



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

Tuesday, August 15, 2017

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF ACTION LETTER
 - A. [2017-1417](#) Approval of the July 18, 2017 Action Letter
5. PUBLIC COMMENTS
6. BUSINESS
 - A. [TMP-0601](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE STONEY CREEK ESTATES HOMEOWNERS' ASSOCIATION AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION OF THE CITY'S RIGHTS-OF-WAY ALONG STONEY CREEK DRIVE.
 - B. [TMP-0615](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH URETEK, USA, INC. FOR PROVIDING SOIL STABILIZATION AND PAVEMENT LIFTING SERVICES IN THE AMOUNT OF \$129,600, AND APPROVING AMENDMENT NO. 2 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI WITH FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED IN FY2018 FROM THE CAPITAL IMPROVEMENT SALES TAX AND TRANSPORTATION SALES TAX.

- C. [TMP-0604](#) AN ORDINANCE APPROVING CHANGE ORDER #4 TO THE CONTRACT WITH WIEDENMANN INC., PROJECT NO. 20231683-C, FOR THE WATER MAIN REPLACEMENT FY16, AN INCREASE OF \$249,656.50 AND AN ADDITIONAL 25 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$1,915,176.59 AND 245 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 275 CALENDAR DAYS TO REACH FINAL COMPLETION.
 - D. [TMP-0611](#) AN ORDINANCE APPROVING CHANGE ORDER #9 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION, LLC FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF \$69,387.59 FOR A REVISED CONTRACT PRICE OF \$6,548,497.53.
 - E. [TMP-0612](#) AN ORDINANCE APPROVING CHANGE ORDER #2 - WITH PCI ROADS, LLC FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF \$66,256.80 FOR A REVISED CONTRACT PRICE OF \$514,673.85.
 - F. [TMP-0614](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 3 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OLSSON ASSOCIATES ENGINEERING, INC. FOR THE SERVICES RELATED TO COATING DESIGN AND BIDDING AT WOODS CHAPEL, HOOK, SCHERER, AND RANSON WATER TOWERS IN THE AMOUNT OF \$56,762 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH OLSSON ASSOCIATES ENGINEERING, INC. BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.
 - G. [2017-1423](#) Continued discussion with Kansas City on a cost sharing agreement to operate the North Recycling Center.
 - H. [2017-1405](#) Information regarding planned KCPL Residential Lighting LED installation project.
7. ROUNDTABLE
8. ADJOURNMENT

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

Packet Information

File #: 2017-1417, **Version:** 1

Approval of the July 18, 2017 Action Letter

Issue/Request:

Approval of the July 18, 2017 Action Letter.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move for approval of the Action Letter dated July 18, 2017.



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

Tuesday, July 18, 2017

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

CALL TO ORDER

The July 18, 2017 Public Works Committee meeting was called to order by Chairman Faith, at 5:30 p.m. at City Hall, 220 SE Green Street, in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

ROLL CALL

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

APPROVAL OF AGENDA

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

PUBLIC COMMENTS

Ms. Deb Calhoon expressed the opposition of the Newberry Home Owners Association to the proposed Transfer Station. Her prepared statement included nuisances reportedly experienced by the homeowners, a timeline of their expressed opposition, a history of the City's presentations on the Landfill and items that she believed were missing from the presentation on the agenda for later in the evening.

APPROVAL OF ACTION LETTER

[2017-1320](#) Approval of the June 20, 2017 Action Letter

ACTION: A motion was made by Councilmember Seif, seconded by Vice Chair DeMoro, to approve the June 20, 2017 Action Letter as submitted. The motion carried by a unanimous vote.

BUSINESS

Public Works Committee

Action Letter

July 18, 2017

[BILL NO.](#)
[17-160](#)

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT BETWEEN THE LEE'S SUMMIT R-VII SCHOOL DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI. (PWC 7/18/17)

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

[BILL NO.](#)
[17-161](#)

AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE 150 AT THE INTERSECTION OF ARBORLAKE DRIVE/STONEY CREEK DRIVE, JOB J4S3201, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI. (PWC 7/18/17)

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

[BILL NO.](#)
[17-162](#)

AN ORDINANCE AWARDED RFQ NO. 2017-069 FOR DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES FOR A NEW FIRE STATION NO. 3 TO WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME WITH WILLIAMS SPURGEON KUHL & FRESHNOCK ARCHITECTS, INC. IN AN AMOUNT NOT TO EXCEED \$333,300.00 (RFQ. NO. 2017-069). (PWC 7/18/17)

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

[BILL NO.](#)
[17-163](#)

AN ORDINANCE APPROVING THE AWARD OF BID NO. 43631483 & 43731483 FOR THE WATER MAIN REPLACEMENT - FY17, LOCATED ON 50 HWY FROM BLACKWELL ROAD TO SMART ROAD AND FROM SMART ROAD TO HARRIS ROAD TO MILES EXCAVATING INC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$623,225.18. (PWC 7/18/17)

ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Binney, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote.

Public Works Committee

Action Letter

July 18, 2017

[BILL NO. 17-164](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (curb) FOR THE CURB REPAIR 17/18 PROGRAM TO PHOENIX CONCRETE & UNDERGROUND L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,572,051.54. (PWC 7/18/17)

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

[BILL NO. 17-159](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 FOR THE CRACK SEAL 17/18 PROGRAM TO SCODELLER CONSTRUCTION INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO TO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$197,400.00. (PWC 7/18/17)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote.

[BILL NO. 17-165](#) AN ORDINANCE APPROVING CHANGE ORDER #8 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION, L.L.C. FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF 50 CALENDAR DAYS FOR A TOTAL OF 758 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 788 CALENDAR DAYS TO REACH FINAL COMPLETION. (PWC 7/18/17)

ACTION: A motion was made by Vice Chair DeMoro, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council. The motion carried by a 3-1 vote (Councilmember Binney "no").

[2017-0950](#) Lee's Summit Solid Waste History

Mr. Bob Hartnett, Deputy Director of Public Works Administration & Operations, gave a presentation on the history of solid waste in Lee's Summit. The presentation began with an overview of sanitary landfill basics that included terminology, regulations and a few operating procedures. The rest of the presentation included historical information from the closing of the Pollard Landfill in the late 1970's through the closure and post closure plans for the current Resource Recovery Park, and plans for the construction of a transfer station.

General discussion ensued.

ROUNDTABLE

Councilmember Binney asked for an update on two of the actions taken at the June 20, 2017 Public Works Committee meeting; to prepare a draft

Public Works Committee

Action Letter

July 18, 2017

agreement and to develop a funding plan for the reopening of the North Recycling Center. Staff indicated the agreement should be on the August Public Works Committee agenda.

Chairman Faith announced the next Public Works Committee meeting will be held Tuesday, August 15, 2017 at 5:30 p.m.

ADJOURNMENT

The July 18, 2017 Public Works Committee meeting was adjourned by Chairman Faith at 7:01 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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

Packet Information

File #: TMP-0601, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE STONEY CREEK ESTATES HOMEOWNERS' ASSOCIATION AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION OF THE CITY'S RIGHTS-OF-WAY ALONG STONEY CREEK DRIVE.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE STONEY CREEK ESTATES HOMEOWNERS' ASSOCIATION AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION OF THE CITY'S RIGHTS-OF-WAY ALONG STONEY CREEK DRIVE.

Key Issues:

- Stoney Creek Estates HOA is proposing a speed display sign along Stoney Creek Drive.
- Locating the proposed sign outside of the right-of-way would be less effective.
- Stoney Creek Estates HOA has asked permission to construct the sign within the City's right-of-way.
- The construction and maintenance of this sign is subject to a license agreement.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE STONEY CREEK ESTATES HOMEOWNERS' ASSOCIATION AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION OF THE CITY'S RIGHTS-OF-WAY ALONG STONEY CREEK DRIVE.

Background:

Stoney Creek Subdivision desires to install an electronic speed display sign (solar powered) along Stoney Creek Drive to help address resident concerns regarding vehicle speeds. Stoney Creek Subdivision has procured the aforementioned sign, will perform the installation and ongoing maintenance. The effective use of this sign requires placement into the right-of-way. Such an encroachment into the right-of-way is subject to the City's standard license agreement.

The proposed license agreement provides sufficient area for the location of the sign and its maintenance.

Impact/Analysis:

There is no real impact on normal municipal operations due to the approval of the license agreement. It is consistent with similar agreements currently in place.

Timeline:

Work would occur at the discretion of the licensee and subject to applicable permits (e.g. right-of-way permit) approved by the City.

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Park, City Traffic Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE STONEY CREEK ESTATES HOMEOWNERS' ASSOCIATION AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION OF THE CITY'S RIGHTS-OF-WAY ALONG STONEY CREEK DRIVE.

Committee Recommendation:

BILL NO. 17-

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN STONEY CREEK ESTATES HOMEOWNERS' ASSOCIATION AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION OF THE CITY'S RIGHTS-OF-WAY ALONG STONEY CREEK DRIVE.

WHEREAS, the City presently owns right-of-way described in the attached License Agreement; and,

WHEREAS, the City desires to license to Stoney Creek Estates Homeowners' Association, and the Stoney Creek Estates Homeowners' Association desires to license from the City, the property described in the attached License Agreement for the purpose of installing and maintaining one special speed limit sign.

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

SECTION 1. That the License Agreement between Stoney Creek Estates Homeowners' Association, and the City of Lee's Summit, Missouri, attached hereto and incorporated by reference, is hereby approved and the Mayor is 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 approval.

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

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said City this ____ day of _____, 2017.

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy K. Yendes

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this ____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter called "City"), and Stoney Creek Estates Homeowners' Association (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, City presently owns real property described in paragraph 1 below ("Licensed Premises"); and

WHEREAS, City desires to license to Licensee and Licensee desires to license from City the Licensed Premises for the purpose of constructing and maintaining certain improvements as described below ("Improvements") and to use the Licensed Premises for such construction, maintenance and access to such improvements ("Licensed Uses").

NOW, THEREFORE, City, in consideration of the obligations hereby assumed by Licensee, hereby licenses and authorizes Licensee, its officers, members, contractors, agents, and guests, to enter and go upon the Licensed Premises, at all times during the continuance of this Agreement, and there to use and enjoy the Licensed Premises for the construction and maintenance of the Improvements and for the Licensed Uses, subject to the following:

1. **LICENSED PREMISES.** The Licensed Premises referenced in this Agreement are legally described as:

3831 SW Sandstone Drive. See Exhibit A.

2. **USE OF LICENSED PREMISES.** Licensee, its officers, members, contractors, agents and guests shall have the right to use the Licensed Premises solely for the construction and maintenance of, and access to, the Improvements and for the Licensed Uses. The Improvements on the Licensed Premises shall comply with all ordinances of the City and are subject to approval of the City. Improvements to be allowed, subject to such approval, as Licensed Uses are:

One (1) special speed limit sign. See Exhibit B.

