtained at selected locations, and depths in cohesive soils and split-barrel samples are obtained in miscellaneous fill, weathered bedrock, or other hard material. Samples will generally be obtained at 5-foot intervals in the borings. Water levels will be recorded during and immediately following completion of drilling operations. Upon completion, borings will be backfilled with auger cuttings.

Laboratory Testing Program

Olsson shall perform a laboratory testing program wherein unconfined compressive strength, moisture content, and in-place unit weight tests are performed on selected tube samples. Moisture content tests will be performed on split-barrel samples. Atterberg limits tests will be performed on selected samples.

Evaluation and Geotechnical Report

Olsson shall prepare a geotechnical engineering report under the direction of a registered professional engineer, based on findings of the field and laboratory programs and review of past explorations on the site. Report will include a boring location plan, computer-generated boring logs, laboratory testing program results and a description of surface and subsurface conditions encountered on site. The report will present Olsson's opinions and recommendations regarding the following items:

- Generalized geotechnical site preparation concerns addressing fill subgrade preparation, earthwork placement, fill compaction criteria, and suitability of on-site materials for use as structural fill
- Structural slab subgrade preparation
- Lateral earth pressures for cast-in-place concrete retaining walls
- Generalized subsurface drainage requirements
- Seismic site coefficient per the International Building Code
- Global stability analysis on critical wall sections

Geotechnical Services Fee: \$5,000.00

Improvement Design Services

Mechanical/Electrical Design

Olsson shall provide the following construction documents phase services:

- Mechanical engineering services, as required for Project construction including:
 - Preparation of construction documents in Autodesk AutoCAD format, including; above-ground storage tank specification and sizing, fuel line connections between new AST and existing day tank/generator.

Olsson shall provide the following construction administration services:

- Response to written requests for information (RFIs) from Contractor during bidding and construction phases
- Review of shop drawings and other submittals pertaining to Olsson's work
- Review of and response to change order requests

Structural Design

Olsson shall provide the following construction documents phase services:

- Structural engineering services, as required for construction of the Project, including:
 - Preparation of exterior retaining wall and slab construction documents in Autodesk Revit or AutoCAD format, including; foundation plans, sections, details, general notes, and schedules.
 - Wall alignment and profile
- Preparation of a signed and sealed calculation package for submittal, if required.

Olsson shall provide the following construction administration services:

- Response to written RFIs from Contractor during bidding and construction phases
- Review of shop drawings and other submittals pertaining to Olsson's work
- Review of and response to change order requests

Civil Design

Olsson shall prepare site construction plans, inclusive of final site grading, site paving, and utility routing coordination for construction of a proposed above-ground storage tank and associated site improvements. Additional stormwater analysis, site lighting, landscaping, BMP design, and permitting will be considered as additional services.

Technical Specifications

Olsson shall develop relevant technical specifications in CSI, 16-division format for the Project to incorporate into City's bidding and construction documents. Olsson shall submit draft specifications in PDF format and three (3) hard copies for City review and comment.

Quality Control Review

Olsson shall complete an internal quality control review to evaluate Project construction.

Develop Final Plans and Specifications

Olsson shall revise plans and specifications in accordance with review comments received from Client and the quality control review. A total of two (2) revision rounds are anticipated.

Improvement Design Fee: \$18,480.00

Environmental Services

Olsson shall complete the following scope of services:

- File UST Closure Notice with Missouri Department of Natural Resources (MDNR)
- Provide site oversight during excavation activities
- Field screen excavated backfill materials using a photoionization detector (PID).
- Collect four (4) confirmation soil samples from tank sides and ends, two (2) composite samples from excavated materials, one (1) grab sample beneath the dispenser, and ten (10) grab samples from product lines for the following state-certified laboratory analyses: total of seventeen (17) soil samples for Benzene, Toluene, Ethylbenzene and Naphthalene (BTEXN), Method 8260B; Oxygenates, Methods 8260B; Total Petroleum Hydrocarbons-Diesel Range Organics (TPH-DRO), Method 8270C; and PAHs, Method 8270C.
- Prepare final closure report and submit to MDNR for review and issuance of a no further action letter

Olsson's MBE team subcontractor, Genesis Environmental, shall complete the following Scope of Services:

- Request utility locates with Missouri One Call
- Fence work area with construction fencing for duration of Project
- Tank Removal
 - Mobilize required equipment, material, and personnel to Project site
 - Saw cut, break, and remove up to 100 square feet of concrete over existing tank and 600 square feet at lines/vents
 - Excavate pit to uncover UST and stockpile all soil on site on 6 mil plastic, for return once closure activities are complete
 - Pump and remove residual tank contents (up to 150 gallons), containerize into drums, and label containers "pending analysis" with date and location. Additional tank contents shall be billed at unit rates (see attached rate sheet).

- Vent and monitor tank interior for explosive vapors; once clear, clean tank interiors while continuing to monitor vapors, lift tanks from pit, cut access/demo holes in tank ends, and clean tanks
- Containerize sweeps (up to 50 gallons), label containers “pending analysis” with date and location
- Product Line Removal
 - Excavate, remove, and dispose of up to 200 linear feet of product and vent lines and dispenser. All excavated material will be stockpiled for return to excavation upon completion.
- Backfill
 - Once cleared for backfilling, return stockpiled material to tank pit and product lines. Genesis will provide and place limestone screenings as additional fill for tank displacement and pavement removal at a maximum of 49 tons additional backfill. Backfill will be bucket compacted using hydraulic excavator in 6 to 12 lifts.
 - No top soil, seed, or new pavement is included. All disturbed areas will be backfilled to existing grade with limestone screenings.
- MDNR
 - Genesis shall assist Olsson in collection of soil samples
 - All other closure notices, reports, analytical, et cetera, are not included within this Scope of Services

Environmental Service Fee: \$29,000.00

Bid Phase Services

Olsson shall assist the Client in the following bidding phase services for the Project:

- Arrange for preparation and distribution of bid documents to prospective bidders. Plans will be distributed through Drexel Technologies.
- Answer bidder’s questions regarding construction documents
- Prepare and distribute addenda to Bidders, if required
- Attend Project bid opening

Bid Phase Services Fee: \$5,000.00

TOTAL PROJECT SERVICES: \$60,320.00

ASSUMPTIONS

- Field oversight will require no more than five (5) days
- Buried tank never contained any product other than diesel fuel and the only Contaminants of Concern (COC) will consist of BTEXN, oxygenates, TPH-DRO, and PAHs
- No more than 17 soil samples will be collected (if more are required, this will incur an additional cost)
- All soil sample results will be below MRBCA default target levels
- No more than 200 cubic yards of backfill material and/or native soils will be removed during tank removals; and excavated material can be returned to the excavation pit. If PID readings indicate presence of Volatile Organic Compounds (VOCs) in the excavation pit, native soils will be over-excavated until floor and sidewalls no longer exhibit PID readings; and excavated material will be staged on-site atop plastic until laboratory analyses results are received, and proper off-site disposal arrangements can be made.
- No ecological risk assessment will be required or performed
- Groundwater will not be encountered in the excavation
- Bedrock will not be encountered in the excavation
- Compaction testing is not required and shall not be provided
- Excavation, loading, transportation, and/or disposal of petroleum contaminated soil will be provided on a per unit rate basis, per attached rate sheet
- Unit rates for materials are estimated; actual quantities will be billed at the unit rate listed for each item, per attached rate sheet

EXCLUSIONS

- Removal of any above-ground product lines, supply reels, controls, et cetera
- Base bid excludes excavation, disposal, or handling of contaminated soil or water
- Excavation or removal of bedrock or relocating and or supporting of underground utilities
- Shoring, stabilization, or additional work related to unstable soils or groundwater.
- Pumping, hauling, and disposal of groundwater from Project site
- Permits and/or fees associated with disposal of materials not specifically mentioned herein
- Weather related delays or activities beyond Olsson's control
- Removal of tank pad beneath tank, if such exists. Tank pad investigations, remediation, excavation, and/or disposal.
- Performance and payment bond available upon request for additional 2.5% (Environmental Services)
- Transportation and disposal of lined or fiberglass USTs
- Additional items not specifically included in this Agreement

ADDITIONAL SERVICES

- Land survey, easement preparation, or other survey services
- Construction administration, management, or observations.
- Additional design or coordination meetings with other parties beyond those listed within this Scope of Services
- Revisions of drawings, specifications, or other documents, when such revisions are required by changes to previously approved designs
- Services of certified construction cost estimator

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

EXHIBIT A



Environmental Services Rate Sheet

Direct loading, hauling, and disposal of special waste solids:	\$60.00/ton
Loading from stockpile, hauling, and disposal of special waste solids:	\$66.00/ton
Overburden excavation and segregate:	\$11.20/cy
Replace segregated material in pit:	\$13.40/cy
Additional drum disposal:	\$165.00/each
Pump Ground Water:	\$0.25/gallon
Recycle Petroleum Impacted Water (up to 1,500 gal):	\$1.75/gallon
Bulk recycle fuel impacted water:	\$0.88/gallon
Provide and compact in place additional limestone screenings:	\$33.75/ton
Saw cut, break, remove, transport and dispose concrete:	\$4.40/sf
Additional Soil Samples:	\$265.00/sample

ADDENDUM NO. 6
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2

620 NE DOUGLAS WATER OPERATIONS SITE REMEDIATION AND DIESEL STORAGE DESIGN

THIS ADDENDUM NO. 6 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2 is made and entered into this _____ day of _____, 2018, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Olsson Associates, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated January 13, 2017 (RFQ No. 2016-042-2) for professional engineering services for On-Call Professional Engineering Services (hereinafter "Base Agreement"); and,

WHEREAS, City desires to engage Engineer for a specific scope of engineering services which are covered by the Base Agreement; and,

WHEREAS, Engineer has submitted a proposal for the engineering services and an estimate of engineering costs to perform said services in compliance with the Base Agreement; and,

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 THE ENGINEER

Pursuant to Article I of the Base Agreement, Engineer is hereby engaged to provide the following scope of services:

Additional services related to the engineering design contract for underground storage tank removal and emergency generator fuel tank design as described in Exhibit A of the Addendum No. 6 attached hereto and incorporated herein by reference. All other provisions of the Base Agreement shall remain in full force and effect.

ARTICLE II
COMPENSATION FOR SCOPE OF SERVICES

Payment to the Engineer for the services identified herein shall not exceed \$60,320, pursuant to the rates set forth in Exhibit A to the Base Agreement.

ARTICLE III
TERMS OF BASE AGREEMENT TO APPLY

All terms of the Base Agreement shall remain in full force and effect and shall apply to this Addendum No. 6.

This Addendum No. 6 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 On-Call Agreement to be executed on the _____ day of _____, 2018.

CITY OF LEE'S SUMMIT

STEPHEN A. ARBO, CITY MANAGER

APPROVED AS TO FORM:

NANCY YENDES
CHIEF COUNSEL OF INFRASTRUCTURE AND PLANNING

ENGINEER: OLSSON ASSOCIATES, INC.

BY: _____
TITLE: _____

Attest:

Packet Information

File #: TMP-1058, **Version:** 1

An Ordinance authorizing the execution of Addendum No. 6 to an agreement by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc. for the design of a new control system for the utilities Supervisory Control and Data Acquisition (SCADA) system in the amount of \$84,370 and authorizing the City Manager to enter into the same.

Issue/Request:

Approval of an engineering contract for the design of equipment, software, and programming for the SCADA control system for Lee's Summit Water Utilities.

Key Issues:

- Lee's Summit uses a Supervisory Control and Data Acquisition (SCADA) system to monitor and control the pump stations, water towers, valves and miscellaneous remote sites to operate the water and sewer system.
- The SCADA system is included in the Utility's Equipment Replacement Program (ERP) and has been undergoing upgrades as specified by the SCADA Masterplan and funded by the ERP.
- Currently the SCADA system is receiving a communications upgrade moving the system from leased copper lines to radio and fiber optic communication. This project should be complete this month.
- The next phase of the SCADA upgrade will be to replace the existing base equipment and software or Human Machine Interface (HMI) with a newer version as specified in the SCADA Masterplan.
- The SCADA Masterplan and the SCADA communications design were both completed by HDR Engineering Inc.
- The attached contract will hire HDR to create the HMI specifications and bid documents in order to finish the upgrade of our SCADA system as per the ERP and the SCADA Masterplan.

Proposed Committee Motion:

I move to recommend to City Council for approval an Ordinance authorizing the execution of Addendum No. 6 to an agreement by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc. for the design of a new control system for the utilities Supervisory Control and Data Acquisition (SCADA) system in the amount of \$84,370 and authorizing the City Manager to enter into the same.

Proposed City Council Motion:

[Enter text here]

Background:

The SCADA System has been undergoing upgrades as part of the Utility's Equipment Replacement Program (ERP) and as recommended in the SCADA Master Plan. The first component has been the upgrade of the

SCADA communications system which will be complete by the end of this month. The next phase of this upgrade will be the replacement of the computers and software which control the various remote Water Utilities sites.

The SCADA Master plan reviewed various vendors and Human Machine Interface (HMI) programs for the control of this system and made recommendation based on a weighted matrix of components and needs set by the Utility. This project will provide a design for bid by integrators based around the selected HMI to provide equipment, software and programming for the SCADA control system.

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

Staff Recommendation: Staff recommends approval of an Ordinance authorizing the execution of Addendum No. 6 to an agreement by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc. for the design of a new control system for the utilities Supervisory Control and Data Acquisition (SCADA) system in the amount of \$84,370 and authorizing the City Manager to enter into the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 18-

AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 6 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND HDR ENGINEERING, INC. FOR THE DESIGN OF A NEW CONTROL SYSTEM FOR THE UTILITIES SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM IN THE AMOUNT OF \$84,370 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME.

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

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

WHEREAS, The SCADA Human Machine Interface (HMI) and computer equipment is due for replacement and funded in the Equipment Replacement Program; and,

WHEREAS, the SCADA Master Plan Recommends the HMI be replaced after the new communications equipment is install; and,

WHEREAS, based upon the current Contract for On-Call Engineering SCADA services are within the scope of HDR's work; and,

WHEREAS, the On-Call Engineering Contracts Water and Wastewater were renewed on January 17, 2017, and this is the Fourth Addendum to such contract.

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

SECTION 1. That Addendum No. 6 to the On-Call Agreement for professional engineering services by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc. generally for the design of a new control system for the utilities Supervisory Control and Data Acquisition system for the Water Utilities Department, for a contract amount of \$84,370, a true and accurate copy of said Addendum and the scope of work attached hereto as Exhibit "A" and both incorporated herein by reference,, be and the same are hereby approved, and the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

BILL NO. 18-

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

Mayor *William A. Baird*

ATTEST:

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 Council of Infrastructure and Planning
Nancy K. Yendes

**Design Phase Services
SCADA System – Phase II
City of Lee’s Summit (Water Utilities)**

SCOPE OF SERVICES

This scope of services describes the work to be performed by HDR on behalf of the City of Lee’s Summit (Water Utilities) for Phase II of the SCADA system upgrades.

