



## The City of Lee's Summit

### Final Agenda

#### Public Works Committee

Tuesday, June 25, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order
- D. Roll Call
1. Approval of Agenda
2. Approval of Action Letter
  - A. [2019-2792](#) Approval of the April 23, 2019 Action Letter.
3. Public Comments
4. **Business**
  - A. [TMP-1267](#) An Ordinance awarding Bid No. 28631683B-C, for the Water Main Replacement FY19 - Pryor Road, to Pyramid Excavation & Construction, Inc., in the amount of \$279,271.50 and authorizing the City Manager to execute an agreement for the same.  
*Presenter:* Jeff Thorn, Assistant Director of Engineering Services, LS Water Utilities
  - B. [TMP-1281](#) An Ordinance approving the award of bid no. 50432472-C1 for the Lake Ridge Meadows Traffic Calming project to Mega Industries Corporation, and authorizing the City manager to enter into an agreement for the same, in the amount of \$78,560.00.  
*Presenter:* Erin Ralovo, Staff Engineer
  - C. [TMP-1266](#) An Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and CenturyLink Communications in the amount of \$224,063.48 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same.  
*Presenter:* Craig Kohler, Senior Staff Engineer

- D. [TMP-1275](#) An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Olsson and Associates, in an amount not to exceed \$208,456.00 for Professional Engineering Services for Stormwater-SW Lea Drive (RFQ NO. 543-32272A).
- Presenter:** Karen Quackenbush, Senior Staff Engineer
- E. [TMP-1276](#) An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Intuition & Logic Inc., in an amount not to exceed \$79,777.20 for professional engineering services for stormwater - SE Hackamore Drive & SE Secretariat Drive (RFQ NO. 543-32272B).
- Presenter:** Karen Quackenbush, Senior Staff Engineer
- F. [TMP-1229](#) An Ordinance authorizing execution of an agreement by and between the City of Lee's Summit, Missouri, and Lamp Rynearson, Inc. in an amount not to exceed \$159,800.00 for Professional Engineering Services for Stormwater - 4 Projects (RFQ No. 543-32272C).
- Presenter:** Karen Quackenbush, Senior Staff Engineer
- G. [TMP-1274](#) An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ NO. 543-32272D).
- Presenter:** Karen Quackenbush, Senior Staff Engineer
- H. [TMP-1272](#) An Ordinance authorizing the execution of an agreement and consent to joint use of track by and between the City of Lee's Summit, Missouri, IPL USA, Inc. and the Union Pacific Railroad Company.
- Presenter:** Bob Hartnett, Deputy Director of Public Works/Administration
- I. [TMP-1277](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 1 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting additional federal funds in the amount of \$64,222 to relocate and extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport.
- Presenter:** Bob Hartnett, Deputy Director of Public Works/Administration
- J. [TMP-1278](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission First Supplemental Agreement to Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional funds in the amount of \$3,568 which is equal to fifty percent (50%) of the additional match for the sponsor's State Block Grant for project 16-109A-1 Relocate and Extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport.
- Presenter:** Bob Hartnett, Deputy Director of Public Works/Administration

- K. [TMP-1279](#) An Ordinance authorizing the execution of Amendment No. 2 to permit the extension of the project time period from June 30, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting State funds in the amount of \$9,372,772 to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

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

- L. [TMP-1280](#) An Ordinance authorizing a Second Supplemental Agreement to Airport Aid Agreement to permit the extension of the project time period from December 31, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting funds in the amount of \$520,710 to assist with Rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

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

## 5. **Items for Discussion**

- A. [2019-2811](#) Preliminary Cost Estimates to Accept and Maintain Roads Outside of Lee's Summit

**Presenter:** Dena Mezger, P.E., Director of Public Works

## 6. Roundtable

## 7. Adjournment

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## Packet Information

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**File #:** 2019-2792, **Version:** 1

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Approval of the April 23, 2019 Action Letter.

Issue/Report:

Approval of the April 23, 2019 Action Letter.

Key Issues:

Proposed Committee Motion:

I move for approval of the Action Letter dated April 23, 2019.



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

Tuesday, April 23, 2019  
5:30 PM  
City Council Chambers  
City Hall  
220 SE Green Street  
Lee's Summit, MO 64063

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

The April 23, 2019 Public Works Committee meeting was called to order by Chairman Faith, at 5:35 p.m. at City Hall, 220 SE Green St., in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

D. Roll Call

**Present:** 3 - Councilmember Rob Binney  
Chairperson Craig Faith  
Vice Chair Fred DeMoro

**Absent:** 1 - Councilmember Diane Forte

1. Approval of Agenda

**A motion was made by Councilmember Binney, seconded by Vice Chair DeMoro, to approve the agenda as posted. The motion carried by a unanimous 3-0 vote.**

2. Approval of Action Letter

- A. [2019-2704](#) Approval of the March 26, 2019 Action Letter.