3. **RESTRICTION ON MODIFICATIONS AND IMPROVEMENTS.** Except as specifically allowed by paragraph 2, Licensee, its officers, members, contractors, agents, and guests are prohibited from making any addition, modification or improvement to any part of the Licensed Premises, and are prohibited from placing, affixing or constructing any structure, utility, signage or markings on the Licensed Premises.

4. **MAINTENANCE.** Licensee agrees to maintain, at its sole cost, the Improvements to the Licensed Premises and the Licensed Premises, at all times during the continuation of this Agreement. In the event Licensee fails to maintain the Improvements and Licensed Premises as set forth herein, City reserves the right to revoke this Agreement pursuant to paragraph 8 hereof and remove, at its option and Licensee expense, the Improvements on the Licensed Premises. Said maintenance shall include without limitation:

A. UPKEEP. The upkeep of the Improvements to the Licensed Premises and the Licensed Premises in a sightly and litter-free condition, as facilitated by the City conducting regular inspections of the Licensed Premises for removal of debris.

B. WEEDING, MOWING, ETC. The performance of any other action, including without limitation, the weeding and mowing of the Licensed Premises, which will ensure that the Licensed Premises shall remain in a sightly condition.

5. RESTRICTION AS TO WASTE. Licensee shall not, except so far as may be reasonably necessary for the maintenance of the Improvements on the Licensed Premises and the Licensed Premises as aforesaid, commit or permit any waste thereon, and in particular Licensee shall not without the permission in writing of City cut down or destroy or injure any bushes or trees. Licensee shall be liable for any damage done to the Licensed Premises, except as is permitted by this Agreement, by any persons entering upon the Licensed Premises on behalf of Licensee pursuant to the terms of this Agreement.

6. GENERAL INDEMNITY.

A. GENERAL. Licensee shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of Licensee or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that Licensee need not save harmless the City from claims, demands, losses and expenses (A) to the extent arising out of the sole negligence or misconduct of the City, its employees, agents, or contractors or (B) to the extent the claim, demand, loss, or expense is actually paid by insurance proceeds received by or for the City from its insurance coverages.

B. NO LIMITATIONS OR WAIVER. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for Licensee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by Licensee. The City does not, and shall not, waive any rights against Licensee which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by Licensee, of any of the insurance policies described in this Agreement. Except as provided in subpart A above, this indemnification by Licensee shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

C. NOTIFICATION OF CLAIMS. With respect to any claims which are subject to indemnity hereunder, Licensee shall immediately notify the City of any and all

claims filed against Licensee or Licensee and the City jointly, and shall provide the City with a copy of the same.

D. **CHALLENGES TO CONTRACT.** Licensee shall indemnify, defend and hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, against any and all claims or challenges brought against the City with respect to the validity of the terms and conditions of this Agreement.

E. **USE OF INDEPENDENT CONTRACTORS.** The fact that Licensee carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, Licensee's duty of defense and indemnification under this section.

7. **INSURANCE.**

A. **GENERAL PROVISIONS.** Licensee shall file with the City evidence of liability insurance with an insurance company licensed to do business in Missouri. At all times while this Agreement remains in effect, and in recognition of the indemnification provisions set forth above, Licensee shall, at its own cost and expense, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below to protect Licensee and the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from any liability for bodily injury, death and property damage occasioned by the activities of Licensee, or any person acting on their behalf, under this Agreement, including, but not limited to, Licensee's operations, products, services or use of automobiles or construction equipment. As proof of this compliance, Licensee shall, during the term of this Agreement, keep on file with the Clerk of the City a certificate of insurance with an insurance company licensed to do business in the State of Missouri and/or affidavit of self-insurance which shall show the types and amounts of coverage. Any affidavit of self-insurance shall be signed by Licensee, or an employee or officer of Licensee who has knowledge of Licensee's self-insurance program and is authorized to make representations as to the scope of said program, and shall contain a statement making such representations.

B. **LIMITS AND COVERAGE.**

(1) **Commercial General Liability:**

(a) In an amount of at least the Missouri sovereign immunity monetary liability limit for (i) all claims arising out of a single occurrence and (ii) for any one person in a single accident or occurrence as set forth in Missouri Revised Statutes section 537.610, for bodily injury and property damage, for the current year.

(b) \$2,000,000 products and completed operations aggregate.

(2) **Automobile Liability:** Minimum \$2,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.

*City does not need to be named as an additional insured for automobile liability.

- (3) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption.
- (4) Employer's Liability: Minimum \$2,000.00 each occurrence.
- (5) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of at least the current Missouri sovereign immunity monetary liability limit for (i) all claims arising out of a single occurrence and (ii) for any one person in a single accident or occurrence as set forth in Missouri Revised Statutes section 537.610 for each occurrence and aggregate, for the current year; at least as broad as the underlying general liability, automobile liability and employer's liability.
- (6) The following endorsements shall attach to the policy:
 - (a) The policy shall cover personal injury as well as bodily injury.
 - (b) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - (c) Broad form property damage liability shall be afforded.
 - (d) The City shall be listed as an additional insured.
 - (e) Standard form of cross-liability shall be afforded.
 - (f) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

C. USE OF CONTRACTORS AND SUBCONTRACTORS. Licensee shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under paragraph 7(B) of this License Agreement. Said insurance shall be maintained in full force and effect until the completion of the work performed, and approval thereof by the City.

D. WORKERS' COMPENSATION. Licensee shall ensure that all contractors or subcontractors performing work for Licensee obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, Licensee shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the City from any and all claims of such employees arising out of occurrences during work performed hereunder. Licensee hereby indemnifies the City for any damage resulting to it from failure of either Licensee or any contractor or subcontractor to obtain and maintain such insurance. Licensee further waives its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Agreement. Licensee shall provide the City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

8. **REVOCAION.** Notwithstanding any provision of this Agreement to the contrary, City may cancel this Agreement and revoke the license hereby granted as to all or any part of the Licensed Premises at any time upon sixty (60) days advance notice in writing, provided, however, no advance notice is required if Licensee shall break any of the conditions or obligations herein contained. Licensee may cancel this Agreement at any time upon sixty (60) days advance notice in writing. No such termination by Licensee shall negate any rights or obligations of the parties accrued through the date of such termination. In the event Licensee elects to terminate this Agreement, the City reserves the right to remove, at the City's option, and at the expense of Licensee, all Improvements on the Licensed Premises.

9. **CONSTRUCTION OF AGREEMENT.**

A. **SIMPLE LICENSE.** The license created by this Agreement shall be construed as a simple license (sometimes referred to as a "bare," "mere" or "naked" license) revocable at the will of the City, subject only to any advance written notice of revocation required by paragraph 8.

B. **HEADINGS.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

C. **NON-WAIVER.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

D. **JOINTLY DRAFTED.** This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.

E. **APPLICABLE LAW.** This instrument shall be construed in accordance with the laws of the State of Missouri.

10. **UNASSIGNABLE.** The license created by this Agreement is solely for Licensee, its officers, members, servants, agents and guests and no others. Neither the license nor this Agreement, in whole or part, is assignable, except that at the request of Licensee, the City will consider assigning this Agreement to a home or property owner association.

11. **NON-SEVERABLE.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed invalid and unenforceable, provided, however, that the terms and provisions of paragraph 8 shall not be affected thereby and each term and provision of said paragraph 10 shall be valid and enforced to the fullest extent permitted by law.

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

City Manager
City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063

and notices to Licensee shall be addressed to:

Stoney Creek Estates Homeowners' Association
10660 Barkley St
Suite 200
Overland Park, KS 66212

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 item shall be considered received the third day after the date of mailing.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations of statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Lee's Summit, Missouri.

CITY OF LEE'S SUMMIT, MISSOURI

Mayor

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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

ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF JACKSON

On this ____ day of _____, 201____, before me, A Notary Public in and for said County and State, personally appeared:

Randall L. Rhoads, Mayor

To me personally known, who being by me duly sworn, did say that she is the Mayor, and said Denise R. Chisum is the City Clerk of the CITY OF LEE'S SUMMIT, a Municipal Corporation that executed the foregoing instrument and that said instrument was signed, sealed and delivered in the name and on behalf of said municipal corporation by authority of its City Council, and said Mayor acknowledges said deed to be the free act and deed of said municipal corporation.

Notary Public Signature

Printed or Typed Name

My Commission Expires:

[licensee name]