Task 1 – Project Management

Services Provided by HDR:

- Project management and administration (Project setup)
- Budget and invoice management

Deliverables:

- Project Invoices

Meetings:

- None

Task 2 – Design Drawings and Specifications

Services Provided by HDR:

- Create bid set of drawings
 - Facilities and Network Overview Map
 - Network Architecture Diagram– Demolition and Modifications
 - SCADA and Control Panel Modifications
 - Water Utility Facility Electrical Plan and Details
 - Remote Site Modifications
- Create bid set of specifications
 - Utilize City of Lee’s Summit Front End and Division 1 specifications
 - Technical Specifications
 - Construction Sequencing
- Internal QA/QC review of drawing bid set
- Issue to Owner for review
- Respond to Owner comments and revise documents accordingly
- Issue for Bid

Deliverables:

- Drawing and specification biddable documents

Meetings:

- Site review meeting
- Owner review meeting to review bidding documents

Task 3 – Bidding Phase Services**Services Provided by HDR:**

- Assist Owner with Bidding Phase Services
 - Answer Bidder's questions
 - Prepare and distribute addenda
 - Attend and assist at the Pre-Bid Conference
 - Assist in the bid opening and evaluate the bids
 - Make a recommendation of award

Deliverables:

- Addenda
- Recommendation of Award

Meetings:

- Pre-Bid Conference

Task 4 – Construction Phase Services**Services Provided by HDR:**

- Assist Owner with Construction Phase Services
 - Assist with the administration of Contract Documents
 - Provide shop drawing reviews
 - Respond to the Contractor's Request for Information
 - Assist the Owner with Change Orders
 - Review payment Applications
 - Attend Construction Progress Review Meetings
 - Conduct Construction Inspection
 - Assist in the development of punch list at substantial completion
 - Assist with closeout documentation

Deliverables:

- Contract Documents
- Construction administration documents

Meetings:

- Pre Construction Meeting
- Construction Progress Review Meetings

**City of Lee's Summit, Missouri - SCADA System Improvements Phase 2
Scope and Fee**

		Young	Riley	Boyd	Reuss		HDR Expenses		Total
		Senior PM	Senior Electrical	Electrical	Technician	Admin		Sr Support Staff	
Allowable Billing Rates per Client Contract		225.00	200.00	130.00	105.00	80.00	90.00		
TASKS									
<i>Task 1 - Project Management</i>									
1	Project Management and Administration	8					8		\$2,520
2	Budget and Invoice Management	8					8		\$2,520
Subtotal Hours		16	0	0	0	0	16		
Subtotal Dollars		3600	0	0	0	0	1440	0	\$5,040
Total Task 1									\$5,040
<i>Task 2 - Drawings and Specifications</i>									
1	Drawings		16	103	68				\$23,730
2	Specifications		0	28	0	10			\$4,440
3	QA/QC Review		20						\$4,000
4	Issue for Owner Review		4	4	2		\$100		\$1,630
5	Respond to Owner Comments		2	10					\$1,700
6	Issue for Bid		1	4	4	4			\$1,460
7	Site Review Meeting		8	8			\$25		\$2,665
8	Design Review Meeting	4	8	8			\$25		\$3,565
Subtotal Hours		4	59	165	74	14	0		
Subtotal Dollars		900	11800	21450	7770	1120	150	0	\$43,190
Total Task 2									\$43,190
<i>Task 3 - Bidding Phase Services</i>									
1	Distribution of Bidding documents		2			4			\$720
2	Answer bidder questions		2	8					\$1,440
3	Prepare and distribute addenda		2	8	4	4	\$50		\$2,230
4	Attend and assist at the Pre-bid Conference	2	4						\$1,250
5	Assist in the public openings of bids and evaluate bids	2							\$450
6	Make recommendation of Award	2				2			\$610
Subtotal Hours		6	10	16	4	10	0		
Subtotal Dollars		1350	2000	2080	420	800	50	0	\$6,700
Total Task 3									\$6,700

**City of Lee's Summit, Missouri - SCADA System Improvements Phase 2
Scope and Fee**

	Young	Riley	Boyd	Reuss			HDR Expenses		Total
	Senior PM	Senior Electrical	Electrical	Technician	Admin	Sr Support Staff		Subconsultants	
Allowable Billing Rates per Client Contract	225.00	200.00	130.00	105.00	80.00	90.00			
TASKS									
<i>Task 4 - Construction Phase Services</i>									
1 Pre-Construction meeting	4	4	4						\$2,220
2 Assist the Owner in the administration of the Contract Document	4				2				\$1,060
3 Provide shop drawing reviews		8	40		24				\$8,720
4 Respond to Contractor's RFIs		12	24						\$5,520
5 Assist the Owner with change orders		4	8						\$1,840
6 Review Payment Applications			6						\$780
7 Attend Construction Progress Review Meetings	2	2	6				\$100		\$1,730
8 Conduct Construction Inspection		4	20						\$3,400
9 Assist the Owner in the development of punch list		4	20		2				\$3,560
10 Assist the Owner with closeout documentation	2				2				\$610
Subtotal Hours	12	38	128	0	30	0			
Subtotal Dollars	2700	7600	16640	0	2400	0	100	0	\$29,440
Total Task 4									\$29,440
Total Hours	38	107	309	78	54	16			602
Total Billing Amount	\$8,550	\$21,400	\$40,170	\$8,190	\$4,320	\$1,440	\$300	\$0	\$84,370

\$84,370

ADDENDUM NO. 6
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2

SCADA Design Services Phase II

THIS ADDENDUM NO. 6 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-1 is made and entered into this _____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and HDR Engineering, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated January 13, 2017 (RFQ No. 2016-042-2) for professional engineering services for On-Call Professional Engineering Services (hereinafter "Base Agreement"); and,

WHEREAS, City desires to engage Engineer for a specific scope of engineering services which are covered by the Base Agreement; and,

WHEREAS, Engineer has submitted a proposal for the engineering services and an estimate of engineering costs to perform said services in compliance with the Base Agreement; and,

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 THE ENGINEER

Pursuant to Article I of the Base Agreement, Engineer is hereby engaged to provide the following scope of services:

Additional services related to design services of equipment, software, and programming for the SCADA control system for Lee's Summit Water Utilities. for the City of Lee's Summit sewer rehabilitation program.

ARTICLE II
COMPENSATION FOR SCOPE OF SERVICES

Payment to the Engineer for the services identified herein shall not exceed \$84,370, pursuant to the rates set forth in Exhibit A to the Base Agreement.

ARTICLE III
TERMS OF BASE AGREEMENT TO APPLY

All terms of the Base Agreement shall remain in full force and effect and shall apply to this Addendum No. 6.

This Addendum No. 6 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 On-Call Agreement to be executed on the _____ day of _____, 2018.

CITY OF LEE'S SUMMIT

STEPHEN A. ARBO, CITY MANAGER

APPROVED AS TO FORM:

NANCY YENDES
CHIEF COUNSEL OF INFRASTRUCTURE AND PLANNING

ENGINEER: HDR ENGINEERING, INC.

BY: _____
TITLE: _____

Attest:

Packet Information

File #: TMP-1059, **Version:** 1

An Ordinance authorizing the execution of and engineering contract (RFQ 2019-002) by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc. for the Lee's Summit Water Transmission, Large Diameter Sewers and Force Main Condition Assessment and Management Program in the amount of \$1,526,380 and authorizing the City Manager to enter into the same.

Issue/Request:

Award of RFQ 2019-002 and execution of an engineering contract for the condition assessment of specified large diameter water and sewer mains in Lee's Summit.

Key Issues:

- Large Diameter lines crisscross Lee's Summit bringing water into the City and taking wastewater out of the City.
- These lines have been in operation with very few issues for the last 40 to 50 years.
- These lines are critical to the daily operations of the Utility
- It is good practice to do periodic condition assessment of infrastructure of these High Consequence lines to ensure service continues without interruption
- An RFQ was issued for the condition assessment of these High Consequence lines.
- The submittals were reviewed and HDR Engineering Inc received the highest scores for their expertise and project approach
- The attached contract was negotiated and works within the budget approved in the existing Capital Improvements Program

Proposed Committee Motion:

[I move to recommend approval to City Council of an Ordinance authorizing the execution of and engineering contract (RFQ 2019-002) by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc. for the Lee's Summit Water Transmission, Large Diameter Sewers and Force Main Condition Assessment and Management Program in the amount of \$1,526,380 and authorizing the City Manager to enter into the same.]

Background:

Water Utilities has historically spent a good deal of its time and resources working on system renewal for our water distribution and sanitary sewer collection mains. This approach was taken based on break data for our distribution mains and inflow and infiltration data for our collection system. The repair, maintenance, and replacement of the

smaller diameter mains will continue going forward as we work to renew our systems.

There is another set of pipes in the system which historically has needed less ongoing maintenance and repairs and those are our large diameter lines. Throughout the City these larger diameter water transmission main, sanitary sewer force mains and sanitary sewer interceptors move water into the system and wastewater out of the system. The consequence of failure of lines of this size is high both in potential property damage and potential loss of service. It is time that we perform a thorough inspection of these lines and get them on a more strenuous asset management plan. The attached contract is for an inspection and review of our larger diameter “high consequence” infrastructure.

We issued a request for qualifications for this work and received four submittals. The qualifications were reviewed and it was determined by the review committee that HDR presented the most complete qualifications with the best project approach of the four submittals.

Jeff Thorn, PE Assistant Director of Water Utilities

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of an engineering contract (RFQ 2019-002) by and between the City of Lee’s Summit, Missouri and HDR Engineering, Inc. for the Lee’s Summit Water Transmission, Large Diameter Sewers and Force Main Condition Assessment and Management Program in the amount of \$1,526,380 and authorizing the City Manager to enter into the same.

Committee Recommendation:

BILL NO. xx-xx

AN ORDINANCE AUTHORIZING THE EXECUTION OF AND ENGINEERING CONTRACT (RFQ 2019-002) BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND HDR ENGINEERING, INC. FOR THE LEE'S SUMMIT WATER TRANSMISSION, LARGE DIAMETER SEWERS AND FORCE MAIN CONDITION ASSESSMENT AND MANAGEMENT PROGRAM IN THE AMOUNT OF \$1,526,380 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME.

WHEREAS, City intends to employ engineering services for the Lee's Summit Water Transmission, Large Diameter Sewers and Force Main Condition Assessment and Management Program (hereinafter "Project"); and,

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

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

WHEREAS, the Engineer was selected based on qualifications based selection; and,

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

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

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

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

SECTION 1. That the agreement, for professional engineering services contract by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc generally for the purpose of professional engineering services for the Lee's Summit Water Transmission, Large Diameter Sewers and Force Main Condition Assessment and Management Program (RFQ No. 2019-002), 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.

BILL NO. xx-xx

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

Mayor Mayor, William A. Baird

ATTEST:

City Clerk, Trisha Fowler Arcuri

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

Mayor, William A. Baird

City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

Chief Council Infrastructure and Zoning
Nancy K. Yendes

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR TRANSMISSION, LARGE DIAMETER SEWERS, AND FORCE MAIN
CONDITION ASSESSMENT AND MANAGEMENT PROGRAM (RFQ NO. 2019-002)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and HDR Engineering Inc (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for a Transmission, Large Diameter Sewers, and Force Main Condition Assessment and Management Program (hereinafter "Project"); and

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

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

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

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

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

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

Engineer shall provide the following professional engineering services to City ("Basic Services"): Transmission, Large Diameter Sewers, and Force Main Condition Assessment and Management Program as described in Exhibit A

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

City shall provide the following services to Engineer: Provide Data and attend meeting as described in exhibit A.

**ARTICLE III
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 One Million Five Hundred and Twenty-Six Thousand Three Hundred and Eighty Dollars (\$1,526,380), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of One Million Five Hundred and Twenty-Six Thousand Three Hundred and Eighty Dollars (\$1,526,380).

- B. If so requested by Engineer, City will make payment monthly for Basic 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. 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.
 - 4. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
 - 5. 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.
 - 6. Cost Invoices must be categorized by Phase.

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

ARTICLE IV COMPLETION TIME

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

As shown in Exhibit A

The Assistant Director of Water Utilities 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.

ARTICLE V INSURANCE

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

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

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

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

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

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

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

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

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

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

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

Limits:

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

I. WORKERS' COMPENSATION: This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer shall also be protected against claims for injury, disease or death of employees which, for any

reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

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

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VI
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 Assistant Director of Water Utilities, 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 Assistant Director of Water Utilities and the City Manager.

In the event an emergency change in services is authorized by the Assistant Director of Water Utilities 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

Assistant Director of Water Utilities
City of Lee's Summit
200 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

Pat Young, PE
HDR Engineering Inc
3741 NE Troon Drive
Lee's Summit, MO 64064

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 VII
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:

Chief Council Infrastructure and Zoning
Nancy K. Yendes

ENGINEER:

BY: _____
TITLE: _____

ATTEST:

DRAFT SCOPE (10/31/18)
**LEE'S SUMMIT WATER TRANSMISSION, LARGE DIAMETER SEWERS,
AND FORCE MAIN CONDITION ASSESSMENT AND MANAGEMENT
PROGRAM – PHASE 1 SUPPORT
CITY OF LEE'S SUMMIT**

SCOPE OF SERVICES

This scope of services describes the work to be performed by HDR on behalf of the City of Lee's Summit for the Water Transmission, Large Diameter Sewers, and Force Main Condition Assessment and Management Program.

The Lee's Summit Water Utilities Department has identified 45 miles of water and sewer pipelines that could cause significant impacts to the community and existing infrastructure if a failure occurred. The City desires to develop a management program for these pipelines, including assessing the condition of a portion of these pipelines. Condition assessments will focus on the highest consequence of failures lines, and establishing a representative sample of the condition of other pipelines. This program is anticipated to be executed in the following phases:

- Phase 1 (2018 – 2020)
 - Phase 1A – Program Planning and Development (December 2018 – June 2019)
 - Phase 1B – Phase 1 Pipelines Condition Assessment and Evaluation (January 2019 – June 2020)
 - Phase 1C – Phase 1 Final Report and Phase 2 Program Planning (January 2020 – December 2020)
- Phase 2 (2021 – 2022) – Phase 2 Pipelines Condition Assessment & Evaluation, to be completed in 2021 and 2022.
- Phase 3 (After 2022) – Future Pipelines Condition Assessment & Evaluations, to be completed post 2022.