**A motion was made by Councilmember Binney, seconded by Vice Chair DeMoro, to approve the Public Works Committee Action Letter dated March 26, 2019. The motion carried by a unanimous 3-0 vote.**

3. Public Comments

4. Business

- A. [BILL NO. 19-100](#) An Ordinance approving the award of Bid No. 324-19/20 (Overlay) for the Mill & Overlay 19/20 program to Ideker, Inc. in the amount of \$2,046,692.12, and authorizing the City Manager to enter into the agreement for the same. (PWC 4/23/19)

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 3-0 vote.

- B. [BILL NO. 19-101](#) An Ordinance approving the award of Bid No. 324-19/20 (slurry) for the Surface Seal 19/20 program to Vance Brothers Inc. in the amount of \$1,061,749.75, and authorizing the City Manager to enter into the agreement for the same. (PWC 4/23/19)

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

- D. [BILL NO. 19-102](#) An Ordinance approving Change Order #1 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, an increase of \$393,645.00 for a revised contract price of \$663,017.05 and an increase of 30 calendar days to reach substantial and final completion. (PWC 4/23/19)

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 3-0 vote.

- E. [BILL NO. 19-103](#) An Ordinance awarding Bid No. 43431683-C, for the Water Main Replacement FY19 - Harris Road to J & N Utilities, Inc., in the amount of \$387,800.80 and authorizing the City Manager to execute an agreement for the same. (PWC 4/23/19)

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

- F. [BILL NO. 19-104](#) An Ordinance approving Change Order No. 1 to the contract with Industrial Salvage and Wrecking Company, Inc. for the 3rd Street Demolition Services, an increase of \$6,420.00 for a revised contract price of \$54,820 and authorizing the City Manager to enter into an agreement for the same. (PWC 4/23/19)

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

## 5. Items for Discussion

- A. [2019-2709](#) Discussion of Streets Outside City's Jurisdiction

Dena Mezger, Director of Public Works, stated that at City Council there was discussion about the City of Lee's Summit annexing roads, specifically View High Drive and Lee's Summit Road in the Lakewood area. Mayor ProTem Lopez assigned the Public Works Committee to discuss. There are roads that residents use a considerable amount of time that are Kansas City roads in general. They are not kept up to the same standards. The question is what can we do about this. Further discussion of ideas is needed for how we might handle road condition issues.

Chairman Faith presented the idea to annex areas to take on the maintenance. Assessing the amount of lane miles would be necessary to figure costs. It has been explored somewhat with Kansas City and other agencies that control those areas. Faith asked about a possible road maintenance mutual aid program, such as with emergency services. This is in the exploration stage and one of the first things he would recommend would be to identify the areas of need.

Ms. Mezger explained the example of Kansas City between Gregory and Colbern where the City entered into an intergovernmental agreement in which they paid for their half of the design and construction. That was predicated upon Lees Summit going in and applying for Federal Aid to pay for most of Kansas City's portion. Locations of concern were discussed such as Hook Road with the shoulders ending at the City limits, and NW Oldham Parkway in front of Freddy's which belongs to MoDOT.

Councilmember Binney asked why the City doesn't already jurisdiction of the roads in City limits as well as the boundary roads. Ms. Mezger explained that Kansas City limits were there before we started development of Lakewood, the western perimeter, and Longview Lake with the Community College. Sometimes cooperative neighbors and shared agreements place City limit right down the middle of roads. With View High Drive and the boundary is the right-of-way line. On roads where we split jurisdiction there is shared responsibility for snow removal and the cost of mill and overlay where costs are split half and half.

It comes down to cost, communication, and caring commitment of a neighbor to even consider an annex. Then the added cost of bringing the roads up to standard and maintenance become an issue. Councilmember DeMoro asked if Kansas City lost out on getting Federal grants for that portion of Lee's Summit Road. Ms. Mezger mentioned that they have not and the last time she spoke to the director she indicated that part of LS Rd was within their 5 year capital plan.

Brian Head, City Attorney, described the legal process the City would have to go through. There is a de-annexation by the other entity and then an annexation by the City. There are reasons why they would want to do this such as cost and having a roadway that does not serve their residents very well. But for example if we took View High Drive from the current City limit over to the right-of-way on the other side, then we would control access to all of that property in Kansas City. They would no longer be in control of access to property within their city limits. So they might not want to do it for that reason. In order to do the annexation process it would require the City Council to approve an annexation ordinance predicated on a de-annexation from Kansas City. Then that ordinance would have to be approved by that Council. Both

Councils would have to agree. The agreement route would be a much simpler route. Although we would be expending Lee's Summit tax dollars on a piece of property that we have no jurisdiction over, no ownership, and not within City limit. There would be concern with using tax dollars generated in Lee's Summit for that purpose. If we did identify specific areas to address because of condition and use by Lee's Summit, we should proceed forward in that way. There are challenges from a legal standpoint. For areas in the County that the City would want to annex, that is within our authority to do. That would involve an involuntary annexation process that requires court hearings and a vote of the people. It could get to be fairly complex and very involved.