By: _____
Printed: _____
Title: _____

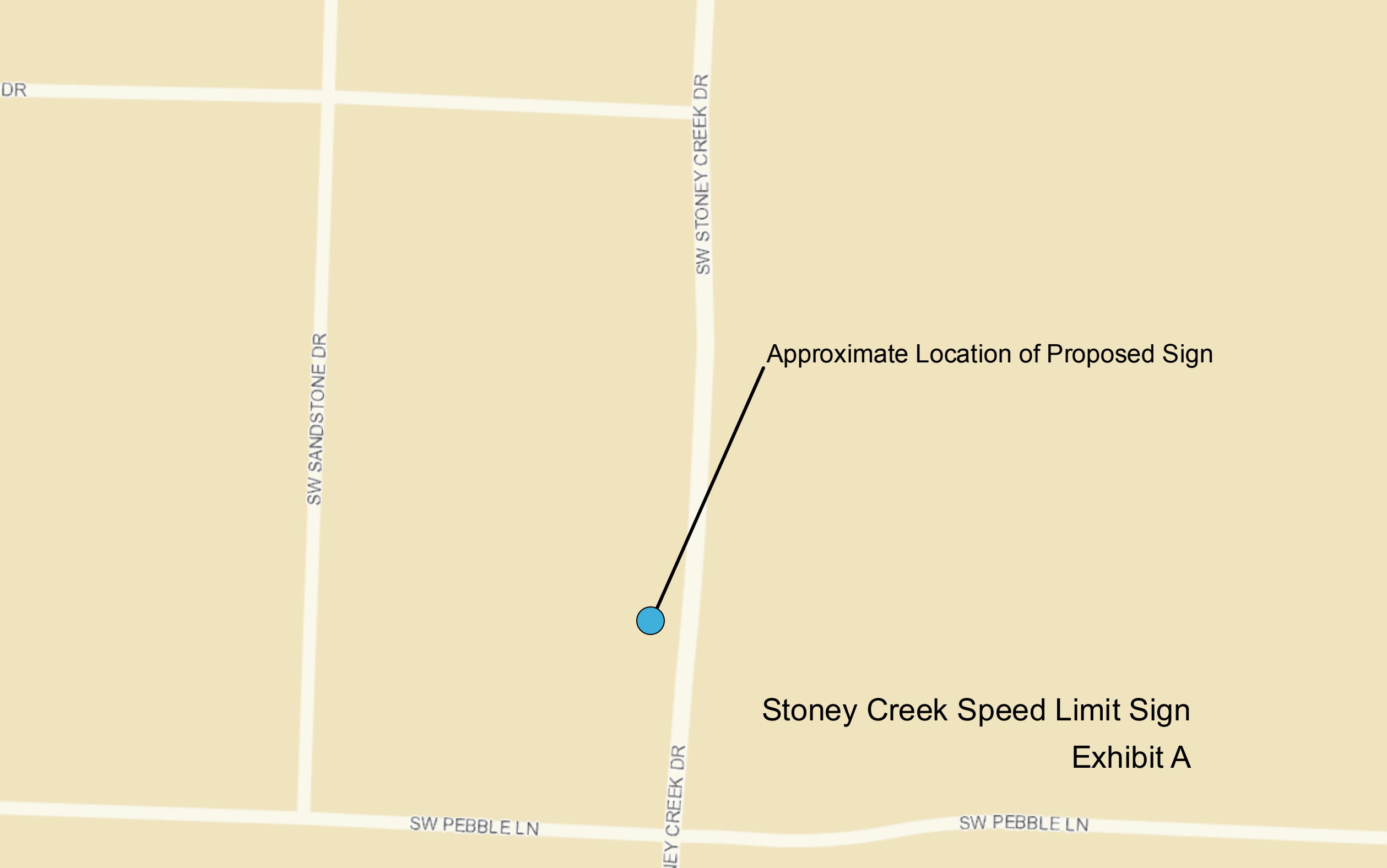
STATE OF MISSOURI
COUNTY OF JACKSON

On this ____ day of _____, 201____, before me appeared _____ (name), to me personally known, who, being by me duly sworn did say that he or she is the _____ (position) of _____ (name of corporation), and that said instrument was signed on behalf of said [LLC, corporation, Association type of entity] by authority of its board of directors or other authorizing officers, and said _____ (name) acknowledged said instrument to be the free act and deed of said [limited liability company, partnership, association, corporation]

Notary Public Signature

Printed or Typed Name

My Commission Expires:



DR

SW SANDSTONE DR

SW STONEY CREEK DR

SW STONEY CREEK DR

SW PEBBLE LN

SW PEBBLE LN

Approximate Location of Proposed Sign

Stoney Creek Speed Limit Sign
Exhibit A



radarsign™ SAFETY IN A BOX Easy as 1-2-3

MAKING ROADS SAFER

Radarsign's Safety in a Box™ is easy to order, requires no configuration and is a complete package for the end user. This all inclusive sign package has everything needed for installation except the shovel and the concrete. All that is required is digging a hole, pouring the concrete, and installing the sign. It's that easy.



Safety in a Box™ Package includes:

- TC-500S radar speed sign w/ 12" LED display
- 24"w x 21"h YOUR SPEED full size faceplate
- 40 watt solar panel with mounting bracket
- All hardware needed to mount the radar sign and solar panel on a pole
- Regulatory speed limit sign (choose from 10, 15, 20, 25, 30 or 35 MPH)
- Sign extender bracket for the regulatory speed limit sign
- Concrete form for the pole base and anchor bolts
- 11' aluminum pole with breakaway base and pole cap (optional black decorative pole is available)
- Armored Bashplate™ which provides the most effective vandal protection on the market today
- Bluetooth wireless operation from your laptop PC
- StreetSmart Data Collection software: Provides traffic data proving the effectiveness of the radar sign
- 2 year warranty on parts and labor, including batteries



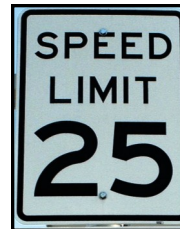
Installed Safety in a Box



Installed concrete form with anchor bolts



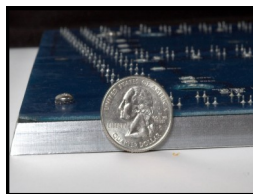
Breakaway pole base



Regulatory speed limit sign



Installed regulatory speed limit sign using extender bracket set



3/8" Bashplate™ protects LEDs & internal components



Sealed, powder-coated aluminum housing is vandal-resistant



40 watt solar panel

Packet Information

File #: TMP-0615, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH URETEK, USA, INC. FOR PROVIDING SOIL STABILIZATION AND PAVEMENT LIFTING SERVICES IN THE AMOUNT OF \$129,600, AND APPROVING AMENDMENT NO. 2 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI WITH FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED IN FY2018 FROM THE CAPITAL IMPROVEMENT SALES TAX AND TRANSPORTATION SALES TAX.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH URETEK, USA, INC. FOR PROVIDING SOIL STABILIZATION AND PAVEMENT LIFTING SERVICES IN THE AMOUNT OF \$129,600, AND APPROVING AMENDMENT NO. 2 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI WITH FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED IN FY2018 FROM THE CAPITAL IMPROVEMENT SALES TAX AND TRANSPORTATION SALES TAX.

Key Issues:

Soil settlement at three locations has caused significant dips in the pavement requiring the underlying soils to be stabilized and the pavement raised. These three locations are as follows:

- Bailey Road east of M291
- Strother Road east of I470
- Alleyway behind City Hall
- Budget amendments are required to both the Capital Improvement Sales Tax and Transportation Sales Tax to fund this project.

Proposed Committee Motion:

I move to recommend to City Council approval of an ordinance authorizing the execution of a sole source agreement with URETEK, USA, Inc. for providing soil stabilization and pavement lifting services in the amount of \$129,600, and approving amendment no. 2 to the budget for the fiscal year ending June 30, 2018, as adopted by ordinance no. 8162, by revising the authorized budget expenditures of the City of Lee's Summit, Missouri with funds to be budgeted for and payment to be issued in FY2018 from the Capital Improvement Sales Tax and Transportation Sales Tax.

Background:

URETEK is a patented system of deep injection used to stabilize subgrade materials and to raise pavement that has settled. Other systems are available to raise settled pavement, however, these systems simply place material to fill the void between settled soil and the pavement. These other systems do not address the cause of the failure, which is unstable material beneath the pavement. The patented deep injection system utilized by URETEK compresses the soils beneath the pavement

to stabilize the soil. The stabilized soil is then used to raise the pavement in lieu of the URETEK material itself. This process results in raising the pavement to the desired grade, and more importantly, results in stabilized soil beneath the pavement preventing future settlement. Another option to this process is to remove the pavement and the unstable material and reconstruct in place. This option causes significant impacts to traffic and is significantly more expensive. The URETEK process is being requested because it is the only process that can be utilized to address the unstable soil beneath the pavement short of removal and replacement.

Because the pavement settlements on both Bailey Road and Strother Road are associated with previously closed capital projects, funds from the Capital Improvement Sales Tax will be utilized for those locations. Because the Transportation Sales Tax is used to fund the pavement maintenance programs, those funds will be utilized for the alleyway repair.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Anderson, Construction manager

Recommendation: Staff recommends approval of an ordinance authorizing the execution of a sole source agreement with URETEK, USA, Inc. For providing soil stabilization and pavement lifting services in the amount of \$129,600, and approving amendment no. 2 to the budget for the fiscal year ending June 30, 2018, as adopted by ordinance no. 8162, by revising the authorized budget expenditures of the City of Lee's Summit, Missouri with funds to be budgeted for and payment to be issued in FY2018 from the Capital Improvement Sales Tax and Transportation Sales Tax.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-xxx

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH URETEK, USA, INC. FOR PROVIDING SOIL STABILIZATION AND PAVEMENT LIFTING SERVICES IN THE AMOUNT OF \$129,600, AND APPROVING AMENDMENT NO. 2 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI WITH FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED IN FY2018 FROM THE CAPITAL IMPROVEMENT SALES TAX AND TRANSPORTATION SALES TAX.

WHEREAS, URETEK USA will use the patented URETEK Deep Injection (UDI) process and URETEK 486 STAR polymer to stabilize the soils under the roadway; and,

WHEREAS, URETEK USA will continue with injections to raise the pavement to original grade, when required; and,

WHEREAS, Ordinance No. 8162, passed by the City Council on June 1, 2017, adopted the City's Budget for the Fiscal Year ending June 30, 2018; and,

WHEREAS, the City has identified the need for additional funding for the purpose of funding a project with URETEK, USA, Inc.

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 and authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, Missouri, of a sole source agreement with URETEK, USA, Inc. which is attached hereto and incorporated by reference as if fully set forth herein, providing soil stabilization and pavement lifting services in the amount of \$129,600.

SECTION 2. That the Budget for the Fiscal Year ending June 30, 2018, as adopted by Ordinance No. 8162, is hereby amended by increasing the appropriations to and expenditures of the below identified funds for the fiscal and budget year of 2017-2018, in the manner shown below.

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F322 Capital Improvement Sale Tax	Public Works	\$118,125	\$7,593,225
F324 Transportation Sales Tax	Public Works	\$11,475	\$901,475

BILL NO. 17-xxx

SECTION 3. All other provisions of Ordinance No. 8162 shall remain in full force and effect.

SECTION 4. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this ____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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

This AGREEMENT made and entered into this ____ day of ____ 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and URETEK, USA, Inc., a company in the State of Texas, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; and

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

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II.
3. Compensation. Compensation shall be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope shall be in accordance with the fee schedule in PART II. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount.
4. Term. The term of the agreement shall include the three locations described in the Scope of Services.
5. Invoicing and Payments. The City will issue a Purchase Order for the services. Service Provider will submit an invoice against the Purchase Order.
6. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Dena Mezger, Director of Public Works

URETEK, USA, Inc.

Stephen A. Arbo, City Manager

Date

Company Authorized Signature

Title

Date

APPROVED AS TO FORM:

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

Part I - SCOPE OF SERVICES

URETEK USA will use the patented URETEK Deep Injection (UDI) process and URETEK 486 STAR polymer to stabilize the soils under the roadway. Injections will continue after stabilization if lift is required.

URETEK USA will perform the following operations:

1. Profile all lanes of the roadway.
2. Execute Dynamic Cone Penetrometer (DCP) tests for each work area to assess pre-injection soil conditions to confirm the injection plan.
3. Drill injection holes on 4' centers; install injection tubes between -3' and -5'. Inject the highly expansive, high strength, lightweight, water-resistant URETEK 486 STAR polymer through the tubes and into the soils beneath the base to fill the voids & stabilize the soils. Injection will continue until 1mm of movement is detected at the surface of the roadway confirming adequate soil stabilization. Injections will continue if lift is necessary. Since this polymer is water-resistant, it can be injected into wet soil conditions without compromising the integrity of the polymer.
4. Drill out the top 2" of grout injection holes and fill with a non-shrink cementitious grout.
5. Perform final profile of all lanes of the roadway for warranty purposes.