This scope describes HDR's services to be provided for Phase 1A Program Planning and Development (Tasks 1-3) and Phase 1C Final Report and Phase 2 Program Planning (Task 7). This scope also includes portions of the anticipated work to be included in Phase 1B Pipelines Condition Assessment and Evaluation. This condition assessment work in this scope includes:

- Condition assessment services for the Water Transmission Main from Independence
- Condition assessment services for the Tudor Road and Scruggs Road Force Mains
- Condition assessment services for the sewers under Lakewood Lake

This scope of services does not include support for additional condition assessment activities that are anticipated to occur in Phase 1B that are not described in this scope. The scope of these activities will be determined based on the results of the work

TASK 1 – System Evaluation and Pipeline Prioritization

This task will focus on evaluation of the City’s pipelines and development of a risk-based prioritization of the pipelines. The outcome of this task will be a prioritized ranking of pipelines assets by risk based on consequence and likelihood of failure factors (COF and LOF). The results of the prioritization will be used to help determine the lines included in the upcoming condition assessment efforts and to inform other programmatic efforts. This task will also include a documentation of known problem areas within the system and operational considerations and constraints, as well as a workshop to review the City’s corrosion issues and review potential long term approaches to corrosion management.

Services Provided by HDR:

1. Compile and review City provided pipeline data including GIS mapping, as-built information, and past pipeline break and repair data. Develop inventory of pipe assets to be included in project.
 - a. Review asset data for completeness and identify any significant gaps.
 - b. Develop enhanced GIS project mapping of pipelines included in program.
2. Conduct Project Kickoff Meeting with members of HDR and City management team.
3. Develop preliminary pipeline criticality (COF and LOF) and risk prioritization criteria for City review during workshops.
4. Prepare for and conduct Pipeline Prioritization Workshops with City. The workshops topics are anticipated to include, but not be limited to:
 - a. Known history of each line segment including any past failures or performance issues, part renewal work and other improvement projects.
 - b. System wide and pipeline specific operational concerns and constraints.
 - c. Small diameter pipeline failure “hot spots” which many inform prioritization efforts.
 - d. Consequence and likelihood of failure rating system approaches.
 - e. Data on historical pipeline failure rates that may inform prioritization.
 - f. Available soil data mapping and its potential uses in identifying relative risks of corrosion.
5. Document key workshop findings.
6. Review City standard details and specifications for new pipeline construction and corrosion protection for new and existing pipelines. Document comments and recommendations.
7. Prepare for and conduct Corrosion Management Workshops with City. The workshops topics are anticipated to include, but not be limited to:
 - a. Historical City corrosion issues, and reactive and proactive efforts to address corrosion.
 - b. Corrosive potential of soils based on local soil data.
 - c. Approaches to corrosion protection and corrosion management programs.
8. Update project mapping with enhancements to document known issues, identify system corrosion hot spots, key appurtenances.
9. Finalize pipeline COF and LOF factors and risk-based prioritization.
10. Develop Draft System Evaluation and Pipeline Prioritization Technical Memorandum (TM).

11. Conduct review meeting with City to gather comments and input on Draft TM.
12. Submit Final System Evaluation and Pipeline Prioritization TM.

Deliverables:

System Evaluation and Pipeline Prioritization TM
Prioritization of Pipelines

Meetings:

Project Kickoff Meeting
Pipeline Prioritization Workshops
Corrosion Management Workshops
TM Review Meeting

TASK 2 – Condition Assessment and Management Program Planning

This task will focus on development of the condition assessment and management program plan. A detailed evaluation of the high priority pipelines that may be included in Phase 1 and Phase 2 of the program will be completed. This will include establishing recommended technology platforms for condition assessment, evaluating access needs and operational constraints, construction needs, and development of planning level costs to complete the condition assessments.

The results of this evaluation will be used to define the pipelines that will be included in Phase 1 of the program. Pipelines anticipated to be included in Phase 2 and Phase 3 will also be determined. A Pipeline Condition Assessment and Management Program Plan will be developed; this plan will be a flexible document that will be updated in Task 4, based on the findings of the Phase 1 condition assessments.

Services Provided by HDR:

1. Provide recommendations to City on pipelines to assess for inclusion in Phase 1 and Phase 2 of the program. After City concurrence, define pipelines to be included in detailed condition assessment planning. Up to 12 pipelines are assumed to be evaluated.
2. Complete detailed evaluation of each Phase 1 and Phase 2 pipeline candidate, including the following:
 - a. Evaluate potential technologies, define advantages/disadvantages and establish preferred technology platform(s).
 - b. Evaluate access constraints and define construction necessary to complete condition assessments.
 - c. Evaluate operational constraints including allowable outage periods, seasonal constraints, and applicable flow and run time data.
 - d. Coordinate with the City to evaluate valve accessibility and condition as necessary.
 - e. Compile available original pipeline specification and laying schedules available from manufacturers.
 - f. Establish recommended and alternate assessment approaches and cost benefit evaluations when warranted.

- g. Develop planning level costs for condition assessments.
 - h. Complete hydraulic modeling as needed using the City's water system model to investigate system hydraulics as needed to prepare for condition assessment activities.
3. Facilitate up to three (3) meetings or site visits with City operations and/or engineering staff to discuss pipeline specific details.
 4. Prepare for and Facilitate Condition Assessment Plan Development workshops to review findings and recommendations with City. Review advantages/disadvantages of different assessment approaches including cost effectiveness and data collected.
 5. Based on evaluation results and City input, develop condition assessment program plan and preliminary project budgets for Phase 1, 2, and 3 pipelines.
 6. Determine any pipeline management and protection recommendations to be included in initial program plan. These may include operational or pipeline protection improvements identified during program efforts. Recommendations may be programmatic or pipeline specific.
 7. Develop Draft Pipeline Condition Assessment and Management Program Plan TM.
 8. Conduct review meeting with City to gather comments and input on Draft Plan.
 9. Submit Final Pipeline Condition Assessment and Management Program Plan Prioritization TM.

Deliverables:

Pipeline Condition Assessment and Management Program Plan TM
 Program Schedule and Preliminary Budgets

Meetings:

Meetings/Site Visits to review specific pipeline details (3)
 Condition Assessment Plan Development Workshop
 Corrosion Management Plan Development Workshops
 Review Meeting on Condition Assessment and Management Plan

TASK 3 – Phase 1 Pipelines Condition Assessment Work Plan Development

This task will focus on development of Condition Assessment Work Plans for Phase 1 pipelines. The information developed during Task 2 will be expanded on and a Work Plan written for each pipeline. Each Work Plan will include the following:

- General schedules for pre-inspection activities – e.g. access construction, valve testing or replacement
- Recommended approach to assessment for each segment of pipeline to be inspected
- Access recommendations and construction requirements, staging areas, easement requirements
- O&M coordination for flow control and shutdowns, and required valve inspections and/or repairs
- Identification of confined space entry requirements, traffic control, and other safety issues

- Schedule of field activities for inspection week

While the exact line segments included in the condition assessment will be determined over the course of the project, it is anticipated that from 3 to 6 line segments may be included in the Phase 1 condition assessment efforts (with the Lakewood gravity sewers considered as only one). These are likely to include some combination of the following:

- A portion of the PCCP water transmission main from Independence (Work Plan 1)
- Expanded assessment of the gravity sewer mains under Lakewood Lake (Work Plan 2)
- Assessment of a representative sample of metallic sewer force mains (Work Plan 3)
- Assessment of a representative sample of metallic water transmission and distribution mains (Work Plan 3)

For planning purposes, the scope of services for Task 3 assumes four (4) individual condition assessment work plans will be required. It is assumed that similar work plans will be combined into one work plan (i.e. inspection of three segments of the Tudor Road Forcemain will be documented in one Work Plan). The level of effort may vary significantly between Work Plans depending on the technology platforms used and the complexity of preparation activities.

Services Provided by HDR:

1. Develop up to four (4) Draft Condition Assessment Work Plans.
2. Facilitate up to four (4) Work Plan review meetings with the City. Two individual work plans will be reviewed at each meeting.
3. Complete and submit Final Condition Assessment Work Plans.

Deliverables:

Draft and Final Condition Assessment Work Plans

Meetings:

Two Work Plan Review Meetings

TASK 4 – Condition Assessment of Water Transmission Main from Independence

This task includes the in-pipe condition assessment of the section of the PCCP water transmission main that provides City water from Independence, and evaluation of the inspection data. The transmission main is approximately 30,000 linear feet and 30-inches in diameter. An electromagnetic inspection will be completed using the Pipe Diver platform. Additional follow-up inspections may be completed using the LDS 1500 or other in-pipe CCTV/multi-use inspection platform.

Initial planning activities are included in Task 2 and 3, while pre-inspection onsite planning, coordination, and walkthrough activities are included in the scope for Task 4.

An allowance has been included in Task 4 to provide support for design and construction phase of improvements needed to perform the condition assessment. A similar allowance is included in Task 5. It is anticipated that these allowances may be reallocated between tasks if needed.

Evaluation of condition assessments results and recommendations are included in Task 4. Development of renewal alternatives and corresponding cost estimates for this pipeline are included in Task 7 Final Phase 1 Report.

Services Provided by HDR:

1. Provide design and construction support services for any necessary pipe access or tracking installation that will need to be constructed to facilitate the onsite inspection, and valve replacement or modifications needed for Phase 1 inspections. This may include design of access structure and connections, tracking sensor attachments, design of details, traffic control planning, valve replacements, coordination activities with the City’s contractor, shop drawing, resident project representative services, and permit acquisition.
2. Conduct site planning and coordination meetings with City staff and inspection Contractor, including review of Draft and Final Work Planning document and schedule.
3. Conduct pre-condition assessment meeting with City to finalize action plan for inspection. Support the city in any pre-assessment walkthrough activities needed. Finalize inspection day plans and schedules.
4. Contractor Mobilization and Demobilization.
5. Perform internal Pipe Diver inspection to identify wire breaks and provide onsite assistance and coordination during condition assessment activities.
6. Contractor condition assessment findings and reporting.
7. Review and analyze inspection data provided by Contractor. Complete structural evaluation of identified structural defects in comparison to operating conditions of pipe. Develop assessment findings and recommendations.
8. Perform in-pipe CCTV or leak detection follow up inspections at select locations to be determined based on condition assessment findings.
9. Facilitate a workshop to present assessment results, discuss risk tolerance and the City’s threshold for initiating rehabilitation or repairs, and other topics to be determined based on the assessment findings.
10. Develop rehabilitation, repair, pipe modification, and operating recommendations based on workshop and assessment data.
11. Prepare Draft Condition Assessment Report summarizing inspection and analysis methods and results, and recommendations to extend the service life of the pipeline.
12. Facilitate a review meeting with City to discuss draft report.
13. Incorporate City comments and finalize the Condition Assessment Report.

Deliverables:

Design and construction phase services, TBD
Field services for condition assessments

Condition Assessment Report

Meetings:

Condition Assessment Planning Meetings and Walkthrough
Condition Assessment Findings Workshop
Report Review Meeting

TASK 5 – Initial Condition Assessment of Tudor Road and Scruggs Road Force mains

This task will focus on an initial evaluation of the City's high consequence of failure metallic force mains. Condition assessment work will focus on identifying the most likely locations where the pipelines may be experiencing internal and/or external corrosion, thus increasing the likelihood of failure. This will be completed through a combination of the following:

- Desktop analysis of soil mapping records and historical break locations that may indicate areas where corrosion potential is elevated (developed during Task 1 and 2).
- Identification of inoperable or closed air release valves (ARVs), assessed during Task 2.
- Internal gas pocket and leak detection of the Tudor Road and Scruggs Road forcemains.
- External Corrosion Direct Assessment (ECDA) activities, which may include soil sampling, testing using broadband electromagnetic (BEM) ultrasonic (UT) technologies, and/or visual inspections at pipe excavations.

An allowance has been included in Task 6 to provide support for design and construction of improvements needed to perform the condition assessment. A similar allowance is included in Task 4. It is anticipated that these allowances may be reallocated between tasks if needed.

Evaluation of condition assessments results and recommendations are included in Task 5. Development of renewal alternatives and corresponding cost estimates for this pipeline are included in Task 7 Final Phase 1 Report.

Services Provided by HDR:

1. Provide design and construction support services for any necessary pipe access or tracking installation that will need to be constructed to facilitate the onsite inspection, and valve replacement or modifications needed for Phase 1 inspections. This may include design of access structure and connections, tracking sensor attachments, design of details, traffic control planning, valve replacements, coordination activities with the City's contractor, shop drawing, resident project representative services, and permit acquisition.
2. Conduct site planning and coordination meetings with City staff and inspection Contractor for internal Smart Ball assessment.
3. Conduct pre-condition assessment meeting with City to finalize action plan for inspection. Support the city in any pre-assessment walkthrough activities needed. Finalize inspection day plans and schedules.

4. Contractor Mobilization and Demobilization.
5. Perform internal assessment of the forcemain using Smart to identify leaks and gas pockets. Provide onsite assistance and coordination during condition assessment activities.
6. Contractor condition assessment findings and reporting of gas pocket and leak detection survey.
7. Review and analyze inspection data provided by Contractor. Complete evaluation of internal conditions identified during inspection in comparison to operating conditions of pipe and ARVs. Develop assessment findings and recommendations.
8. Facilitate a workshop to present assessment results, identification of areas at increased risk of failure due to internal corrosion, and other topics to be determined based on the assessment findings.
9. Coordinate with City and identify recommended locations for External Direct Corrosion Assessments prior to mobilization of assessment staff.
10. Perform External Direct Corrosion Assessments field activities
11. Analyze the results of the external assessment activities.
12. Prepare Draft Condition Assessment Report summarizing inspection and analysis methods and results, and recommendations to extend the service life of the pipeline.
13. Facilitate a review meeting with City to discuss draft report.
14. Incorporate City comments and finalize the Condition Assessment Report.

Deliverables:

Design and construction phase services, TBD
 Field services for condition assessments
 Condition Assessment Report

Meetings:

Condition Assessment Planning Meetings and Walkthrough
 Condition Assessment Findings Workshop
 Report Review Meeting

TASK 6 – Condition Assessment of Lakewood Sewers

This task will include an expanded condition assessment of the gravity lines under Lakewood, using a Multi-Sensor Inspection Platform (MSI) that can utilize laser profiling, HDCCCTV, and sonar technologies concurrently in one inspection. These inspections may utilize all three technologies if warranted; however sonar technologies may not be necessary for all segments inspected. There are approximately seven miles of gravity lines that will be evaluated when planning the condition assessment – it is anticipated that the MIS inspection will be completed on only a portion of those lines. The scope of line segments to be assessed will be developed by the project team in coordination with the City.

Initial planning activities are included in Task 2 and 3. Note that since this is an inspection of gravity mains that are anticipated to be accessed through existing manholes

remain in service during the inspection, the pre-inspection coordination will not be as extensive as other inspection activities included in this scope.

Evaluation of condition assessments results and recommendations are included in Task 6. Development of renewal alternatives and corresponding cost estimates for this pipeline are included in Task 7 Final Phase 1 Report.