Location of Services:

1. Bailey Road, east of M291.
2. Strother Road, east of I470.
3. City Hall Alleyway.

Items not included in the scope of services:

1. Joint/crack sealing
2. Traffic control

Warranty:

URETEK USA will provide a two-year unconditional warranty against settlement of more than ¼" of the injected areas. The only exception to the warranty is if the DCP tests reveal problems deeper than the approved injection plan by the client and the client chooses not to address those problems at this time. In the unlikely event that movement of more than ¼" in the injected areas occurs, URETEK USA will return to inject the affected area to lift to proper grade at no charge to the owner.

Part II - Fees

PROPOSED COST:

URETEK USA is pleased to quote on repairs to the affected soils.

Estimated 19,200 pounds of polymer @ \$6.75 per pound \$ 129,600.00

Estimate is based on the following:

- Baily Road – 11,700 pounds
- Strother and I470 – 5,800 pounds
- City Hall Alleyway – 1,700 pounds

Mobilization \$ WAIVED

Total \$ 129,600.00

The City will only be invoiced for actual material used.

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

Their Responses:

Other Contacts

Name:	_____	_____
Address:	_____	_____
Phone #:	_____	_____
Name:	_____	_____
Address:	_____	_____
Phone #:	_____	_____

Was the manufacturer contacted for other distributors? Yes No

Please explain:

URETEK is a installed by licensed distributors who operate within areas designated by URETEK USA, Inc.

I concur with the above explanations and approve this request:

Dena E. Meegan

 Department Director

8/2/17

 Date

B. Calver

 Procurement and Contract Services Manager

8/2/17

 Date

APPROVALS REQUIRED:

APPROVALS REQUIRED FOR ALL CITY DEPARTMENTS (EXCLUDING PARKS & RECREATION):

- \$ 1,000 - \$ 9,999 Department Director, Procurement and Contract Services Manager Approval
- \$ 10,000 - \$ 19,999 Department Director, Procurement and Contract Services Manager Approval City Manager Approval
- \$ 20,000 & Above Department Director, Procurement and Contract Services Manager Approval, City Manager & City Council Approval

APPROVALS REQUIRED FOR PARKS & RECREATION ONLY:

- \$ 1,000 - \$ 9,999 Parks Administrator & Procurement and Contract Services Manager Approval
- \$ 10,000 - \$ 19,999 Parks Administrator, Procurement and Contract Services Manager Approval
- \$ 20,000 & Above Parks Administrator, Procurement and Contract Services Manager Approval & Park Board Approval

Packet Information

File #: TMP-0604, **Version:** 1

AN ORDINANCE APPROVING CHANGE ORDER #4 TO THE CONTRACT WITH WIEDENMANN INC., PROJECT NO. 20231683-C, FOR THE WATER MAIN REPLACEMENT FY16, AN INCREASE OF \$249,656.50 AND AN ADDITIONAL 25 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$1,915,176.59 AND 245 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 275 CALENDAR DAYS TO REACH FINAL COMPLETION.

Key Issues:

- The City of Lee's Summit, Missouri has previously entered into a contract with Wiedenmann Inc. for the Water Main Replacement FY16 Project.
- An additional change order to the contract with Wiedenmann Inc. is necessary to replace the existing water mains in the Cly-Mar Gardens subdivision to minimize future water service disruption to customers, five main breaks have occurred since May, 2017.
- Change Order No. 4 authorizes an additional 1,900 feet of water main replacement along NE Pollard Street, NE Balboa Street and NE Cambridge Drive.
- City Council approval is required because this is a change of scope.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING CHANGE ORDER #4 TO THE CONTRACT WITH WIEDENMANN INC., PROJECT NO. 20231683-C, FOR THE WATER MAIN REPLACEMENT FY16, AN INCREASE OF \$249,656.50 AND AN ADDITIONAL 25 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$1,915,176.59 AND 245 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 275 CALENDAR DAYS TO REACH FINAL COMPLETION.

Background:

The FY 16 water main replacement project includes the following areas: SE 6th Street between SE Green Street and SE Independence Avenue, SE Green Street and SE 8th Street south of SE 7th Street to SE Browning Avenue, SE 7th Terrace east of SE Green Street, SE 5th Street between SW Warns Street and SW Jefferson Street, NE Noeleen Lane between NE Columbus Street and NE Oak Tree Drive, NE Edgewater Drive west of NE Shoreview Drive, NE Shoreview Drive north of NE Bayview Drive, NE Bayview Drive west of NE Shoreview Drive, NE Brockton Drive between NE Newbury Court and NE Dick Howser Drive, NE Hampstead Drive between NE Dick Howser Drive and NE Brockton Drive, NE Pembroke Lane north of NE Dick Howser Drive, NE Beach Road south of NE Woods Chapel Road. Alternate No. 1 includes replacing the water main along NE Grant Street between NE Chapel Drive and NE Stanton Street and NE Grant Court southwest of NE Grant Street. Alternate No. 2 includes replacing the water main along NE Warrington Court east of NE Dick Howser Drive. Alternate No. 3 includes replacing the water main along NE Woods Chapel Road south of Liggett Road.

Eleven water main breaks occurred from 2005 to 2014 in the Cly-Mar Gardens Subdivision located along NE Pollard Street, NE Balboa Street and NE Cambridge Drive. No water main breaks occurred during 2015 and 2016. Five water

main breaks occurred in this area during May and June of 2017. These water mains need to be replaced to minimize future water service disruption to customers.

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

Staff recommends approval of AN ORDINANCE APPROVING CHANGE ORDER #4 TO THE CONTRACT WITH WIEDENMANN INC., PROJECT NO. 20231683-C, FOR THE WATER MAIN REPLACEMENT FY16, AN INCREASE OF \$249,656.50 AND AN ADDITIONAL 25 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$1,915,176.59 AND 245 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 275 CALENDAR DAYS TO REACH FINAL COMPLETION.

Committee Recommendation:

BILL NO.

AN ORDINANCE APPROVING CHANGE ORDER #4 TO THE CONTRACT WITH WIEDENMANN INC., PROJECT NO. 20231683-C, FOR THE WATER MAIN REPLACEMENT FY16, AN INCREASE OF \$249,656.50 AND AN ADDITIONAL 25 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$1,915,176.59 AND 245 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 275 CALENDAR DAYS TO REACH FINAL COMPLETION..

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Wiedenmann Inc. for the Water Main Replacement FY16 Project (the "Project"); and,

WHEREAS, Five water main breaks have occurred in this area during May and June of 2017; and,

WHEREAS, An additional change order to the contract with Wiedenmann Inc. is necessary to replace the existing water mains along NE Pollard Street, NE Balboa Street and NE Cambridge Drive to minimize future water service disruption to customers; and,

WHEREAS, Change Order No. 4 authorizes an additional 1,900 feet of water main replacement; and,

WHEREAS, City Council approval is required because this is a change of scope.

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

SECTION 1. That Change Order No. 4 to the contract between the City of Lee's Summit, Missouri and Wiedenmann Inc. Project No. 20231683-C, for the Water Main Replacement FY16 for the inclusion of replacement of additional water mains for an increase of \$249,656.50 and an additional 25 calendar days for a revised contract price of \$1,915,176.59 and 245 calendar days to reach substantial completion and 275 calendar days to reach final completion be and is hereby approved.

SECTION 2. That the City Manager is authorized to execute any documents or agreements necessary to carry out the intent of this Ordinance.

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

BILL NO.

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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



City of Lee's Summit

Change Order Details

Water Main Replacement - FY16

Description: Installation of 14,600 feet of water main, hydrants, valves, fittings, service lines, service connections, connections to existing water mains, surface restoration.
 Project Number 20231683-C
 Fund 316
 Purchase Order #117211

Change Order: 4 **Date Created:** 08/04/2017
Status: Pending Approval **Date Approved:**
Type: City Council Approval
Summary: Change of scope to add additional area of NE Pollard St, NE Balboa St, and NE Cambridge Dr.

Change Order Description: This change order is to change the scope of work for the FY 16 Water Main Project to add an area in the Cly-Mar Gardens Subdivision.

Due to numerous water main breaks in this area this year the Water Utilities Department has requested to add this area to this year's contract to facilitate quicker replacement of the water mains and minimize future water service disruption to customers.

Change Order No. 4 authorizes an additional 1,900 feet of water main replacement along NE Pollard Street, NE Balboa Street and NE Cambridge Drive.

All quantities shown below are for the proposed additional work.

Awarded Project Amount: \$1,578,840.00
Authorized Project Amount: \$1,665,520.09
Change Order Amount: \$249,656.50
Revised Project Amount: \$1,915,176.59

New Items

Line Number	Item	Unit	Pending Quantity	Unit Price	Dollar Amount
Section: Section 5 - NE Pollard St, NE Balboa St, and NE Cambridge Dr.					
82C	83C-5	LS	1.00	\$13,000.000	\$13,000.00
	MOBILIZATION				
83C	84C-5	LS	1.00	\$4,000.000	\$4,000.00
	DEMOLITION AND REMOVAL				
84C	85C-5	LF	188.00	\$37.000	\$6,956.00
	WATER LINE PIPE - 2" HDPE				

Line Number	Item	Unit	Pending Quantity	Unit Price	Dollar Amount
85C	86C-5 WATER LINE PIPE - 6" PVC	LF	1,057.00	\$67.000	\$70,819.00
86C	87C-5 WATER LINE PIPE - 6" PVC INSTALLED BY HDD	LF	655.00	\$87.000	\$56,985.00
87C	88C-5 WATER SERVICE LINE - 3/4" AND 1" COPPER	LF	84.00	\$32.000	\$2,688.00
88C	89C-5 WATER SERVICE RE-CONNECTIONS (ALL SIZES)	EA	35.00	\$520.000	\$18,200.00
89C	90C-5 WATER METER WELL	EA	4.00	\$586.000	\$2,344.00
90C	91C-5 WATER METER WELL REPAIR	EA	11.00	\$384.000	\$4,224.00
91C	92C-5 WATER LINE VALVE - 6" GATE	EA	4.00	\$1,290.000	\$5,160.00
92C	93C-5 LOWER WATER METER	EA	1.00	\$293.000	\$293.00
93C	94C-5 FIRE HYDRANT ASSEMBLY (WITH NEW HYDRANT)	EA	5.00	\$3,750.000	\$18,750.00
94C	95C-5 BLOWOFF ASSEMBLY	EA	1.00	\$1,250.000	\$1,250.00
95C	96C-5 PAVEMENT REPAIR	SY	30.00	\$120.000	\$3,600.00
96C	97C-5 DRIVEWAYS - CONCRETE RESIDENTIAL	SY	132.00	\$94.000	\$12,408.00
97C	98C-5 CURB AND GUTTER (ALL TYPES)	LF	60.00	\$59.000	\$3,540.00
98C	99C-5 SIDEWALK - CONCRETE	SY	75.00	\$68.000	\$5,100.00
99C	100C-5 ADA RAMPS - TYPE A	EA	3.00	\$1,250.000	\$3,750.00
100C	101C-5 ADA RAMPS - TYPE B	EA	1.00	\$1,500.000	\$1,500.00
101C	102C-5 ADA RAMPS - TYPE M	EA	1.00	\$3,000.000	\$3,000.00
102C	103C-5 SOD	SY	987.00	\$8.500	\$8,389.50
103C	104C-5 EROSION CONTROL	LS	1.00	\$1,300.000	\$1,300.00
104C	105C-5 TRAFFIC CONTROL	LS	1.00	\$2,400.000	\$2,400.00
(23 Items)				Total:	+\$249,656.50

Time Limits


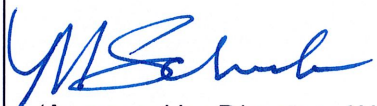
Type	Original Deadline	Authorized Deadline	Pending Extension	Pending Deadline
Calendar Days Substantial Completion Reason: Addition of Cly-Mar Gardens water mains.	210 Days	220 Days	25 Days	245 Days
Calendar Days Final Completion Reason: Addition of Cly-Mar Gardens water mains.	240 Days	250 Days	25 Days	275 Days

(2 Time Limits)

Doc Express Document Signing History

Contract: FY '16 Water Main Replacement Document: FY16 Water Main Replacement Change Order No. 4

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

Date	Signed By
08/07/2017	Daniel Forbes Wiedenmann Inc Electronic Signature (Approved by Contractor)
08/07/2017	Michael Anderson Lee's Summit Electronic Signature (Approved by Construction Manager)
8/7/17	 (Approved by Assistant Director of Engineering Services (WU))
8/7/17	 (Approved by Director of WU)
	(Approved as to Form, Office of the City Attorney)
	(Approved by City Manager)

Packet Information

File #: TMP-0611, **Version:** 1

AN ORDINANCE APPROVING CHANGE ORDER #9 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION, LLC FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF \$69,387.59 FOR A REVISED CONTRACT PRICE OF \$6,548,497.53.

Issue/Request:

AN ORDINANCE APPROVING CHANGE ORDER #9 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION, LLC FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF \$69,387.59 FOR A REVISED CONTRACT PRICE OF \$6,548,497.53.

Key Issues:

- Multiple unknown utility conflicts.
- Several unknown drainage systems needing to be connected to the newly constructed enclosed drainage system.
- Redesign of drainage system to avoid AT&T duct bank.
- Change Order #9 also provides for multiple contract adjustments necessary to match existing field conditions.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order #9 to the contract with Midwest Heavy Construction, L.L.C. for the Jefferson Street improvements project, an increase of \$69,387.59 for a revised contract price of \$6,548,497.53.

Background:

During construction several utilities were discovered in the field, which were in conflict with the project. While Change Order #8 addressed the time delays associated with these conflicts, Change Order 9 addresses the compensable portion of these delays.

During construction, many parking lot drainage systems were discovered, which were draining directly into the open ditch along Jefferson Street. Because this project enclosed all drainage, connections to the newly constructed system had to be accommodated.

One section of stormwater pipe was found to be in direct conflict with an existing AT&T duct bank. In lieu of further delaying the project, the Engineer was contacted to see if there was another way to convey the stormwater without disturbing the duct bank. The Engineer redesigned this portion of the drainage system, which included one additional street crossing. The decision was made to keep the project moving ahead and implement the proposed solution.

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

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Anderson, Construction Manager

Recommendation: Staff recommends approving change order #9 to the contract with Midwest Heavy Construction, LLC for the Jefferson Street improvements project, an increase of \$69,387.59 for a revised contract price of \$6,548,497.53.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-

AN ORDINANCE APPROVING CHANGE ORDER #9 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION, L.L.C. FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF \$69,387.59 FOR A REVISED CONTRACT PRICE OF \$6,548,497.53.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Midwest Heavy Construction L.L.C., for the Jefferson Street Improvements Project, being undertaken by the City's Public Works Department; and,

WHEREAS, a ninth change order to the contract with Midwest Heavy Construction L.L.C. is necessary; and,

WHEREAS, this Change Order No. 9 authorizes additional compensation as a result of excessive utility delays; and

WHEREAS, this Change Order No. 9 authorizes additional work to tie in parking lot drainage systems; and

WHEREAS, this Change Order No. 9 authorizes additional work to install a redesigned storm water drainage pipe; and

WHEREAS, this Change Order No. 9 authorizes several routine quantity adjustments; and

WHEREAS, Council approval is required because the cumulative value of Change Orders 1 through 8 exceed 5% of the awarded base contract amount.

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 change order 9 to the contract with Midwest Heavy Construction L.L.C. for the Jefferson Street Improvements Project, bid no. 11003-C, which is attached hereto and incorporated by reference as if fully set forth herein, for an increase \$69,387.59 for a revised contract price of \$6,548,497.53.

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

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

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

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

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

BILL NO. 17-

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

Change Order

No. 9

Date of Issuance: July 21, 2017 Effective Date: July 21, 2017

Project: Jefferson Street Improvements	Owner: City of Lee's Summit, MO	Owner's Contract No.: 11003-C
Contract: Jefferson Street Improvements		Date of Contract: July 6, 2015
Contractor: MidWest Heavy Construction		Engineer's Project No.:
17001 291 Hwy, Pleasant Hill, MO 64080		

The Contract Documents are modified as follows upon execution of this Change Order:

Description: **Refer to Reasons for Change and Change Spreadsheet (Attached).**

Attachments: (List documents supporting change):

Reasons for Change

Change Spreadsheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 6,008,491.59	Original Contract Times: <input type="checkbox"/> Working days x Calendar days Substantial completion (days or date): <u>500 days = (Nov. 17th, 2016)</u> Ready for final payment (days or date): <u>530 days = (Dec. 17th, 2016)</u>
Increase from previously approved Change Orders No. 1 to No. 8 \$ 470,618.36	Increase from previously approved Change Orders No. 1 to No. 8 : 208 days Substantial completion (days): <u>258</u> Ready for final payment (days): <u>288</u>
Contract Price prior to this Change Order: \$ 6,479,109.95	Contract Times prior to this Change Order: Substantial completion (days or date): <u>758</u> Ready for final payment (days or date): <u>788</u>
Increase of this Change Order: \$ 69,387.59	Increase of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ 6,548,497.53	Contract Times with all approved Change Orders: 758 days/788 days Substantial completion (days or date): <u>August 3rd, 2017</u> Ready for final payment (days or date): <u>September 2nd, 2017</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

Jefferson St. Improvements & Decker Street extension
BID No. 11003-C

Change Order No. 9
\$69,387.59

Reason for Change:

<u>Add Item 237C –</u>	Street Plate from Midwest Heavy - MWH has covered holes cored into new pavement by Ervin Cable for Google Google subcontractor potholing in concrete pavement was left as a hazard to traffic.	\$3,060.00
<u>Add Item 238C –</u>	Google Utility Delay associated costs - (reference C.O. #8 for days) MWH performed extensive utility locates, beyond normal potholing due to the Google fiber conflicts along a complex corridor. The delay by Google, of relocating fiber, caused the planned tasks of critical path items, utilizing large efficient machinery to be interrupted. This interruption required more out of sequenced, area by area work and the mobilization of smaller equipment - requiring more time to complete items, until Google became a non inference issue. - C.O.#8 addressing time suspension and extension was issued first to avoid the L.D. being issued and then	\$6,580.00
<u>Add Item 239C –</u>	Additional Bonding Cost Utility delays have resulted in multiple time extensions requiring bond extension.	\$3,625.00
<u>Add Item 240C –</u>	Piping and Drain connections - Storage Unit property Existing Parking lot inlets were ejecting storm water into the existing ditch line. The new design was not addressing these "existing conditions" items that were further "off-site" out of the construction corridor. Drainage pipe was extended and connected to the New Storm System.	\$730.00
<u>Add Item 241C –</u>	Piping and Drain connections - Power Source property Existing Parking lot inlets were ejecting storm water into the existing ditch line. The new design was not addressing these "existing conditions" items that were further "off-site" out of the construction corridor. Drainage pipe was extended and connected to the New Storm System.	\$1,645.00
<u>Add Item 242C –</u>	Piping and Drain connections - Paint Business property Existing Parking lot inlets were ejecting storm water into the existing ditch line. The new design was not addressing these "existing conditions" items that were further "off-site" out of the construction corridor. Drainage pipe was extended and connected to the New Storm System.	\$2,572.00
<u>Add Item 243C –</u>	Integral wall modification/handrail fabrication for Street light Pole Planned design reduce full width of multi-use path and restricted ADA compliance. Concrete wall modification was made to incorporate streetlight base in to wall system.	\$4,136.00
<u>Add Item 244C –</u>	Persels Storm crossing reroute 3-2 into 3-1 inlet, AT&T ductbank has obstructed the construction of storm line MH5 to 3-2, a revised design was provided. As a result additional Traffic Control, Flagmen, lighting for Night work, Util. Locating/ potholing, street cut and patching were needed. In conjunction this revision required additional excavation to push AT&T fiber back to allow installation of Storm inlet structure. An MGE gas main was discovered and was terminated, but did delay the work for 2 additional days. The old gas main had to be removed by Midwest Heavy to expedite the work.	\$10,567.00
<u>Increase Bid Item 27 –</u>	Additional Integral concrete wall with multi-use path 73+60 to 75+20 field observations concluded the grading and slope construction adjacent to the concrete multi-use path would be severely steep, so a small integral wall is requested for adjacent property.	\$33,297.34
<u>Increase Bid Item 75 –</u>	Chain link fence removal and relocation between 43+12.7 and 44+82.28 This section of fencing was not listed in the original/planned Quantities.	\$3,175.25
<u>No Cost Change Order Items - Replacing Asphalt Paving for Concrete Pavement</u>		
Decrease Bid Item 12 -	Pavement, 2"APWA Type 3-01 Asphaltic Concrete Surface	- 1457 S.Y.
Decrease Bid Item 13 -	Pavement, 7.5"APWA Type 1-01 Asphaltic Concrete Surface	- 1457 S.Y.
Increase Bid Item 10 -	Pavement, 8" KCM MB 4K Concrete	+ 1457 S.Y.