Services Provided by HDR:

1. Conduct task kickoff meeting prior to initiating condition assessment work.
2. Perform MSI platform inspection of Lakewood Sewers.
3. Compile Contractor HDCCTV findings and evaluate inspection findings.
4. Process Laser profiling inspection findings in locations where it is warranted based on the inspection findings.
5. Process Sonar inspection findings.
6. Review and analyze Sonar and Laser profiling data provided by Contractor.
7. Complete structural evaluation of identified structural defects in comparison to operating conditions of pipe. Develop initial assessment findings and recommendations.
8. Facilitate a workshop to present assessment results, discuss risk tolerance and the City's threshold for initiating rehabilitation or repairs, and other topics to be determined based on the assessment findings.
9. Prepare Draft Condition Assessment Report summarizing inspection and analysis methods and results, and recommendations to extend the service life of the pipelines.
10. Facilitate a review meeting with City to discuss draft report.
11. Incorporate City comments and finalize the Condition Assessment Report

Deliverables:

Field services for condition assessments
Condition Assessment Report

Meetings:

Condition Assessment Planning Meeting
Condition Assessment Findings Workshop
Report Review Meeting

TASK 7 – Phase 1 Final Report and Phase 2 Program Planning

This task will focus on a programmatic assessment of the results of Phase 1 of the program, and refinement of the plan for Phase 2. This will include documenting the overall condition assessment findings and rehab/rehabilitation and management strategy recommendations for those line segments that were assessed during Phase 1. Rehabilitation alternatives will be evaluated, and implementation recommendations and estimated costs will be developed for any improvements identified during Phase 1 so these can be added to the City's CIP.

The long term program strategies documented in the Pipeline Condition Assessment and Management Program Plan will be updated based on the findings of Phase 1. An updated schedule for Phase 2 and Phase 3 will be developed.

Note that evaluations such as structural analysis of pipelines are assumed to be included in the scopes of work for the individual condition assessments included in Phase 1B.

Services Provided by HDR:

1. Develop GIS mapping of relevant condition assessment findings from Phase 1 inspections. Attribute layers and format will be developed in coordination with City staff to ensure mapping data can be integrated into City's GIS and CityWorks applications.
2. Develop pipeline renewal recommendations and identify pipelines where multiple improvement alternatives should be evaluated. Identify any emergency or immediate repair needs that should be immediately implemented.
3. Prepare for and Facilitate Phase 1 Condition Assessment Findings and Renewal Alternative Development Workshop. Review findings and potential renewal alternatives with City staff and obtain initial input on renewal strategies. Review any emergency repair recommendations.
4. Provide support for the City to complete any emergency repairs. This may include location and survey staking of pipeline defects, developing repair details, evaluating and recommending manufacturer products, and resident project representative services.
5. Complete renewal alternatives evaluation for capital improvement projects on pressure pipelines:
 - a. Identify recommended extents of pipeline improvements.
 - b. Develop site exhibits, identify utility conflicts, easement acquisition requirements, and restoration requirements.
 - c. Evaluate renewal alternatives including trenchless vs. open cut repair/replacement/realignment.
 - d. Develop preliminary plan and profile sheets when warranted, using the existing ground contours in the City's GIs.
6. Develop planning level cost estimates for evaluated alternatives and recommended projects.
7. Identify any recommended operational improvements and pipeline protection recommendations.
8. Develop programmatic recommendations for proactive corrosion protection of new pipelines, and management of corrosion issues for existing pipelines.

9. Develop implementation plan schedule and budgets for recommended capital improvement projects.
10. Develop rehabilitation alternatives for gravity sewer lines under Lakewood Lake.
11. Prepare for and Conduct Phase 1 Recommendations Workshop. Review recommended improvements and alternative evaluation results with City.
12. Finalize recommendations and implementation plan.
13. Update recommended Phase 2 and Phase 3 inspection plan based on Phase 1 findings. Update Phase 2 schedule and budget. Update recommended management strategies.
14. Develop Draft Phase 1 Pipeline Condition Assessment and Management Program Final Report.
15. Update Pipeline Condition Assessment and Management Program Plan.
16. Conduct review meeting with City to review updated Phase 2 and Phase 3 plan, and review City comments on Phase 1 Final Report.
17. Finalize updated Program Plan based on City comments.
18. Finalize Final Report based on City comments.

Deliverables:

GIS Mapping of Condition Assessment Findings
 Support for Emergency Repair Work (if needed)
 Phase 1 Pipeline Condition Assessment and Management Program – Final Report
 Implementation Plan and CIP Budget for Capital Improvement Projects
 Updated Pipeline Condition Assessment and Management Program Plan

Meetings:

Phase 1 Condition Assessment Findings and Renewal Alternatives Workshop
 Phase 1 Recommendations Workshop
 Review Meeting on Final Report, Implementation Plan, and Updated Program Plan

TASK 8 – Project Management

Services Provided by HDR:

1. Project management and administration (project setup)
2. Budget and invoice management
3. Quality Control and Project Approach and Resource Review

Deliverables:

Project invoices

Meetings:

None

LEE'S SUMMIT WATER TRANSMISSION, LARGE DIAMETER SEWERS, AND FORCE MAIN CONDITION ASSESSMENT AND MANAGEMENT PROGRAM – PHASE 1 SUPPORT
Scope and Fee 10-31-18

	Pat Young	Ryan Eisele	Aaron Bresette	Michelle Carter	Bagwell/Duckworth/Maschmann/Corey	Graham Bell/Ellison	Jeff Giddings/Luis Leon		Peter Maynard-Moody	Pat Keyhill	Johnny Yake	Green/Meyer	Berne/Campbell	Davies	Hopson	Pure Technology	Ace Pipe & Blue Water Solutions	HDR Expenses	Total
Allowable Billing Rates per Client Contract	250.00	210.00	225.00	165.00	145.00	290.00	225.00	125.00	165.00	135.00	160.00	185.00	90.00	120.00	150.00				
TASKS																			
Task 1 - System Evaluation and Pipeline Prioritization																			
1	Compile and review City provided pipeline data. Develop inventory and mapping of pipelines included in project.	2			16			8	16										\$6,380
2	Conduct Project Kickoff Meeting.	2		2	2														\$1,540
3	Develop preliminary pipeline criticality (COF and LOF) and risk prioritization criteria	2		2	4												1000		\$2,330
4	Prepare for and conduct Pipeline Prioritization Workshops with City	2		8	8		2	16										\$100	\$5,890
5	Document key workshop findings.			2	4														\$1,000
6	Review City standard details and specifications for new pipeline construction and corrosion protection for new and existing pipelines. Document comments and recommendations.			2		4	24			4									\$7,520
7	Prepare for and conduct Corrosion Management Workshops with City.	2		12	16	40		12										\$1,500	\$19,940
8	Update project mapping with enhancements to document known issues, identify system corrosion hot spots, key appurtenances			2	8			16	4										\$4,240
9	Finalize pipeline COF and LOF factors and risk-based prioritization.			2	4		2	8									1000		\$3,450
10	Develop Draft System Evaluation and Pipeline Prioritization Technical Memorandum (TM).	2		8	32	2		20					4						\$10,260
11	Conduct review meeting with City to gather comments and input on Draft TM.			2	2														\$710
12	Submit Final System Evaluation and Pipeline Prioritization TM.			2	16			8											\$3,740
	Subtotal Hours	8	46	0	4	112	46	28	88	20	4	0	0	4	0	0	0	0	\$0
	Subtotal Dollars	2000	9660	0	660	16240	13340	6300	11000	3300	540	0	0	360	0	0	2000	1600	\$67,000
	Total Task 1																		\$67,000
Task 2 - Condition Assessment and Management Program Planning																			
1	Provide recommendations to City on pipelines to assess for inclusion in Phase 1 and Phase 2 of the program. Up to 12 pipelines are assumed to be evaluated.			2															\$750
2	Complete detailed evaluation of each Phase 1 and Phase 2 pipeline candidates			12	40	160	120	4	2	40		8	8			25000	10000	\$300	\$99,990
3	Facilitate up to three (3) meetings or site visits with City operations and/or engineering staff to discuss pipeline specific details.	4		2	8	8	8												\$5,700
4	Prepare for and Facilitate Condition Assessment Plan Development workshops to review findings and recommendations with City.	2		8	4	12		2	2	16									\$8,090
5	Based on evaluation results and City input, develop condition assessment program plan and preliminary project budgets for Phase 1, 2, and 3 pipelines.	2		4	4	16	16			8									\$8,200
6	Determine pipeline management and protection recommendations to be included in initial program plan.			4	4			8	20				4						\$8,920
7	Develop Draft Pipeline Condition Assessment and Management Program Plan TM.			8		16	40	2	2	40								\$100	\$16,250
8	Conduct review meeting with City to gather comments and input on Draft Plan.	2		2	2														\$1,250
9	Submit Final Pipeline Condition Assessment and Management Program Plan Prioritization TM.			2	8	16			8										\$5,060
	Subtotal Hours	10	44	60	224	200	16	26	112	0	0	8	8	4	0	0	0	0	\$0
	Subtotal Dollars	2500	9240	13500	36960	29000	4640	5850	14000	0	0	1280	1480	360	0	0	25000	10000	400
	Total Task 2																		\$154,210
Task 3 - Phase 1 Pipelines Condition Assessment Work Plan Development																			
1	Develop four (4) Draft Condition Assessment Work Plans.	4		16	40	80	2	8	40							18000	5000		\$52,940
2	Facilitate Work Plan review meetings with the City.			4	8											2000	1000	\$100	\$5,260
3	Complete and submit Final Condition Assessment Work Plans.	2		2	4								4			5000	500		\$7,440
	Subtotal Hours	6	22	0	52	80	2	8	40	0	0	0	4	0	0	0	0	\$0	
	Subtotal Dollars	1500	4620	0	8580	11600	580	1800	5000	0	0	0	0	360	0	0	25000	6500	100
	Total Task 3																		\$65,640
Task 4 - Condition Assessment of Transmission Main from Independence																			
1	Provide design and construction support services for Phase 1 pipeline inspections.			2	13	40		40		40	6	12			14				\$25,005
2	Conduct site planning and coordination meetings with City staff and inspection Contractor.			2	4														\$1,080
3	Conduct pre-condition assessment meeting with City to finalize action plan for inspection. Support the city in any pre-assessment walkthrough activities needed. Finalize inspection day plans and schedules.			2	8														\$1,740
4	Contractor Mobilization and Demobilization															75000			\$75,000
5	Perform internal Pipe Diver inspection				16											420000		\$200	\$422,840
6	Contractor condition assessment findings and reporting															15000			\$15,000
7	Review and analyze inspection data, complete structural evaluation, and develop recommendations			4	16	100		24											\$23,380
8	Perform in-pipe CCTV or leak detection follow up inspections				8												60000		\$61,320
9	Facilitate a workshop to present assessment results	2		4	8	20		8											\$7,360
10	Develop recommendations based on workshop and assessment data.			2	4	8		2											\$4,250

LEE'S SUMMIT WATER TRANSMISSION, LARGE DIAMETER SEWERS, AND FORCE MAIN CONDITION ASSESSMENT AND MANAGEMENT PROGRAM – PHASE 1 SUPPORT
Scope and Fee 10-31-18

	Pat Young	Ryan Eisele	Aaron Bresette	Michelle Carter	Bagwell/Duckworth/Maschmann/Corey	Graham Bell/Ellison	Jeff Giddings/Luis Leon		Peter Maynard-Moody	Pat Keyhill	Johnny Yakle	Green/Meyer	Berne/Campbell	Davies	Hopson				
	QC	Sr. Project Manager	Sr. Project Engineer	Sr. Project Engineer	Project Engineer	Sr. Tech Specialist	Condition Assessment Specialist	Asst. Project Eng./GIS	Sr. GIS	Sr. Technician/CAD	Survey Manager	Survey Crew	Admin Personnel	Sr. Support Staff	Structural Eng.	Pure Technology	Ace Pipe & Blue Water Solutions	HDR Expenses	Total
Allowable Billing Rates per Client Contract	250.00	210.00	225.00	165.00	145.00	290.00	225.00	125.00	165.00	135.00	160.00	185.00	90.00	120.00	150.00				
TASKS																			
11 Prepare Draft Condition Assessment Report	2	8		16	32		4	16					4						\$12,720
12 Facilitate a review meeting with City to discuss draft report.		2		2			2												\$1,200
13 Finalize the Condition Assessment Report.		4		8	16		2												\$4,930
Subtotal Hours	4	30	17	94	216	0	42	56	0	40	6	12	4	0	14	0	0	\$0	
Subtotal Dollars	1000	6300	3825	15510	31320	0	9450	7000	0	5400	960	2220	360	0	2100	510000	60000	380	\$655,825
Total Task 4																			\$655,825
Task 5 - Condition Assessment of Tudor Road Force mains and Scruggs Road Force main																			
1 Provide design and construction support services for Phase 1 pipeline inspections.		2	13		40			40		40	6	12			14			\$180	\$25,005
2 Conduct site planning and coordination meetings with City staff and inspection Contractor for internal Smart Ball assessment.		2		4															\$1,080
3 Conduct pre-condition assessment meeting with City to finalize action plan for inspection. Support the city in any pre-assessment walkthrough activities needed.		2		2															\$750
4 Contractor Mobilization and Demobilization																20000			\$20,000
5 Perform internal assessment of the force main using Smart to identify leaks and gas pockets.				16												95000		\$100	\$97,740
6 Contractor condition assessment findings and reporting of gas pocket and leak detection survey.																20000			\$20,000
7 Review and analyze inspection data, internal conditions versus operating conditions, and develop recommendations		2		8	16	2	2												\$5,090
8 Facilitate a workshop to present assessment results		2		2															\$750
9 Coordinate with City and identify recommended locations for External Direct Corrosion Assessments prior to mobilization of assessment staff.		2		4			8												\$2,880
10 Perform External Direct Corrosion Assessment (EDCA) field activities		4		8	40		60	80									45000	\$3,000	\$79,460
11 Analyze the results of EDCA analysis		4		12	40		20												\$13,120
12 Prepare Draft Condition Assessment Report		4		16	32		8	16											\$11,920
13 Facilitate a review meeting with City to discuss draft report.		2		2			2												\$1,200
14 Finalize the Condition Assessment Report.		2		4	8			8											\$3,240
Subtotal Hours	0	28	13	78	176	2	100	144	0	40	6	12	0	0	14	135000	45000		
Subtotal Dollars	0	5880	2925	12870	25520	580	22500	18000	0	5400	960	2220	0	0	2100	135000	45000	3100	\$282,055
Total Task 5																			\$282,235
Task 6 - Condition Assessment of Lakewood Sewers																			
1 Conduct task kickoff meeting prior to initiating condition assessment work.		2		2			2												\$1,200
2 Perform MSI platform inspection of Lakewood Sewers.																	150000		\$150,000
3 Compile Contractor HDCCCTV findings and evaluate inspection findings. Process Laser profiling inspection and sonar inspection where warranted		4		8			2	16											\$4,610
4 Review and analyze Sonar and Laser Profiling data provided by Contractor.		2		4			4												\$1,980
5 Complete structural evaluation of identified structural defects in comparison to operating conditions of pipe. Develop initial assessment findings and recommendations.		2		16	16		4												\$6,280
6 Facilitate a workshop to present assessment results, discuss risk tolerance and the City's threshold for initiating rehabilitation or repairs, and other topics to be determined based on the assessment findings.		2		4			4											\$200	\$2,180
7 Prepare Draft Condition Assessment Report summarizing inspection and analysis methods and results, and recommendations to extend the service life of the pipeline.		4		8	16		4	16					4						\$7,740
8 Facilitate a review meeting with City to discuss draft report.		2		2															\$750
9 Incorporate City comments and finalize the Condition Assessment Report		2		4	8														\$2,240
Subtotal Hours	0	20	0	48	40	0	20	32	0	0	0	0	4	0	0	0	0	0	
Subtotal Dollars	0	4200	0	7920	5800	0	4500	4000	0	0	0	0	360	0	0	0	150000	200	\$176,980
Total Task 6																			\$176,980
Task 7 - Phase 1 Final Report and Phase 2 Program Planning																			
1 Develop GIS mapping of condition assessment findings from Phase 1 inspections.				4				40	16										\$8,300
2 Develop pipeline renewal recommendations and identify any emergency or immediate repair needs.		4	8	20	20		8												\$10,640
3 Prepare for and Facilitate Phase 1 Condition Assessment Findings and Renewal Alternative Development Workshop.		4	4	8														\$100	\$3,160
4 Provide support for the City to complete any emergency repairs.			4	16	40			16			8	16							\$15,580
5 Complete renewal alternatives evaluation for capital improvement projects on pressure pipelines	2		8	24	20			16		16	4								\$13,960