CONTRACTOR'S NAME AND ADDRESS:
MidWest Heavy Construxtion
17001 291 Hwy
Pleasant Hill, MO 64080
(816) 623-9680

CHANGE ORDER SPREADSHEET - CO # 9

Jefferson Street Improvements
Lee's Summit, MO
Bid No. 11003 - C

July 21, 2017

Item No.	Description	CONTRACT AMOUNT BEFORE CO # 9				CHANGE THIS CO		REVISED AMOUNT		
		Quantity	Units	Unit Cost	Total Cost	Quantity	UNIT Cost	Quantity	Total Cost	%
237C	Street Plate to cover holes in pavement by Ervin Cable for Google @ \$85.00 per day	0.00	days	\$85.00	\$0.00	36.0	\$3,060.00	36.00	\$3,060.00	
238C	Google Utility Delay associated costs	0.00	LS	\$6,580.00	\$0.00	1.0	\$6,580.00	1.00	\$6,580.00	
239C	Additional Bonding costs	0.00	LS	\$3,625.00	\$0.00	1.0	\$3,625.00	1.00	\$3,625.00	
240C	Piping and Drain connections - Storage Unit property	0.00	LS	\$730.00	\$0.00	1.00	\$730.00	1.00	\$730.00	
241C	Piping and Drain connections - Power Source property	0.00	LS	\$1,645.00	\$0.00	1	\$1,645.00	1.00	\$1,645.00	
242C	Piping and Drain connections - Paint Business property	0.00	LS	\$2,572.00	\$0.00	1.0	\$2,572.00	1.00	\$2,572.00	
243C	Integreal wall modification and handrail fabrication for Street light Pole	0.00	LS	\$4,136.00	\$0.00	1.0	\$4,136.00	1.00	\$4,136.00	
244C	Persels Storm crossing reroute 3-2 into 3-1 inlet, Traffic Control, street cut & patching	0.00	LS	\$10,567.00	\$0.00	1.0	\$10,567.00	1.00	\$10,567.00	
27C	Additional Integral concrete wall with multi-use path 73+60 to 75+20	85.10	SY	\$749.94	\$63,819.89	44.4	\$33,297.34	129.50	\$97,117.23	
75C	Chainlink fence removal and relocation @ Sta. 43+12.7 and 44+82.28	1,680.00	LF	\$36.38	\$61,118.40	87	\$3,175.25	1,767.28	\$64,293.65	
					Total C.O. # 9 =		\$69,387.58			
					Original Contract		\$6,008,491.59			
					Changes before CO#9		\$470,618.36			
					Contract before CO#9		\$6,479,109.95			
					Changes in CO#9		\$69,387.58			
					Contract after CO#9		\$6,548,497.53			
					Total Contract Changes		\$540,005.94			
					% change to contract		8.987%			

Packet Information

File #: TMP-0612, **Version:** 1

AN ORDINANCE APPROVING CHANGE ORDER #2 - WITH PCI ROADS, LLC FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF \$66,256.80 FOR A REVISED CONTRACT PRICE OF \$514,673.85.

Issue/Request:

AN ORDINANCE APPROVING CHANGE ORDER #2 - WITH PCI ROADS, LLC FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF \$66,256.80 FOR A REVISED CONTRACT PRICE OF \$514,673.85.

Key Issues:

- Eliminating the 2" Epoxy Polymer overlay on the Main Street Bridge.
- Adding a 2" Silica Fume Concrete overlay to the Main Street Bridge.
- Adding a ¾" Epoxy Polymer overlay to the EB Chipman Bridge.

Proposed Committee Motion:

I move to recommend to City Council approval of: AN ORDINANCE APPROVING CHANGE ORDER #2 - WITH PCI ROADS, LLC FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF \$66,256.80 FOR A REVISED CONTRACT PRICE OF \$514,673.85.

Background:

Due to the excessive repairs needed on the Main Street Bridge deck, it is anticipated that the service life of the structure is now between 10 and 20 years. With this shortened life, the epoxy polymer overlay no longer makes sense economically. For that reason, it was decided to apply a Silica Fume concrete overlay in lieu of the Epoxy Polymer overlay. The most recent Silica Fume overlay lasted 25 years on the Main Street Bridge. This results in significant savings to the project.

With the contract in place and the specialized materials on hand to provide an Epoxy Polymer Overlay, it was decided to apply a ¾" Epoxy Polymer overlay on the EB Chipman Road Bridge. While the number of patches on this structure is significant, all of the patches were half sole (just deep enough to encompass the first layer of reinforcing steel). With the deck completely patched, now is the best time to seal the bridge deck with a ¾" Epoxy Polymer overlay. This material will seal the deck from all moisture and chlorides from road salt, preventing future deterioration. With the Epoxy Polymer overlay in place, it is anticipated that little to no deck repair will be required on this structure for 30 years.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Anderson, Construction Manger

Recommendation: Staff recommends approval of an Ordinance approving Change Order #2 - with PCi Roads, LLC for the Bridge Maintenance FY17 project, an increase of \$66,256.80 for a revised contract price of \$514,673.85.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-xxx

AN ORDINANCE APPROVING CHANGE ORDER #2 - WITH PCI ROADS, LLC FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF \$66,256.80 FOR A REVISED CONTRACT PRICE OF \$514,673.85.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with PCi Roads, L.L.C. ("PCi") for the Bridge Maintenance FY17 Project (the "Project") being undertaken by the City's Public Works Department; and,

WHEREAS, an additional change order to the contract with PCi is necessary; and,

WHEREAS, this Change Order No. 2 authorizes a material change for the Main Street Bridge deck overlay; and,

WHEREAS, this Change Order No. 2 authorizes a ¾" Epoxy Polymer overlay on the EB Chipman Road Bridge over the UP Railroad.; and,

WHEREAS, City Council approval is required because the value of Change Order 1 exceeds 5% of the awarded base contract amount.

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

SECTION 1. That the Change Order No. 2 to the contract between the City of Lee's Summit, Missouri and PCi Roads, L.L.C.. (City of Lee's Summit Contract No. 40632472) for the Bridge Maintenance FY17 Project, for an increase in price of \$66,256.80 for a revised contract price of \$514,673.85, a true and accurate copy attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein, be and the same is hereby approved.

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

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

BILL NO. 17-xxx

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

City of Lee's Summit

Change Order Details

Bridge Maintenance FY17

Description: Bridge Maintenance on Chipman Road and Main Street. Chipman Bridges: EB Bridge includes deck repair only. WB Bridge includes joint replacement only. Main Street Bridge includes half sole repair and concrete overlay. Contractor PCi Roads. Accounting Unit 32472750555. Chipman Bridge Activity Number 32932472, Main Street Activity Number 13532472. PO #117752.

Change Order: 2 **Date Created:** 07/31/2017

Status: Draft **Date Approved:**

Type: City Council Approval

Summary: Bridge Deck Overlay Changes

Change Order Description: Due to the excessive repairs needed on the Main Street Bridge deck, it is anticipated that the service life of the structure is now between 10 and 20 years. With this shortened life, the epoxy polymer overlay no longer makes sense economically. For that reason, it was decided to apply a Silica Fume concrete overlay in lieu of the Epoxy Polymer overlay. The most recent Silica Fume overlay lasted 25 years on the Main Street Bridge. This results in significant savings to the project.

With the contract in place and the specialized materials on hand to provide an Epoxy Polymer Overlay, it was decided to apply a 3/4" Epoxy Polymer overlay on the EB Chipman Road Bridge. While the number of patches on this structure is significant, all of the patches were half sole (just deep enough to encompass the first layer of reinforcing steel). With the deck completely patched, now is the best time to seal the bridge deck with a 3/4" Epoxy Polymer overlay. This material will seal the deck from all moisture and chlorides from road salt, preventing future deterioration. With the Epoxy Polymer overlay in place, it is anticipated that little to no deck repair will be required on this structure for 30 years.

Awarded Project Amount: \$343,327.65
Authorized Project Amount: \$448,417.05
Change Order Amount: \$66,256.80
Revised Project Amount: \$514,673.85

Increases/Decreases

Line Number	Item	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 2 - Main Street Bridge									
11	4A	Sq Yd	\$406.150	325.00	\$131,998.75	-325.00	-\$131,998.75	0.00	\$0.00
2" Polymer Concrete Overlay (1121 MM Mix)									
Reason: Due to the extensive deterioration of the bridge deck, it was determined the EPO is no longer economically feasible.									
Funding Details									
Main (13532472)				325.00	\$131,998.75	-325.00	-\$131,998.75	0.00	\$0.00
(1 Item)			Totals		\$131,998.75		-\$131,998.75		\$0.00

New Items

Line Number	Item	Unit	Proposed Quantity	Unit Price	Dollar Amount
Section: Add Items - Items added after award of contract					
14C	14C	SY	325.00	\$91.000	\$29,575.00
2" Silica Fume Concrete Overlay					
Reason: After overlay was removed from existing deck, it was determined the epoxy polymer concrete would not be a good match for the repair due to excessive deterioration. Given the condition of the bridge, the silica fume overlay was the best option.					
Funding Details					
Main (13532472)			325.00	\$91.000	+\$29,575.00
15C	15C	SY	489.00	\$344.950	\$168,680.55
3/4" Epoxy Polymer Overlay					
Reason: 3/4" EPO is being added to the EB Chipman Road Bridge to extend the service life of the structure.					
Funding Details					
Chipman (32932472)			489.00	\$344.950	+\$168,680.55
(2 Items)				Total:	+\$198,255.55

Funding Summary

Fund Package	Original Amount	Authorized Amount	Proposed Amount	Revised Amount
Chipman (32932472)	\$103,717.50	\$241,192.50	+\$168,680.55	\$409,873.05
Main (13532472)	\$239,610.15	\$207,224.55	-\$102,423.75	\$104,800.80
(2 Fund Packages)	\$343,327.65	\$448,417.05	+\$66,256.80	\$514,673.85

Packet Information

File #: TMP-0614, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 3 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OLSSON ASSOCIATES ENGINEERING, INC. FOR THE SERVICES RELATED TO COATING DESIGN AND BIDDING AT WOODS CHAPEL, HOOK, SCHERER, AND RANSON WATER TOWERS IN THE AMOUNT OF \$56,762 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH OLSSON ASSOCIATES ENGINEERING, INC. BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Key Issues:

- The water towers at Woods Chapel, Scherer, Ranson and Hook Road have been identified for coating replacement.
- Each tower will be inspected to determine the extent of the coating replacement needed at each site.
- Once inspections are completed and specifications developed, it is anticipated the project will be bid for construction this coming year.

The WU Equipment Replacement Program will fund the project.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 3 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OLSSON ASSOCIATES ENGINEERING, INC. FOR THE SERVICES RELATED TO COATING DESIGN AND BIDDING AT WOODS CHAPEL, HOOK, SCHERER, AND RANSON WATER TOWERS IN THE AMOUNT OF \$56,762 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH OLSSON ASSOCIATES ENGINEERING, INC. BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI

Presenter: 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. 3 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OLSSON ASSOCIATES ENGINEERING, INC. FOR THE SERVICES RELATED TO COATING DESIGN AND BIDDING AT WOODS CHAPEL, HOOK, SCHERER, AND RANSON WATER TOWERS IN THE AMOUNT OF \$56,762 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH OLSSON ASSOCIATES ENGINEERING, INC. BY AND ON BEHALF

File #: TMP-0614, **Version:** 1

OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation:

BILL NO. xx-xx

AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 3 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OLSSON ASSOCIATES ENGINEERING, INC. FOR THE SERVICES RELATED TO COATING DESIGN AND BIDDING AT WOODS CHAPEL, HOOK, SCHERER, AND RANSON WATER TOWERS IN THE AMOUNT OF \$56,762 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH OLSSON ASSOCIATES ENGINEERING, INC. BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the Water Utilities Department operates and maintains the Water Towers within the water distribution system in Lee's Summit; and,

WHEREAS, the Coatings on these tanks have been inspected and deemed due for maintenance and or replacement; and,

WHEREAS, the funding for this work is accounted for in the equipment replacement program; and,

WHEREAS, based upon the current Contract for On-Call Engineering, Coating and Water Storage Design are within the scope of Olsson Associates work; and,

WHEREAS, the On-Call Engineering Contracts Water and Wastewater were renewed on January 17, 2017, and this is the Third 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. 3 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 a coating system for Woods Chapel, Hook, Scherer, and Ranson Water Towers for the Water Utilities Department, for a contract amount of \$56,762, 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.