LEE'S SUMMIT WATER TRANSMISSION, LARGE DIAMETER SEWERS, AND FORCE MAIN CONDITION ASSESSMENT AND MANAGEMENT PROGRAM – PHASE 1 SUPPORT
Scope and Fee 10-31-18

	Pat Young	Ryan Eisele	Aaron Bresette	Michelle Carter	Bagwell/Duckworth/Maschmann/Corey	Graham Bell/Ellison	Jeff Giddings/Luis Leon		Peter Maynard-Moody	Pat Keyhill	Johnny Yakle	Green/Meyer	Berne/Campbell	Davies	Hopson				
	QC	Sr. Project Manager	Sr. Project Engineer	Sr. Project Engineer	Project Engineer	Sr. Tech Specialist	Condition Assessment Specialist	Asst. Project Eng./GIS	Sr. GIS	Sr. Technician/CAD	Survey Manager	Survey Crew	Admin Personnel	Sr. Support Staff	Structural Eng.	Pure Technology	Ace Pipe & Blue Water Solutions	HDR Expenses	Total
Allowable Billing Rates per Client Contract	250.00	210.00	225.00	165.00	145.00	290.00	225.00	125.00	165.00	135.00	160.00	185.00	90.00	120.00	150.00				
TASKS																			
6 Develop planning level cost estimates for evaluated alternatives and recommended projects.			4	8	16														\$4,540
7 Identify any recommended operational improvements and pipeline protection recommendations.	2	4		16	8														\$5,140
8 Develop programmatic recommendations for proactive corrosion protection of new pipelines, and management of corrosion issues for existing pipelines.	2	4			24	12	8												\$10,100
9 Develop implementation plan schedule and budgets for recommended capital improvement projects.		2		8															\$1,740
10 Develop rehabilitation alternatives for gravity sewer lines under Lakewood Lake.		4		24			16												\$8,400
11 Prepare for and Conduct Phase 1 Recommendations Workshop.		4	4	8															\$3,060
12 Finalize recommendations and implementation plan.		2		4															\$1,080
13 Update recommended Phase 2 and Phase 3 inspection plan based on Phase 1 findings.		4		4		2	2										2000		\$4,530
14 Develop Draft Phase 1 Pipeline Condition Assessment and Management Program Final Report.	2	8		24	40			20					4						\$14,800
15 Update Pipeline Condition Assessment and Management Program Plan.		4		8				8											\$3,160
16 Conduct review meeting with City to review updated Phase 2 and Phase 3 plan, and review City comments on Phase 1 Final Report.		2		4															\$1,080
17 Finalize updated Program Plan based on City comments.		2		4	8														\$2,240
18 Finalize Final Report based on City comments.		2		4	16			8											\$4,400
Subtotal Hours	8	50	32	188	192	14	34	108	16	16	12	16	4	0	0	0	0	0	
Subtotal Dollars	2000	10500	7200	31020	27840	4060	7650	13500	2640	2160	1920	2960	360	0	0	0	2000	100	\$115,910
Total Task 7																			\$115,910
Task 8 - Project Management																			
1 Project Management and Administration	2	4											8						\$2,060
2 Budget and Invoice Management		12												16					\$4,440
3 Quality Control and Project Approach and Resource Review		2				6													\$2,160
Subtotal Hours	2	18	0	0	0	6	0	0	0	0	0	0	8	16	0	0	0	0	
Subtotal Dollars	500	3780	0	0	0	1740	0	0	0	0	0	0	720	1920	0	0	0	100	\$8,760
Total Task 8																			\$8,660
Total Hours	38	258	122	688	1,016	86	258	580	36	100	32	48	32	16	28	135,000	45,000		183,338
Total Billing Amount	\$9,500	\$54,180	\$27,450	\$113,520	\$147,320	\$24,940	\$58,050	\$72,500	\$5,940	\$13,500	\$5,120	\$8,880	\$2,880	\$1,920	\$4,200	\$695,000	\$275,500	\$5,980	\$1,526,380

Project Estimate **\$1,526,380**

Packet Information

File #: TMP-1062, **Version:** 1

An Ordinance awarding Bid No. 57831683-C, for the cathodic protection pilot program to Wiedenmann, Inc., in the amount of \$203,997.00 and authorizing the City Manager to execute an agreement for the same.

Key Issues:

Approximately 16,000 feet of six and eight-inch ductile iron water mains were installed in the Princeton Heights area during the 1990's.

Due to corrosion of iron pipe, over twenty water main breaks have occurred in the Princeton Heights area since 2009.

To reduce the corrosion of existing water mains and extend the service life of water mains in the Princeton Heights area, 280 high potential magnesium anodes will be installed with this project as part of a cathodic protection pilot program.

Proposed Committee Motion:

I move to recommend to City Council for approval an Ordinance awarding Bid No. 57831683-C, for the cathodic protection pilot program to Wiedenmann, Inc., in the amount of \$203,997.00 and authorizing the City Manager to execute an agreement for the same.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance awarding Bid No. 57831683-C, for the cathodic protection pilot program to Wiedenmann, Inc., in the amount of \$203,997.00 and authorizing the City Manager to execute an agreement for the same.

SECOND MOTION: I move for adoption of an Ordinance awarding Bid No. 57831683-C, for the cathodic protection pilot program to Wiedenmann, Inc., in the amount of \$203,997.00 and authorizing the City Manager to execute an agreement for the same.

Background:

A Water Research Foundation report published in 2018 "Retrofit and Management of Metallic Pipe with Cathodic Protection" provides information and case studies from water utilities beginning anode retrofit programs to extend the service life of existing water mains. An anode retrofit program is a type of cathodic protection that typically involves welding a wire from a magnesium anode to an existing water main then burying the anode near the water main. The Des Moines Water Works (DMWW) and Louisville Water Company (LWC) saw a reduction in water main breaks after beginning anode retrofit programs in 2004. From 2004 to 2014, DMWW installed anodes on 22 miles of water mains. From 2004 to 2013, LWC installed cathodic protection on 75 miles of water mains. WaterOne in Johnson County Kansas completed a few projects installing anodes on copper service lines. According to DMWW, a 32 pound magnesium anode has an estimated service life of 25 years. The cost of an anode retrofit project is approximately 10 percent of the cost for

replacing a water main.

Impact/Analysis:

Funding Source Encumbrances	Current Project Budget		Direct Expense	Prior
	This Request/Contract	Remaining Balance		
57831683-C	\$250,000.00		\$0.00	\$0.00
\$203,997.00	\$46,003.00			

Other Information/Unique Characteristics:

Water Utilities Engineering issued Bid No. 57831683-C on October 19, 2018. The bid was advertised and potential bidders were notified through QuestCDN, on the City website and in a broadcast e-mail to known contractors. A pre-bid conference was held on October 30, 2018. Three (3) responsive bids were received by the November 8, 2018 bid opening date. Wiedenmann, Inc., was determined to be the lowest and most responsible bidder by City Staff. Water Utilities staff reviewed the bids and recommend awarding the contract to Wiedenmann, Inc., in the amount of \$203,997.00.

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

Staff Recommendation:

Staff recommends approval of an Ordinance awarding Bid No. 57831683-C, for the cathodic protection pilot program to Wiedenmann, Inc., in the amount of \$203,997.00 and authorizing the City Manager to execute an agreement for the same.

Committee Recommendation: [Enter Committee REcommendation text here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AWARDDING BID NO. 57831683-C, FOR THE CATHODIC PROTECTION PILOT PROGRAM TO WIEDENMANN, INC., IN THE AMOUNT OF \$203,997.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, approximately 16,000 feet of six and eight-inch ductile iron water mains were installed in the Princeton Heights area during the 1990's; and

WHEREAS, due to corrosion of iron pipe, over twenty water main breaks have occurred in the Princeton Heights area since 2009; and,

WHEREAS, to reduce the corrosion of existing water mains and extend the service life of water mains in the Princeton Heights area, 280 high potential magnesium anodes will be installed with this project as part of a cathodic protection pilot program; and,

WHEREAS, Water Utilities Engineering issued Bid No. 57831683-C on October 19, 2018; and

WHEREAS, Wiedenmann, Inc., was determined to be the lowest and most responsible bidder by City Staff.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the award of bid no. 57831683-C to Wiedenmann, Inc., in the amount of \$203,997.00.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager, of an agreement with Wiedenmann, Inc., for the services contained in bid no. 57831683-C in an amount of \$203,997.00. Said contract is on file with the City of Lee's Summit Water Utilities Department and is incorporated by reference as if fully set forth herein.

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

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

Mayor Bill Baird

ATTEST:

City Clerk, Trisha Fowler Arcuri

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

Mayor Bill Baird

ATTEST:

City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

Brian W. Head, City Attorney

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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

THIS AGREEMENT is by and between _____ City of Lee’s Summit, Missouri _____ (“Owner”) and
_____ Wiedenmann Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Installation of 280 high potential magnesium anodes on existing ductile iron water mains, surface restoration including all materials, labor, equipment, testing, supervision, and any and all other items necessary to complete the work.

ARTICLE 2 – THE PROJECT

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

Bid No. 57831683-C Cathodic Protection Pilot Program

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 76 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

B. Work in front of each property, including all site restoration, shall be completed within a Milestone of 14 calendar days.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. Contractor shall pay Owner \$250.00 per day for each day that expires after the time specified in Paragraph 4.02 for completion of Milestones. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney’s fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner’s personnel.

ARTICLE 5 – CONTRACT PRICE

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

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$9000.00	\$9000.00
2	High Potential Magnesium Anode	EA	280	\$636.00	\$178,080.00
3	Anode Test Stations	EA	3	\$475.00	\$1,425.00
4	Sidewalk	SY	212	\$66.00	\$13,992.00
5	Traffic Control	LS	1	\$1,500.00	\$1,500.00
Total of All Bid Prices					\$203,997.00

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly ~~on or about the 1st day of each month~~ during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage); ~~and, If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 - 5. General Conditions (pages 1 to 66, inclusive).
 - 6. Supplementary Conditions (pages 1 to 5, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings consisting of 7 sheets with each sheet bearing the following general title: Cathodic Protection Pilot Program [or] the Drawings listed on attached sheet index.
 - 9. Addenda (numbers 1 to 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

- b. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
- 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be

valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

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

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

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

OWNER:

CONTRACTOR

City of Lee's Summit, Missouri _____

By: _____

By: _____

Title: City Manager _____

Title: _____

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

Approved as to Form: Nancy K. Yendes _____

Attest: _____

Title: Chief Counsel of Infrastructure and Planning _____

Title: _____

Address for giving notices: 220 SE Green Street _____

Address for giving notices: _____

Lee's Summit, MO 64063 _____

License No.: _____

(Where applicable)

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

Agent for service of process: _____



LEE'S SUMMIT
MISSOURI

This is an unofficial bid tabulation.

Bid No. 57831683-C

Project: Cathodic Protection Pilot Program

Bid Opening Date and Time: November 8, 2018 3:00 p.m.

BIDDER	BID PRICE
Wiedenmann, Inc.	\$203,997.00
Hettinger Excavating LLC	\$248,260.00
Kantex Industries	\$321,841.75

Engineer's Estimate = \$235,580.00
Recommended Award Amount = \$203,997.00

UNOFFICIAL

This is an unofficial bid tabulation.

Bid No. 57831683-C
 Project: Cathodic Protection Pilot Program
 Bid Opening Date and Time: November 8, 2018 3:00 p.m.

				BIDDER		BIDDER		BIDDER	
				Wiedenmann, Inc. Belton, MO		Hettinger Excavating LLC Drexel MO		Kantex Industries Olathe, KS	
Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	MOBILIZATION	LS	1	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$32,802.46	\$32,802.46
2	HIGH POTENTIAL MAGNESIUM ANODE	EA	280	\$636.00	\$178,080.00	\$795.00	\$222,600.00	\$1,023.54	\$286,591.20
3	ANODE TEST STATION	EA	3	\$475.00	\$1,425.00	\$400.00	\$1,200.00	\$208.99	\$626.97
4	SIDEWALK	SY	212	\$66.00	\$13,992.00	\$80.00	\$16,960.00	\$5.76	\$1,221.12
5	TRAFFIC CONTROL	LS	1	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$600.00	\$600.00
Total				\$203,997.00		\$248,260.00		\$321,841.75	

UNOFFICIAL

This is an unofficial bid tabulation.

Bid No. 57831683-C

Project: Cathodic Protection Pilot Program

Bid Opening Date and Time: November 8, 2018 3:00 p.m.

				BIDDER		BIDDER		BIDDER	
				Engineer's Estimate					
Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	MOBILIZATION	LS	1	\$12,000.00	\$12,000.00				
2	HIGH POTENTIAL MAGNESIUM ANODE	EA	280	\$730.00	\$204,400.00				
3	ANODE TEST STATION	EA	3	\$800.00	\$2,400.00				
4	SIDEWALK	SY	212	\$65.00	\$13,780.00				
5	TRAFFIC CONTROL	LS	1	\$3,000.00	\$3,000.00				
Total				\$235,580.00		\$0.00		\$0.00	

Packet Information

File #: TMP-1070, **Version:** 1

An Ordinance approving Change Order #1 to the On-Call contract with Wiedenmann Inc. for the installation of a leachate cut-off trench at the Resource Recovery Park, an increase of \$26,337.51 for a revised contract price of \$90,018.51.

Issue/Request:

An ordinance approving Change Order #1 to the On-Call contract with Wiedenmann Inc. for the installation of a leachate cut-off trench at the Resource Recovery Park, an increase of \$26,337.51 for a revised contract price of \$90,018.51.

Key Issues:

- The On-Call contract is based on set hourly personnel and equipment rates plus the cost of materials. The original contract modification was for an estimated price based on information known at that time.
- Lab testing of the Bentonite-Cement slurry using the local mix quoted by Wiedenmann, Inc. revealed that it would not perform in a way to prevent leachate migration. SCS Engineers worked with Geiger Ready-Mix to create a suitable mix. That mix was 55% higher in price.
- The contract realizes that the scope of each job may not be entirely known until work commences due to the involvement of buried infrastructure. The bottom of the trench was to be at bedrock, which was expected to be at 14 feet. The depth varied and was greater than 20' at the center.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order #1 to the On-Call contract with Wiedenmann Inc. for the installation of a leachate cut-off trench at the Resource Recovery Park, an increase of \$26,337.51 for a revised contract price of \$90,018.51.

Background:

SCS Engineers prepared a work plan to the satisfaction of the Missouri Department of Natural Resources (MDNR) to fix a leachate seep at the landfill. The agreed upon fix was to construct a cut-off trench, down to bedrock, partially filled with a bentonite/cement slurry to block subsurface seepage from reaching the ground surface of the embankment to the east. Subsurface exploration before the work would have either yielded very limited information or duplicate the work necessary to make the repairs. Based on these conditions and the immediate need to cutoff seepage thorough subsurface exploration was not conducted to pinpoint the limits of the seepage.

The trenching operation was observed by SCS Engineers, MDNR, and City staff. As underground conditions were revealed, engineering decisions were made during the excavation to adjust the amount and elevation that the bentonite/cement slurry would be placed. Due to the exploratory nature of this excavation and the presence of MDNR at the site, decisions were made on-site during construction. These decisions were made to meet MDNR requirements and to avoid duplicating the Contractor's and thus incur even greater costs. It was imperative that the bentonite/cement form a homogenous impervious barrier. Additional bentonite/cement slurry was used due to the

depth of the trench and location of groundwater seams observed during the repair process.

Impact/Analysis:

Once the bentonite/cement slurry pour was started, it needed to be completed to create the homogenous impervious barrier approved by MDNR to mitigate the violation.

Timeline:

Start: 9/17/2018

Finish: 9/24/2018

Other Information/Unique Characteristics:

[Enter text here]

David Lohe, Supervisory Engineer

Recommendation: Staff recommends approval of an Ordinance approving Change Order #1 to the On-Call contract with Wiedenmann Inc. for the installation of a leachate cut-off trench at the Resource Recovery Park, an increase of \$26,337.51 for a revised contract price of \$90,018.51.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 18-

AN ORDINANCE APPROVING CHANGE ORDER #1 TO THE ON-CALL CONTRACT WITH WIEDENMANN INC. FOR THE INSTALLATION OF A LEACHATE CUT-OFF TRENCH AT THE RESOURCE RECOVERY PARK, AN INCREASE OF \$26,337.51 FOR A REVISED CONTRACT PRICE OF \$90,018.51.

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 increase the contract with Wiedenmann, Inc. by \$26,337.51 for a revised total sum of \$90,018.51.

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 revised total sum of \$90,018.51, 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.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 18-

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 the City Attorney

**CHANGE ORDER #1 TO 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, Revised Statement of Work by Wiedenmann, Inc., dated October 22, 2018.

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 revised total sum of ninety thousand eighteen dollars and 51 cents (\$90,018.51) without a modification to the contract.

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:

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

October 22, 2018

Lee's Summit Missouri
220 SE Green Street
Lee's Summit, Mo. 64063

Attn: Mr. David Lohe

Re: Landfill Cutoff Wall
WI #576

Revised Statement of Work

Dear David,

Attached, please find the Time & Materials breakdown for the above referenced project. This invoice is for work completed the week of September 17, 2018 through September 24, 2018. The value of our work is:

Ninety Thousand Eighteen Dollars and 51/100

\$90,018.51

The budget letter of November 28, 2017 (attached) estimated this project would cost \$63,681.00. The bentonite placed was the main reason for the budget disparity. At budget time the bentonite mix design and quantity were undefined; we estimated 65 cubic yards at a plug number of \$200.00 /cy for a bentonite budget of \$13,000.00. As you may remember, Geiger Ready-Mix and SCS Engineers worked together before the project commenced to determine a proper mix for the project. Then as the project evolved SCS had Geiger adjust the mix. The result was a Bentonite mix that cost \$309.93 per cubic yard; final installed bentonite was 117 cubic yards which resulted in a Bentonite mix cost of \$36,261.81, or \$23,261.81 over budget.

Trucking is another budget that turned out different then anticipated. At budget we allowed \$3,000.00 for dump trucks. At completion the dump truck cost exceeded \$5,000.00.

Thank you for the opportunity to do this work.

Sincerely,

Lindy Kidwell
Wiedenmann, Inc.

Change Order Details

Base Agreement /Estimate	\$63,681.00
Additional Bentonite Expense	\$23,261.81
Additional Labor and Equipment	\$3,075.70
<hr/>	
Total Revised Value of Work	\$90,018.51

**Lee's Summit Leachate Interceptor Trench
Construction Survey Data
Collected by Wiedenmann, Inc.**

Location	Survey Date	Survey Reading	Depth to Rock	Location	Survey Date	Survey Reading	Depth to Grout	Grout Thickness
start	9.17.2018	8.80	6.80	start	9.18.2018	5.86	4.60	2.20
25'	9.17.2018	8.45	6.45	25'	9.18.2018	5.46	4.20	2.25
41'	9.17.2018	8.50	6.50	41'	9.18.2018	5.95	4.69	1.81
50'	9.17.2018	11.92	9.92	50'	9.17.2018	9.26	7.26	2.66
60'	9.17.2018	11.76	9.76	60'	9.18.2018	8.11	6.85	2.91
65'	9.17.2018	13.05	11.05	65'	9.18.2018	8.58	7.32	3.73
70'	9.17.2018	19.44	17.44	70'	9.20.2018	11.26	7.06	10.38
75'	9.17.2018	22.44	20.44	75'	9.20.2018	10.93	6.73	13.71
100'	9.18.2018	21.23	19.97	100'	9.20.2018	8.75	4.55	15.42
118'	9.18.2018	18.45	17.19	118'	9.20.2018	9.29	5.09	12.10
125'	9.18.2018	10.98	9.72	125'	9.20.2018	8.62	4.42	5.30
150'	9.18.2018	10.49	9.23	150'	9.18.2018	8.35	7.09	2.14
175'	9.18.2018	10.38	9.12	175'	9.18.2018	9.09	7.83	1.29
200'	9.18.2018	10.56	9.30	200'	9.18.2018	9.00	7.74	1.56

Benchmark Data

9.17.2018	2.00
9.18.2018	1.26
9.20.2018	4.20

Packet Information

File #: TMP-1071, **Version:** 1

An Ordinance authorizing the execution of Modification No. 4 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 \$94,275.00, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An Ordinance authorizing the execution of Modification No. 4 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 \$94,275.00, 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 (MNDR).
- The tasks specified in this Modification are presently the responsibility of Summit Waste (SWS) until the end of December 2018. Once the landfill closes and in January 2019, the City will again be responsible for these tasks as the owner of the property.

Proposed Committee Motion:

I move to recommend to City Council an Ordinance authorizing the execution of Modification No. 4 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 \$94,275.00, 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. These tasks are presently being done by Solid Waste Systems (SWS). Whether SWS is on site or not, there are regulatory obligations that remain with the City as owner of the property. SWS will continue to be responsible for these tasks until January 2019.

Tasks from year to year change, only when necessary, based on the anticipated scope of services needed for

File #: TMP-1071, **Version:** 1

the upcoming year. Tasks are related to groundwater monitoring, leachate sampling, surface water sampling, air compliance, gas well monitoring, and the reporting documentation for each as required by MDNR.

Impact/Analysis:

Services are required to meet MDNR requirements.

Timeline:

Start: January 1, 2019

Finish: June 30, 2019

Other Information/Unique Characteristics:

[Enter text here]

David Lohe, Supervisory Engineer

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of Modification No. 4 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 \$94,275.00, 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 MODIFICATION NO. 4 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 \$94,275.00, 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.

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. 4 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 \$94,275.00, 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.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 18-

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 the City Attorney

**MODIFICATION NO. 4 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. 4 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 10: Semiannual Groundwater Monitoring and Reporting

Engineer will provide services associated with the semi-annual groundwater detection monitoring and reporting at the LSRRP. Activities will include reporting of November 2018 event, including data management, statistical analysis, and reporting as required by the MDNR. Sampling and reporting will be completed for the May 2019 event including collection of groundwater samples, data management, statistical analysis, and reporting as required by the MDNR.

Engineer will coordinate with the selected laboratory to supply appropriate bottles and sample preservatives, as necessary, and to receive samples collected by Engineer. Services provided by Engineer include subcontracting with a laboratory to perform analysis. Laboratory analytical results will be validated based upon quality assurance/quality control (QA/QC) samples collected with the standard groundwater samples during each sampling event.

Engineer will also perform statistical analyses on the laboratory data and report findings in a semi-annual report. These reports will include a summary of the sampling event, laboratory analytical results, a contour map showing the piezometric surface of the groundwater, flow rate calculations, statistical analyses, and results of the data validation. Monitoring and reporting activities will include sampling, testing, and analysis for Missouri Appendix I parameters.

Task 11: Semi-Annual Leachate Sampling and Reporting

Engineer will provide services associated with the semi-annual leachate sampling and reporting at the LSRRP for sample reporting of November 2018 event and both sampling and reporting for May 2019 event. Activities will be in accordance with Little Blue Valley Sewer District Discharge Permit No. LB-0912-LS219, or applicable replacement permit. Where appropriate, Engineer will coordinate with the selected laboratory to supply appropriate bottles and sample preservatives, as necessary, and to receive samples collected by Engineer. Services provided by Engineer include subcontracting with a laboratory to perform analysis. Laboratory analytical results will be validated based upon QA/QC samples collected with the leachate samples during each sampling event.

Engineer will complete a semi-annual report for each sampling event. These reports will include a summary of the sampling event, laboratory analytical results, chain of custody, and results of the data validation.

Task 12: Quarterly Surface Water Sampling and Reporting

Engineer will provide services associated with the quarterly surface water sampling and reporting at the LSRRP for Quarter 4 2018 and Quarters 1 and 2 2019. This task includes the collection of surface water samples, data management, and reporting as required by the MDNR for Outfall #001 and #002 at the landfill detention basin.

Engineer will coordinate with the laboratory to supply appropriate bottles and sample preservatives, as necessary, and to receive samples collected by Engineer. Services provided by Engineer include subcontracting with a laboratory to perform analysis. Laboratory analytical results will be validated based upon quality assurance/quality control samples collected with the surface water samples during each sampling event.

Task 13: Air Compliance

Engineer will complete the Emissions Inventory Questionnaire (EIQ) (due April 1, 2019). Engineer will be responsible for completing applicable forms relating to the EIQ and determining the resulting fee to be paid to the MDNR. Engineer is not responsible for paying the resulting fee.

Engineer will submit Annual Compliance Certification (ACC) and Semi-Annual Monitoring (SAM) Reports. The ACC and SAM Report will be submitted by April 1, 2019 for the annual period January through December 2018 as well as the semi-annual period July 1, 2018 through December 31, 2018 (compliance information to be provided by Summit Waste Systems).

Engineer will submit by March 31, 2019 Greenhouse Gas (GHG) calculations for the period January 1, 2018 through December 31, 2018. Data including background data and assumptions will be uploaded into eGRRT, the EPA's online program.

If necessary, Engineer will submit the annual report documenting compliance with applicable regulations for the internal combustion engine associated with the rock crusher.

Task 14: Gas Well Monitoring, Minor Maintenance, and Other Support

Engineer will complete the landfill gas (LFG) system monitoring at the LSRRP. Activities will include monthly well field balancing of 43 LFG extraction wells and minor monthly maintenance. Engineer will upload data into a data management program and maintain an electronic database accessible by City staff for landfill gas system operational data and liquid data. On an as-needed basis, Engineer will also provide flare and LFG system troubleshooting when problems occur, and will complete system repairs as practical. In addition to as-needed repairs or maintenance, Engineer will conduct two 3-day events for the purpose of cleaning and maintaining the pneumatic pumps installed in various gas wells.

Task 15: Annual Gas and Leachate Activities Summary Report

Engineer will prepare an annual report documenting landfill gas control and leachate extraction efforts at the site, and prepare an updated site map documenting any changes to piping or other infrastructure at the site to document tasks completed and modifications that occurred during the previous calendar year.

The total fees (hourly fees and expenses) for the On-Call Services added by this Modification No. 4 shall not exceed the total sum of ninety-four thousand, two hundred seventy-five dollars (\$94,275.00) without a modification to the contract. The estimated budget for the work under this Modification No. 4 is identified in the table below.

On-Call Services added by this Modification No. 4 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 10	Semiannual Groundwater Monitoring and Reporting	\$39,600
Task 11	Semi-Annual Leachate Sampling and Reporting	\$6,600
Task 12	Quarterly Surface Water Sampling and Reporting	\$4,875
Task 13	Air Compliance	\$8,000
Task 14	Gas Well Monitoring, Minor Maintenance, and Other Support	\$28,200
Task 15	Annual Gas and Leachate Activities Summary Report	\$7,000
	Tasks 10 through 15	\$94,275

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

Labor Category	Rate
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.

**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;

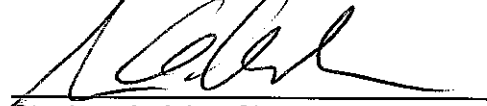
NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

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.

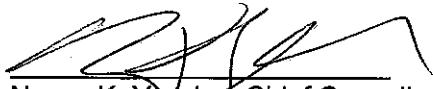
THIS RENEWAL OF AGREEMENT and MODIFICATION NO. 2 TO AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 9th day of may, 2018.

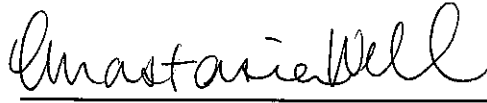
CITY OF LEE'S SUMMIT


Stephen A. Arbo, City Manager

APPROVED AS TO FORM:


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

SCS ENGINEERS



BY: Anastasia Welch

TITLE: Vice President

ATTEST:



Attachment A

SCS ENGINEERS

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General Terms:

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SCS ENGINEERS

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Full-Day Meal Allowance.....	\$46.00 per day
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Hand Augers (10-foot).....	\$15.00 per day
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Generator.....	\$75.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
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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

File #: 2018-2427, Version: 1

Continued Discussion - Transit

Issue/Request:

Discuss potential transit service improvements and contract proposals for 2019-2020.