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

Mayor *Randall L. Rhoads*

ATTEST:

BILL NO. xx-xx

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said City this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management and
Operations/Deputy City Attorney
Jackie McCormick Heanue

**ADDENDUM NO. 3
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2**

WATER TOWER RECOATING PROJECTS

THIS ADDENDUM NO. 3 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2 is made and entered into this _____ day of _____, 2017, 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,

WHEREAS, the City Manager is authorized and empowered by City to execute contacts providing for professional engineering services which are within the scope of the Base Agreement that do not exceed \$20,000.00.

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 coating design and bidding at Woods Chapel, Hook, Scherer, and Ranson Water Towers as described in Exhibit A of the Addendum No. 3 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 \$56,762, 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. 3.

This Addendum No. 3 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 _____, 2017.


CITY OF LEE'S SUMMIT

STEPHEN A. ARBO, CITY MANAGER

APPROVED AS TO FORM:

JACKIE MCCORMICK HEANUE
CHIEF COUNSEL OF MGMT & OPS/DEPUTY CITY ATTORNEY

ENGINEER: OLSSON ASSOCIATES, INC.



BY: Kevin Waldron, P.E.
TITLE: Client Relationship Manager

Attest:

EXHIBIT A to ADDENDUM NO. 3 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 ("Olsson") providing for professional services. Olsson's Scope of Services for the Modification No. 3 of the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Lee's Summit, MO

Project Description: Tower Re-coatings, Phase 1: Hook, Ranson, Scherer and Woods Chapel locations

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 the amount listed within the Scope of Services.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson would expect to perform its services under this Exhibit based upon the following schedule.

Draft plans and specification submittal:	November 15, 2017
Anticipated Completion Date:	February 15, 2018

Olsson will endeavor to start its services promptly and to complete its services on the Anticipated Completion Date. However, 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:

Phase 400 – Engineering Design

- Task 401: Data Gathering: City will provide Olsson with previous inspection reports/data, plans/specs, and/or documents regarding original construction or previous re-coatings and/or repairs. City will provide Olsson with listing and information regarding other parties with interests at each tower site, e.g., police/fire, telecommunications companies, etc. City will provide Olsson with any standard or reference technical specifications and/or bidding/construction contract documents.
- Task 402: Video/Inspection Data Review: Review previous inspection reports and recommendations for confirmation or revision and incorporation into re-coating project bid documents.
- Task 403: Existing Paint System Determination: Review original construction and/or re-coating documents and contact coating system vendor(s) to determine current paint systems at each location.

- Task 404: Coordination/Notifications to other parties: Inventory and tabulate parties with interests at each site. Establish contacts and coordinate outage periods necessary for re-coating work and time frame for any temporary measures to be performed by the parties.
- Task 405: Site Visits and kick-off meeting: Olsson will coordinate with City and conduct a kick-off meeting and site visits at each tower site. Olsson will provide meeting minutes for review and reference.
- Task 406: Inventory of Attachments to Towers/Summary: Olsson will make observations at each site and create inventory of existing attachments. Olsson will compare inventory of attachments to interested party list and provide summary of results to City.
- Task 407: Limited Inspection of Current Paint Systems: Olsson will make visual observations of paint systems at each site for comparison to paint system records and inspection reports. No samples or testing are included.
- Task 408: Develop Draft Specifications: Olsson will develop relevant technical specifications in CSI, 16-division format for re-coating work including general requirements, sequencing/schedule, maintenance of operations, coating system and other material and installation requirements, acceptance/warranty and special conditions for incorporation into City's bidding and construction contract documents. Olsson will submit draft specifications in PDF format and three (3) hard copies for City review and comment.
- Task 409: Develop Limited Site/Staging Plans: Olsson will develop plan sheets for each site including site plan, access/staging area(s) and relevant tower details based on original construction documents. No survey or base map development is included. Olsson will submit draft plans in PDF format and three (3) hard copies for City review and comment.
- Task 410: Develop/Finalize Logos/Colors: To establish the basic requirements for inclusion in bid documents, Olsson will provide basic color selections available for acceptable coating systems to City. Olsson will participate with City Utility and Creative Services staff in discussions to select logo design. Olsson will develop and submit concept renderings/layouts of each tower with selected color(s) and logo and participate in one additional meeting with City to acceptance prior to incorporation into bid documents. Vendor specific color selection(s) will be confirmed during the shop drawing/submittal phase of construction.
- Task 411: Develop Final Specifications: Olsson will incorporate City comments/revisions from draft review and/or color/logo selection and prepare final specifications.
- Task 412: Review Meetings: Olsson will conduct one (1) design review meeting with City staff following submittal of draft specifications and plans. Olsson will conduct in up to two (2) additional joint or individual meetings to coordinate with other parties (ref: Task 404).
- Task 413: Opinion of Probable Construction Cost: Olsson will prepare an opinion of probable construction cost and include with draft and final plan/specification submittals and prior to bid opening.

Phase 600 – Bid Phase Services

- Task 601: Prepare and Distribute Bid Documents: Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Plans will be distributed through Drexel Technologies.
- Task 602: Answer Bidder Questions: Olsson shall answer bidder's questions regarding the construction documents.

- Task 603: Prepare Addenda: Olsson shall prepare and distribute addenda to the bidders if needed during this phase.
- Task 604: Attend Pre-Bid Meeting: Olsson shall attend a pre-bid meeting with prospective bidders.
- Task 605: Attend Bid Opening: Olsson shall attend the bid opening meeting.
- Task 606: Evaluate Bids: Olsson shall prepare a tabulation of the bids and evaluate the bids and qualifications of the bidders.
- Task 607: Recommend Award: Based upon the results of the bid evaluation, Olsson shall provide a written recommendation.
- Task 608: Attend City Council Meeting: Olsson shall attend the City Council meeting for the award of the contract to the successful bidder.

HOURLY FEES NOT TO EXCEED: \$56,762

ADDITIONAL SERVICES

The following items, in addition to any items not specifically listed above are not included in the scope but may be provided under a supplemental agreement:

- A. Land survey, structural repair design or Special Inspections/Testing (weld, paint, etc.).
- B. Construction Administration, Management, or Observations.
- C. Additional design or coordination meetings with other parties and/or logo/color selection workshops beyond those listed within Scope of Services.
- D. Providing revisions of drawings, specifications, or other documents when such revisions are required by changes to previously approved designs.
- E. Providing 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.

F:\2017\0501-1000\017-0717\20-Management\Contracts\Addendum 3 - Tower Re-coatings Phs 1\Addendum 3 2017 Exhibit A_Scope of Services.doc

Packet Information

File #: 2017-1423, **Version:** 1

Continued discussion with Kansas City on a cost sharing agreement to operate the North Recycling Center.

Issue/Request:

Consideration of Lee's Summit's one time expense and annual operating cost as part of the sharing agreement with Kansas City to operate the North Recycling Center.

Key Issues:

The North and South Recycling Centers were closed in February of 2016 and city-provided recycling services ceased at that time. Under this agreement with Kansas City,

Lee's Summit will:

- Staff the Center and provide roll-off boxes

Kansas City will:

- Pull the containers at no charge and keep the recycling revenue

Proposed Committee Motion:

Background:

The closing of the two recycling centers was tied to the contract with Heartland Environmental Services, LLC, to manage the operations of the Landfill and Resource Recovery Park. Their offer to operate solid waste services in Lee's Summit, Heartland did not to include recycling as part of their offered services. When the recycling centers closed in 2016, residents had the option of using trash hauler provided services for a fee, or using local schools drop-off recycling services. Later in 2016, the school districts' hauler changed their recycling program, resulting in the district closing public drop-off access. This left single family residential customers with the only recycling option being curbside recycling. Other members of the public, such as those living in apartment complexes, now have more limited recycling options.

Impact/Analysis:

Opening a drop-off center would provide an option for citizens and businesses to participate in recycling. Unfortunately, the City no longer has a revenue stream through the Solid Waste Enterprise Fund to support a recycling center, and another funding source would need to be identified.

Annual operating cost for the Center: \$24,413

One-time cost to re-open the Center: \$32,142

One-time revenue available: \$13,885*

* Revenue available is anticipated from the Mid-America Regional Council Solid Waste Management District (MARC SWMD). Lee's Summit received a \$50,000 grant to assist with the original opening of the North Recycling Center. The City closed the center before the 10-year security interest period ended, resulting in the City paying MARC SWMD the remaining security interest from the grant, or \$13,885. The MARC SWMD is open to refunding the money to the City if the Center is re-opened.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here] This request must also be considered by the Finance and Budget Committee as part of a budget amendment approval process prior to going to the City Council.

Presenter: Chris Bussen, Solid Waste Superintendent

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

**COOPERATIVE AGREEMENT FOR RECYCLING SERVICES
B E T W E E N THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE CITY OF KANSAS
CITY, MISSOURI**

This agreement made and entered into this _____ by and between the City of Lee's Summit, Missouri and the City of Kansas City, Missouri.

WHEREAS, Lee's Summit owns a recycling center at 1951 NE Douglas, Road, Lee's Summit, Missouri 64064 ("North Recycling Center") that is currently not operating; and

WHEREAS, the opportunity for residents to recycle mutually benefits both Lee's Summit and Kansas City; and

WHEREAS, Lee's Summit and Kansas City desire to partner together to resume operations at the North Recycling Center.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the Parties agree as follows:

1. **Purpose of the Agreement.** The purpose of this Agreement is to provide for a cooperative effort between Kansas City and Lee's Summit to enable the resumption of recycling operations at the North Recycling Center.

2. **Definitions.**

- a. *Authorized Materials* shall mean newspaper, corrugated cardboard, telephone books, magazines, junk mail, print media advertisements, chipboard cardboard, catalogs, manila file folders, office paper, brochures, carrier stock, #1 pet plastic with neck, #2 hdpe plastic with neck, aluminum cans, steel food and beverage cans (and specifically excluding any items made entirely or partially of glass).
- b. *Days of Operation* shall mean the three (3) days per week that Lee's Summit provides staffing for the North Recycling Center. Current times and Days of Operation are Tuesday's (9am-6pm), Thursday's (9am-6pm) and Saturday's (8am-4pm). The Center shall be closed on holidays (according to the City of Lee's Summit holiday schedule).
- c. *Roll-off Containers* shall mean dual rail with both cable and hook lift capabilities. Any container must be approved by the Manager of Solid Waste for the City of Kansas City and the Solid Waste Superintendent for the City of Lee's Summit before use under this agreement.