Key Issues:

- Existing Transit Services cost may increase significantly
- Fixed Route from Independence, MO (Independence Transit Center)
- Fixed Route from Kansas City, MO (3-Trails Transit Center)
- Expansion of Existing RideKC Lee's Summit Demand Response Transit
- Cost reduction options for existing commuter services
- Need policy guidance for 2019 Transit Services

Background:

In October 2018, staff presented existing transit services and potential alternatives for Public Works Committee discussion. The Public Works Committee requested additional information, especially cost scenarios, for continued discussion and consideration. The following information was obtained from KCATA and OATS, the transit service provider and operators for Lee's Summit Transit Services to address the Public Works Committee questions:

Cost Analysis of New Fixed Route Alternatives:

- *Independence Transit Center Connection with 60-minute headways, \$325,000: A split/shared cost with Kansas City, MO (\$162,500). Apply Lee's Summit's FTA Funding (Section 5307 operating funds at 50% match) to Lee's Summit's share of service cost with a local cost increase of approximately \$81,250.*
- *3-Trails Transit Center Connection with 60-minute headways (long layovers likely); an Optimistic Option, \$385,000: A split/shared cost with Kansas City, MO (\$192,500). After Lee's Summit's FTA Funding is applied to Lee's Summit's share of service cost, the local cost increase is approximately \$96,250.*
- *3-Trails Transit Center Connection with 45-minute headways (minimum layovers); a Conservative Option, \$525,000: A split/shared cost with Kansas City, MO (\$262,500). After Lee's Summit's FTA Funding is applied to Lee's Summit's share of service cost, the local cost increase is approximately \$131,250.*

The cost of service for expanded RideKC Lee's Summit Demand Response Transit (Operated by OATS):

- *Acquisition of additional vehicle (Bus or Van) - A local cost of approximately \$3,500-\$9,500 (based on most recent vehicle purchases and depending on vehicle type). OATS indicated the life-expectancy of vehicle is typically 7-8 years based on their experience.*

- *Proposed cost of additional vehicle in circulation (a change of 6 to 7 vehicles in circulation) with the existing days and hours of operation - An additional vehicle in operation at full capacity would provide about 5,000 additional trips annually to help address service denials and demand. After Lee's Summit's FTA Funding is applied and assuming conservative rates per trip for service cost (see 2019 comments for service rate increase considerations), the local cost increase is approximately \$58,000.*

Cost savings options for RideKC Lee's Summit Express Service changes:

- *Reduced capacity from four bus trips to three bus trips. This change would probably eliminate the earliest bus in the morning and last bus in the evening, both being the most under-utilized schedule and adjust the headways to 45-minutes for the remaining 3 bus trips to maintain the reverse commute. Local cost reduction is approximately \$30,000-\$40,000.*

- *Reduced capacity from four bus trips to two bus trips - Not Recommended by KCATA or Staff due to implemented reverse commute and existing demand. The first bus in the morning and in the evening is also the last bus in the morning and evening.*

Existing Transit Service Issues for 2019-20

The current budgeted amounts for existing transit services and projected cost increase for existing transit services without modifications in 2019 is described below:

RideKC Lee's Summit (Demand Response Transit) 2018 local cost is approximately \$213,000. Projected local cost for 2019 is pending further negotiation and evaluation due to substantial changes in OATS subsidies and other expenditures associated with service. Revenues at the current contract rates did not cover projected costs of service, loss of subsidies, wage raises (4%) and other expenditure increases experienced throughout 2018. To sustain the Lee's Summit Demand Transit Service operated by OATS, an hourly rate increase for 2019 may range from 20%-40%, or approximately \$42,000-\$85,000.

RideKC Lee's Summit Express (Commuter Transit to Downtown KCMO) 2018 local cost is approximately \$104,000. Projected local cost for 2019 is approximately \$111,000, an increase of about 7% (\$7,000).

The amount of local funds provides the match for use of allocated federal transit funds. The local share is approximately 40%-45% of the total cost of service.

Staff discussed these transit options and service demands with the Livable Streets Advisory Board at the October board meeting. The Livable Streets Advisory Board recommended transit improvements; especially the introduction of fixed route service as proposed by staff and KCATA. Among the fixed route options, the priority would be service from 3-Trails Transit Center to Downtown Lee's Summit through MCC-Longview if both routes are not financially supported. The board did not support a reduction in service to the existing demand response service operated by OATS considering its use trends. However, the board did support a reduction in the commuter service between Lee's Summit and Kansas City if the reduction in service did not displace or otherwise reduce current ridership.

Impact/Analysis:

City Council response and direction to staff regarding the desired transit services for 2019 will have budget and public transportation impacts. Existing transit services are funded by a Transportation Sales Tax after FTA funding is applied. This sales tax also funds other road maintenance activities and programs such as curb replacement, street overlay, crack seal, pavement marking, etc. This fund does not currently have unallocated revenues available to expand transit services without a reduction in funds assigned to other maintenance activities and programs. Transit cannot be funded by the Capital Improvement Tax or Excise/License Tax. Transit could be funded from the General Fund or a new funding source (e.g. Use Tax).

Other Information/Unique Characteristics:

Staff plans to present Transit Contracts to the Public Works Committee and City Council for consideration next month based on direction and comment received.

Michael Park, PE, PTOE, City Traffic Engineer

Recommendation: [Enter Recommendation Here]

Packet Information

File #: 2018-2411, **Version:** 2

FY19 Snow Plan Update

Issue/Request:

Update Public Works Committee on FY 19 Snow/Emergency Plan

Key Issues:

FY19 Winter Weather Predictions
Snow/Emergency Plan Overview
Routing Philosophy
Residential Streets
Communication
Equipment

Proposed Committee Motion:

Background:

Impact/Analysis:

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

Shawn Graff and Bob Hartnett

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

Yours Truly

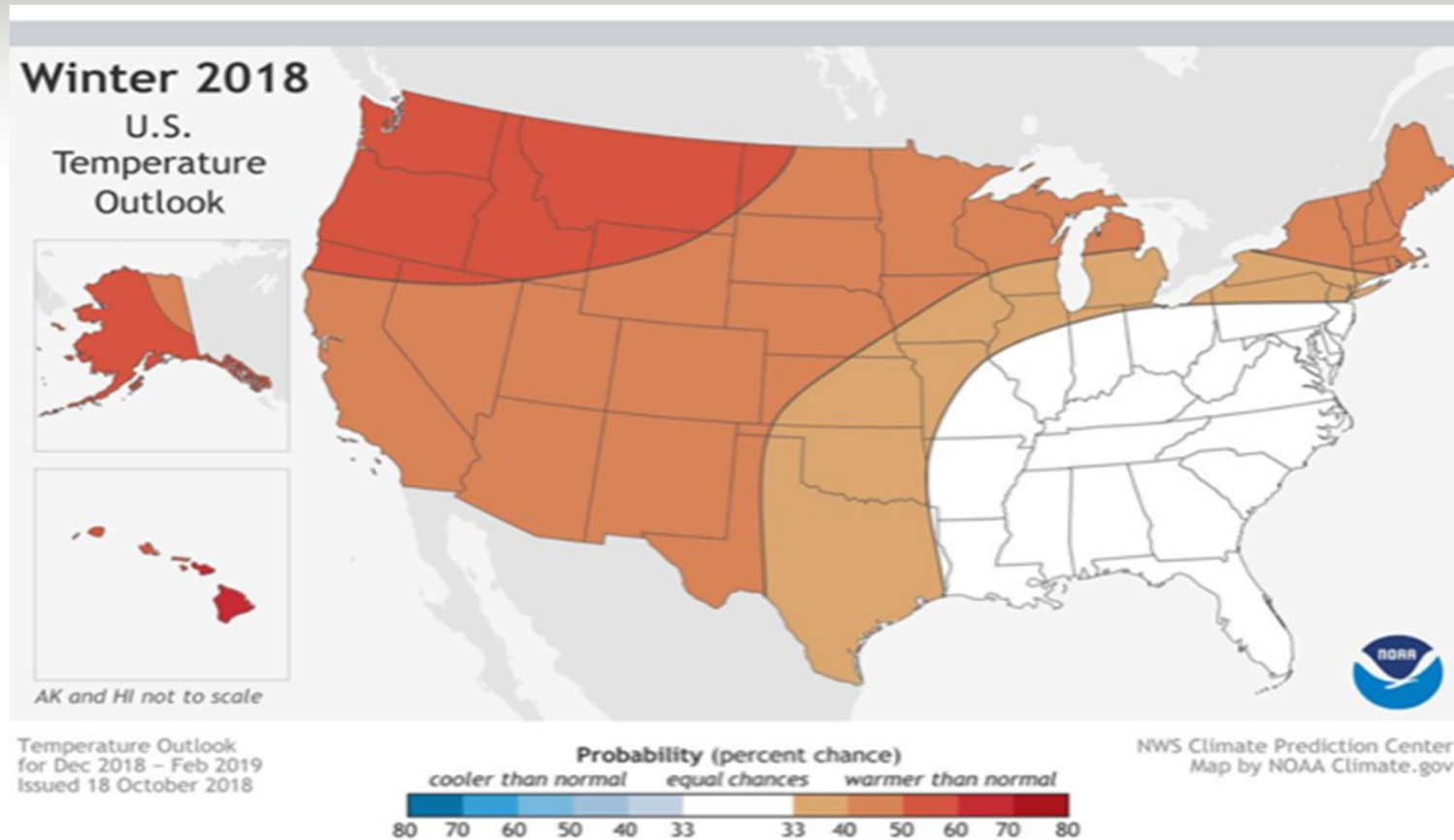
2018-2019 SNOW AND ICE PROGRAM

Public Works Committee
November 27, 2018

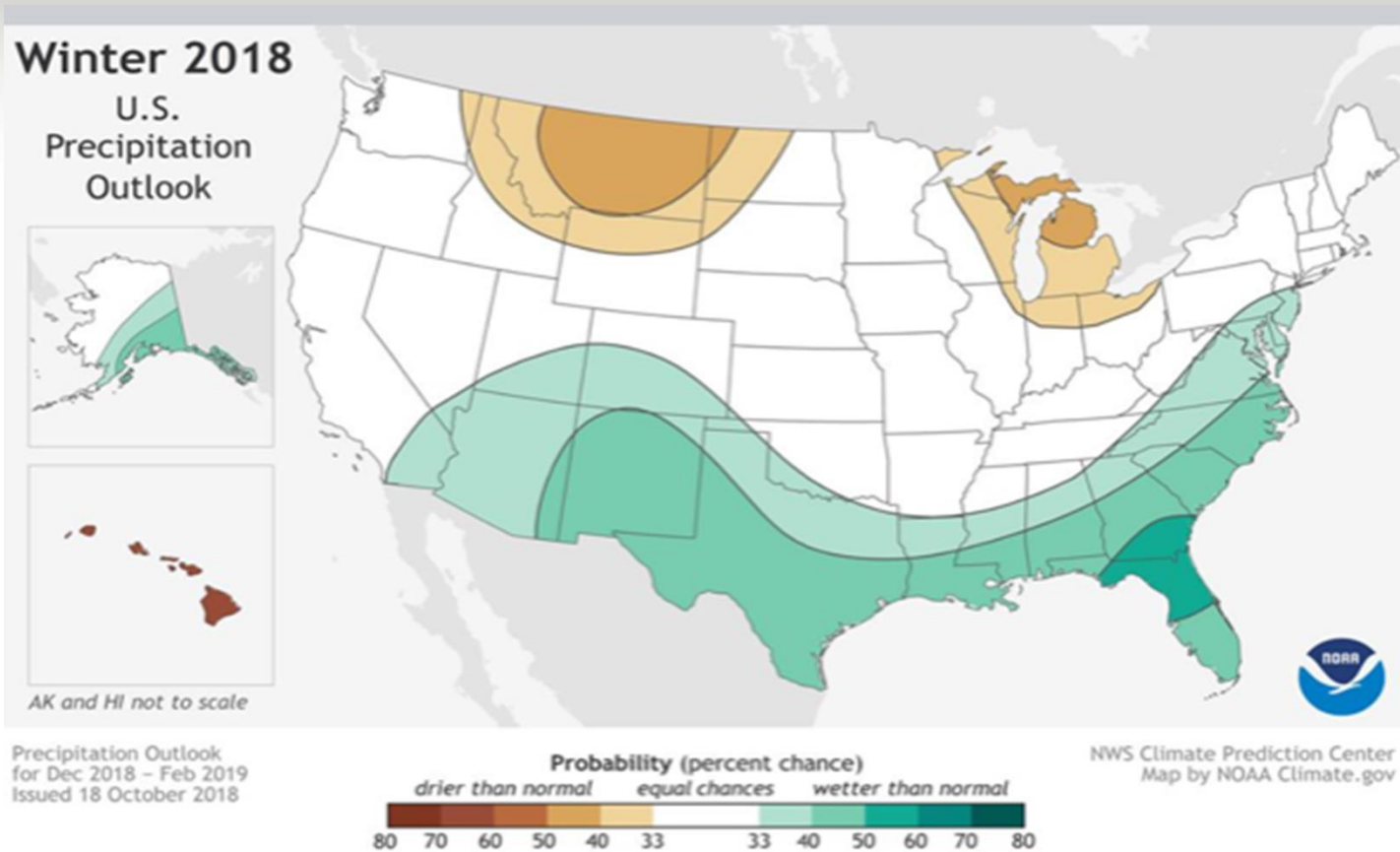
Outline

- Predictions
- Snow/Emergency Plan Overview
- Routing Philosophy
- Residential Streets
- Communication
- Equipment
- Questions