3. **Responsibilities of Lee's Summit.** Lee's Summit shall:

- a. Provide staffing at the North Recycling Center three (3) days per week. These Days of Operation shall be determined at the sole discretion of the City of Lee's Summit; however, Lee's Summit shall communicate any change in the Days of Operation to Kansas City in writing at least 30 days before any such change shall be effective.
- b. Provide seven roll-off containers for the operation of the North Recycling Center. Lee's Summit shall maintain the containers in working order.
- c. Take all reasonably available steps and actions to ensure that only Authorized Materials are deposited in the roll-off containers.
- d. Contact the City of Kansas City when the containers are ready to be pulled.
- e. Lee's Summit staff shall contact Kansas City staff at (816) _____, when

containers are ready to be pulled.

- f. Be responsible for all signage at the North Recycling Center.
- g. Be responsible for notifying Kansas City about mechanical issues, facility issues, customer service issues, or safety issues as soon as possible.

4. Responsibilities of Kansas City. Kansas City shall:

- a. Provide the collection of the roll-off containers from the North Recycling Center at its sole cost. Kansas City shall have no obligation to provide rebates to Lee's Summit for the sale of any pulled recyclables.
- b. Provide monthly weight reports to the City of Lee's Summit for recycling material collected at the North Recycling Center. Reports shall be due within 14 business days following the end of each month.
- c. Collect, empty, and return recycling roll-off containers within 36 hours of being contacted by personnel from the City of Lee's Summit.
- d. Collect containers, wherever practical, on days when the Center is not open. e.g. Monday's, Wednesday's, Friday's, or Sunday's. This is in order to provide the safest environment for collection truck drivers as well as Center patrons.
- e. Be responsible for notifying Lee's Summit about mechanical issues, facility issues, customer service issues, or safety issues as soon as possible.

5. Notice. All notices required by this Agreement shall be in writing sent by regular United States mail, postage prepaid, or commercial overnight courier to the following:

Notice to Kansas City:
Director of Neighborhood and Housing Services
414 East 12th Street, 4th Floor
Kansas City, Missouri 64106

Notice to Lee's Summit:
Solid Waste Superintendent
1971 SE Hamblen Rd.
Lee's Summit, Missouri 64082

All notices are effective on the date mailed or, if delivered by a courier, upon receipt. Either party may provide the other party a change of address which change shall be effective ten (10) days after delivery.

- 6. **Option to Terminate.** Either Party may terminate this Agreement upon 30 days written notice to the other Party.
- 7. **No Partnership.** It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement or of any other activities.
- 8. **Compliance with Laws.** The parties shall comply with all federal, state and local

laws, ordinances and regulations applicable to this Agreement.

9. **Term.** The parties agree that the term of this Agreement shall begin on _____ and, unless sooner otherwise terminated by the Parties, shall end on _____.
The Parties, by written agreement, may renew this Agreement for three one year periods.
10. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.
11. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement.
12. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.
13. **Conflicts of Interest.** Kansas City and Lee's Summit shall certify that no officer or employee of Kansas City or Lee's Summit has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of Kansas City or Lee's Summit, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Kansas City or Lee's Summit in this Agreement.
14. **Representations.** Kansas City and Lee's Summit certify that they have the power and authority to execute and deliver this Agreement, to use any funds contemplated hereby and to perform this Agreement in accordance with its terms.
15. **Severability of Provisions.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone,

are incapable of being performed in accordance with the intentions of the parties.

16. **Audit.** Kansas City and Lee's Summit shall have the right to audit this Agreement and all books, documents and records relating thereto. Kansas City and Lee's Summit shall maintain all their respective books, documents and records relating to this Agreement during the contract period and for three (3) years after the date of final payment. The books, documents and records shall be made available to the Kansas City and Lee's Summit within ten (10) days after the written request is made. Kansas City and Lee's Summit shall require any contractor hired to perform work related to this Agreement to comply with this provision in connection with services performed.
17. **Assignment.** Neither Kansas City nor Lee's Summit shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other party. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer, or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement, but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer, or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in the Agreement.
18. **General Indemnification.** Kansas City and Lee's Summit shall require any contractor hired to perform work related to this Agreement to defend, indemnify, and hold harmless the other Party and any of its agencies, officials, officers, and employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the performance under this Agreement, caused in whole or in part by the contractor, its employees, agents, others for whom the contractor is legally liable, regardless of whether or not caused in part by any act or omission of the indemnified party, its agencies, officials, officers, or employees.
19. **Insurance.** Kansas City and Lee's Summit shall require every person or entity with whom it contracts under this Agreement to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Kansas City and Lee's Summit shall further require, and shall ensure that, the other Party is named as an additional insured and shall provide to the other Party a certificate of insurance, or its equivalent, demonstrating the same.
 - i. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 1. Severability of Interests Coverage applying to Additional Insureds
 - ii. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

1. Severability of Interests Coverage applying to Additional Insureds

iii. Contractual Liability:

1. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
2. No Contractual Liability Limitation Endorsement
3. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

iv. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

1. Workers' Compensation: Statutory
2. Employers' Liability with limits of:
 - a. \$100,000 each accident
 - b. 500,000 disease –policy limit
 - c. \$100,000 disease each employee

v. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Project by Kansas City's or Lee's Summit's contractor.

vi. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 2,000,000.

a. Contractual Liability:

1. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
2. No Contractual Liability Limitation Endorsement
3. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

vii. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

1. Workers' Compensation: Statutory
2. Employers' Liability with limits of:
 - a. \$100,000 each accident
 - b. 500,000 disease –policy limit
 - c. \$100,000 disease each employee

viii. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Project by Kansas City's or Lee Summit's contractor.

ix. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 2,000,000.

Regardless of any approval by the other Party, it is the responsibility of Kansas City and Lee's

Summit ensure the required insurance coverage is maintained in force at all times. The failure to ensure that the proper insurance is maintained in effect will not relieve Kansas City or Lee's Summit of any contractual obligation or responsibility. In the event Kansas City or Lee's Summit fails to ensure that the required insurance is maintained in effect, the other Party may order that the obligations under this Agreement immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

20. **Future appropriations.** Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any party.

21. **Default and Remedies.** If a party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that either party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed by their respective officers thereunto lawfully authorized and with their corporate seals affixed the day and year first above written.

CITY OF KANSAS CITY, MISSOURI

By _____
John A. Woods
Title Director of Neighborhood and Housing Services

Approved as to Form:

By _____
Katherine Chandler
Title Assistant City Attorney

LEE'S SUMMIT, MISSOURI

BY: _____

Approved as to form:

BY: _____

FY18 North Recycling Center Projections

	FY18 Projections	Notes
REVENUE-Revenue	-	See one-time Revenue Below
EXPENSES-Expenses	24,413	Also See one-time Expenses Below
PERSONAL SER-Personal services	16,817	
7000-0-Salaries-Regular	3,713	Contract Mgmt. & Admin. Support
7001-0-Salaries-Part Time	12,172	
7010-0-FICA-PT	755	
7011-0-Medicare Deduction	177	
OTHR SUP SRV-Other supplies, services and charges	6,256	
7200-0-Advertising Expense	1,250	
7213-0-Rentals & Leases Expense	4,392	Airport Lease Agreement
7249-0-Consumable Tools	100	
7259-0-Mobile Telephone Expense	384	Attendant basic service
7269-0-Special Apparel	80	
7270-0-Office Supplies	50	
R&M-Repairs and maintenance	1,100	
7300-0-Maint & Repair-Bldgs	100	
7301-0-Maintenance-Grounds	1,000	
UTILITIES-Utilities	240	
7403-0-Electricity	240	

One-time revenues/expenditures		
Revenue		
Refunds & Reimbursements	(13,885)	MARC SWMD Grant Reimburse
Total One-Time Revenue	(13,885)	

Expenditure		
Installation cost of fencing, 756lf @ \$41.63/lf (115X87X50yds)	\$ 31,472	Securing Airport from Wildlife
Installation of front entrance sign	\$ 270	Posts and Quickrete needed only
Purchase of push mower	\$ 400	
Total One-Time Expenditures	\$ 32,142	
Optional Funding for RecycleFEST	\$ 6,000	2 Events per Year (Spring and Fall)
Total Increased Expense FY18*	\$ 62,555	

*assumes 3/4 of the year for personnel expenses

Packet Information

File #: 2017-1405, **Version:** 1

Information regarding planned KCPL Residential Lighting LED installation project.

Issue/Request:

Information regarding planned KCPL Residential Lighting LED installation project.

Key Issues:

- KCPL intends to change existing leased street lights to LED
- The LED light will replace the existing HPS, MV, MH, etc. on existing light poles.
- Replacement will likely begin in Lee's Summit mid-September and continue until the end of 2017.
- All City leased street lights from KCPL (e.g. residential street lighting) will be impacted.
- Cost changes to City leased lighting inventory are not known, but should be similar to existing based on published tariffs.

Background:

Until recently, KCPL has not offered LED street lighting within its municipal lighting schedule. Effective June 1, 2017, all new KCPL installed street lights will be LED and street light maintenance will be completed using LED street light equivalent fixtures. The LED standards used by KCPL will be equivalent to the High Pressure Sodium (HPS) street light described in the City's Street Light Policy (Resolution). The City's standard for residential lighting will otherwise not change.

KCPL intends to proactively change all of its street lights within Lee's Summit to LED. The replacement project will likely begin mid-September by KCPL. KCPL expects multiple crews (owner and/or contracted) will change all of its street lights in Lee's Summit to LED by the end of 2017. There are approximately 4000 KCPL street lights in Lee's Summit.

The LED fixture used by KCPL will have a flat lens, meeting the design criteria of the Unified Development Ordinance.

Impact/Analysis:

The change in street light specifications to LED with flat lens provides an alternative for private lighting which meets the City's Unified Development Ordinance. Private lighting interests could not previously be coordinated directly with KCPL.

The amount of light, color of light, etc. will be different with an LED source than HPS or MV. The change in light may generate resident questions. The LED light is more sustainable, requires less maintenance, and uses less energy than HPS and MV lights.

The tariffs for leasing LED municipal street lights will be different than the existing HPS and MV lighting currently leased. The difference in wattage, pole type, wiring (under ground or overhead), etc. provide for a

variety of cost comparisons that may be higher or lower than the LED replacement. Overall, the cost impact should not be significant.

Over the course of LED installations, a new identification system will be deployed and more accurate inventory completed by KCPL.

Presenter: Michael Park, City Traffic Engineer