Temperature Prediction



Precipitation Prediction

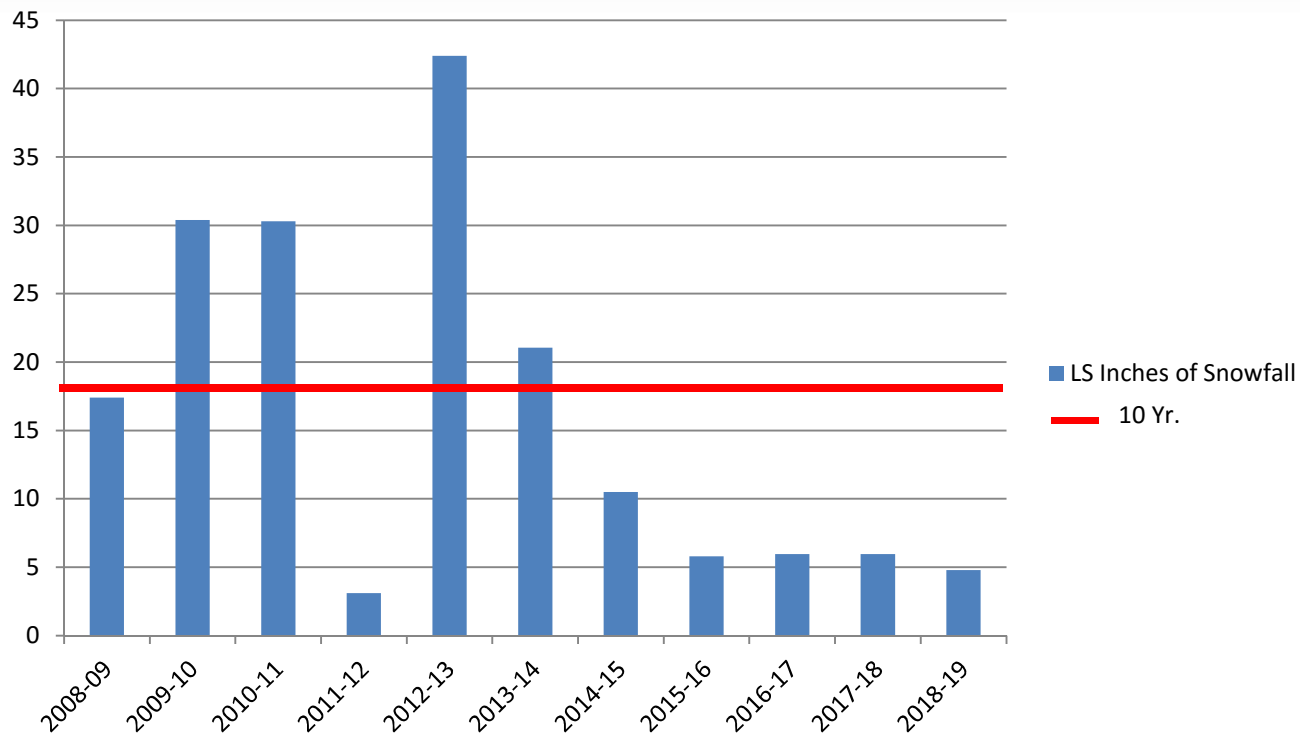


Prediction

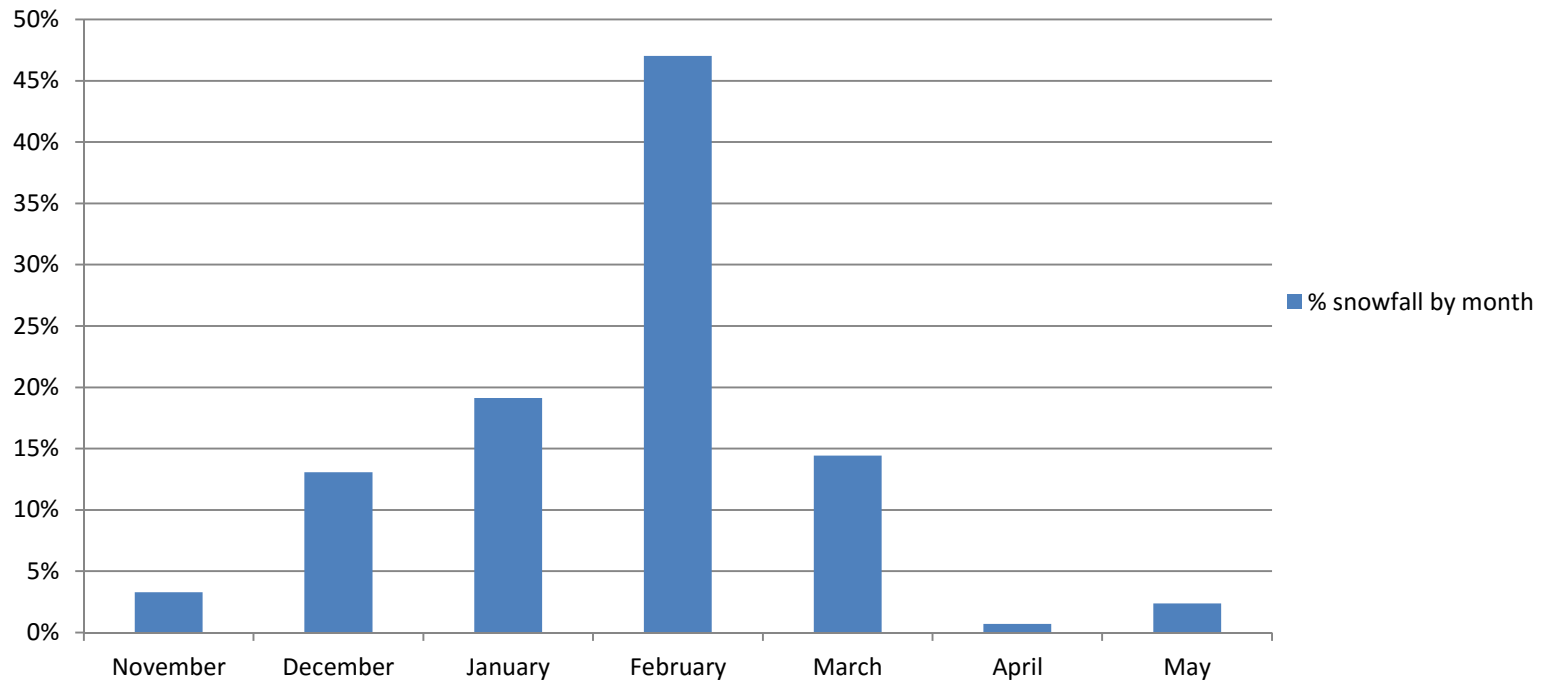


Historical Snowfall Totals

LS Inches of Snowfall

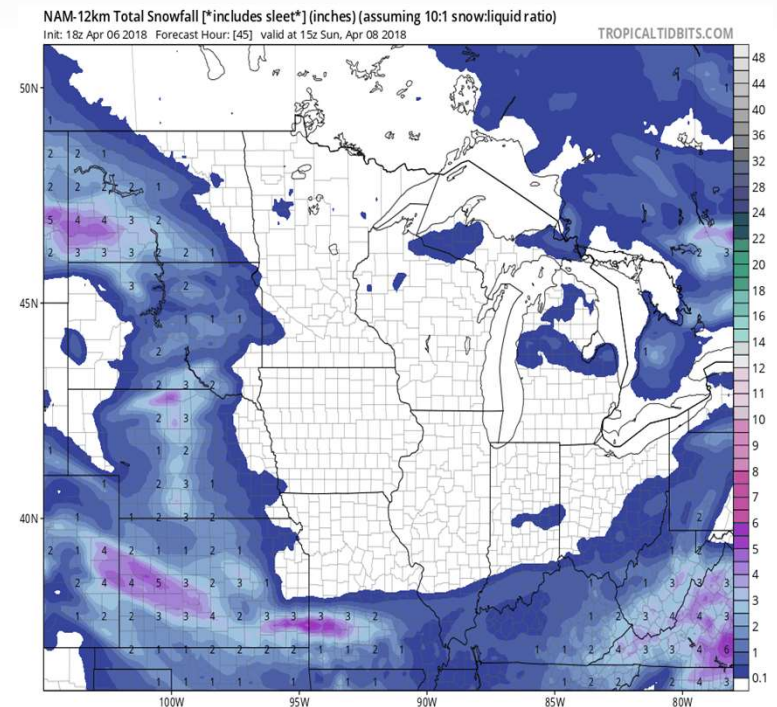


Snowfall



Snow Plan

- The City's Snow Plan outlines steps for the completion of storm response within **24 - 48 hours after precipitation has ended** provided that required levels of equipment and personnel are available.



Snow Plan

- Level 1 (pre-treat)
- Level 2 (<1" of snow) 24 hrs
- Level 3 (>1" – 6" of snow) 32.5 hrs
(>6" – 10" of snow) 40 hrs
- Level 4 (>10" or more snow) 48 hrs
- Level 5 (sustained winds >30 mph) 48 hrs

Snow Plan

- Level 1 44 snow plow drivers
- Level 2 44 snow plow drivers
- Level 3 58 snow plow drivers
- Level 4 70 snow plow drivers
- Level 5 70 snow plow drivers

NOTE: 23 dedicated drivers from Operations. We rely on paid volunteers from other departments to fill snow plows.

Snow Plan

Additional drivers come from:

- Water
- Engineering
- Development Services
- Fire
- Police
- ITS
- Admin
- HR



Snow Plan

- Common Complaints
 - The city never plows my street
 - The driver did not do a good job/bare pavement
 - The plow covered my driveway/sidewalk/hydrant
 - The city is wasting money pre-treating
 - More expensive neighborhoods get plowed first
 - My street has more houses – make it a secondary route
 - Insert a city here _____ does a better job

LS Roadway Statistics

- Lane Miles 1031
 - Primary 270 miles
 - Secondary 206 miles
 - Residential 555 miles
- Center lane miles 473
- Cul-de-sacs 1050
- Lakewood 33 lane miles and 114 cul-de-sacs

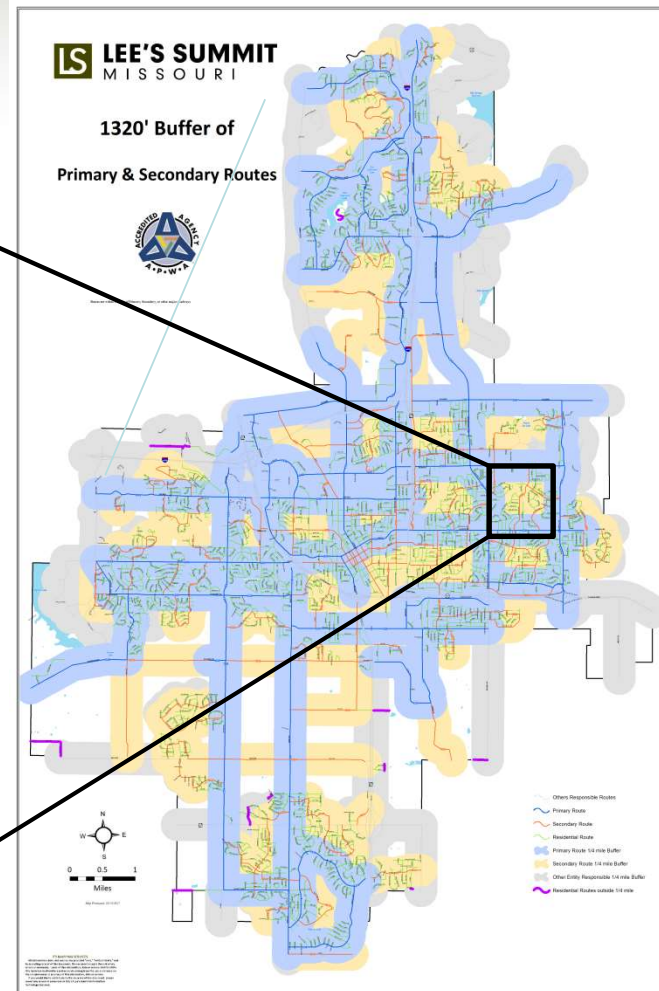
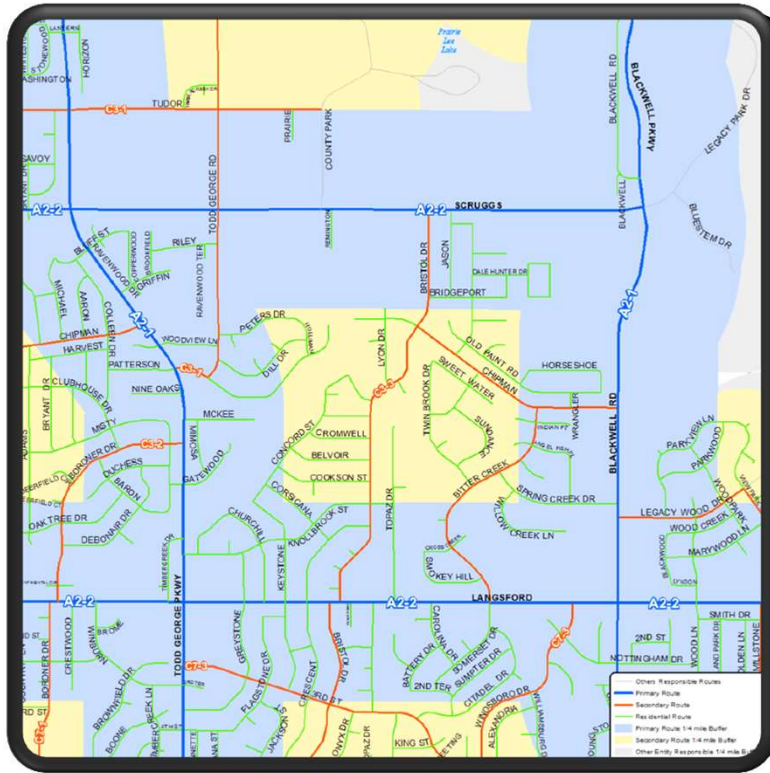
Routing Philosophy

- Primary Routes – Four hours to complete
 - Major roads
- Secondary Routes – Eight hours to complete
 - Feeder roads to and from subdivisions
- Residential Routes – Twenty hours to complete
 - All other roads

Routing Philosophy

- Primary streets are generally completed within four hours after snow stops.
- Secondary streets are generally completed within 12 hours after snow stops.
- It is our goal to have access to most properties within $\frac{1}{4}$ mile of a primary or secondary street within 12 hours.

Routing Philosophy



Routing Philosophy

RT	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
R1	Blue	White	White	Yellow	White	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black
R2	Blue	Grey	Grey	Yellow	Grey	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black
R3	Blue	White	White	White	White	White	Yellow	White	White	White	White	White	White	White	White	White	White
R4	Blue	Grey	Grey	Yellow	Grey	Grey	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black
R5	Blue	White	White	White	White	White	White	White	Yellow	White	White	White	White	White	White	White	White
R6	Blue	Grey	Grey	Grey	Grey	Yellow	Grey	Grey	Grey	Black	Black	Black	Black	Black	Black	Black	Black
R7	Blue	White	White	White	White	White	White	White	Yellow	White	White	White	White	White	White	White	White
R8	Blue	Grey	Grey	Grey	Grey	Yellow	Grey	Grey	Grey	Grey	Grey	Black	Black	Black	Black	Black	Black
R9	Blue	White	White	White	White	White	Yellow	White	White	White	White	White	White	White	White	White	Black

Residential Streets



Residential Streets



Communication

- LSsnow.net
 - Snow Plan
- Training
- Dry Run
- Event Communication
 - Media Notifications
 - LSsnow.net
 - Facebook
 - Twitter



Communication

- The Snow Desk phone number is no longer answered during snow operations
- If someone calls the Snow Desk they will get a message
 - What to do in an emergency situation
 - When to call for a missed street
 - Leave a message for yard or mailbox damage
- Voicemail will be checked for messages that require action from Public Works

Calls to PW Ops

- During snow operations our focus is to get the streets plowed and treated as soon as possible
- Calls to the Snow Desk do not result in a higher level of service
 - It's snowing is PW working?
 - Yes
 - Can you come clear my street now?
 - Drivers do not leave routes
 - When will a plow clear my street?
 - We are running routes and are not able to tell you

Equipment



Wing Plows



Questions