Chairman Faith then requested that staff come up with a list of areas and jurisdictions that are being considered: the roads completely out of our area, shared roads, and internal roadways that are maintained by MoDOT. From that list we can start to look for possible solutions and the legal considerations of each.

## 6. Roundtable

Councilmember Binney asked for an update on the light out at NW Ward and NW Chipman. Dena Mezger, Director of Public Works; addressed the situation saying that a driver hit a street light in the median. The streetlight was resting on the traffic signal arm and the streetlight was up in the electrical wires. The electrical box that serves the traffic controller was fried as well as the traffic control box for the signal. Closure of Ward for a couple of weeks is necessary to get it back on line. An update was provided on the landfill closing, and the PDA opened on Monday, April 15. They did a great job of getting it cleaned up and looking good. Rate changes were also discussed.

An update on a stormwater rate study was requested. Ms. Dena Mezger said it cannot be funded out of the CIP funds. City attorneys looked at the ballot language and said a study would not be allowable. It is a dead issue at the moment with no other funding alternatives. There are some one-time items that could come out of leftover money from this year's budget or dipping into reserve. The study was estimated at \$300-350K. In 2017 the renewed CIP sales tax had \$10M set aside for pipe, \$12M for flooding locations, and some for steambank stabilizations. Dena mentioned various needed projects and locations. The 2007 stormwater bond issue for Pine Tree Village which will go to Council shortly.

Chairman Faith asked about on the PRI land. PRI has hired their own engineer to start their investigation process which will take at least a year. Staff will start looking through new comprehensive plans to start incorporating the things needed to look at for PRI. It is on the table for the next year.

Chairman Faith asked about potholes and turnaround time. The crews are out

**Public Works Committee**

**Action Letter - Final**

**April 23, 2019**

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every day working on potholes as reported. Ms. Mezger mentioned the Ward Road issue will take a couple of weeks to get work started there and that continuation of last fall's curb program will begin next week to finish the last few sections.

**7. Adjournment**

The April 23, 2019 Public Works Committee meeting was adjourned by Chairman Faith at 6:55 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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## Packet Information

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**File #:** TMP-1267, **Version:** 1

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An Ordinance awarding Bid No. 28631683B-C, for the Water Main Replacement FY19 - Pryor Road, to Pyramid Excavation & Construction, Inc., in the amount of \$279,271.50 and authorizing the City Manager to execute an agreement for the same.

Key Issues:

The water mains included in this project will replace existing 6-inch lines with 12-inch lines on NW Pryor Road. The water mains included in this project have exhibited increased break rates in recent years and are now due for replacement.

In total, there are approximately 1,650 feet of existing water mains that will be replaced.

Proposed Committee Motion:

I move to recommend to City Council approval of An Ordinance awarding Bid No. 28631683B-C, for the Water Main Replacement FY19 - Pryor Road, to Pyramid Excavation & Construction, Inc., in the amount of \$279,271.50 and authorizing the City Manager to execute an agreement for the same.

Background:

Water Main Replacement FY19 - Pryor Road entails performing work in the following areas: NW Pryor Road from NW Quarry Park Road to City Limits.

This project was originally included as part of the Water Main Replacement - FY19 project, Bid No. 28631683-C, but was bid separately to allow additional time for design. After bidding the Water Main Replacement - FY19 project, the remaining project budget for Water Main Replacement FY19 - Pryor Road is \$1,275,228.00 funded from the Water Construction Fund. The engineer's estimate for this project was \$252,676.39. Based on review by City staff, it is our recommendation to award the construction contract for the Water Main Replacement FY19 - Pryor Road project to Pyramid Excavation & Construction, Inc.

Other Information/Unique Characteristics:

Public Works Engineering issued Bid No. 28631683B-C on May 7, 2019. The bid was advertised and potential bidders were notified through QuestCDN, on the City website, and in a broadcast e-mail to known contractors. A pre-bid conference was held on May 22, 2019. Four (4) responsive bids were received by the June 3, 2019 bid opening date. Pyramid Excavation & Construction, Inc., was determined to be the lowest and most responsible bidder by City Staff. Public Works Engineering and Water Utilities staff have reviewed the bids and recommend awarding the contract to Pyramid Excavation & Construction, Inc., in the amount of \$279,271.50.

Jeff Thorn, Assistant Director of Engineering Services, LS Water Utilities

Recommendation: Staff recommends approval of an Ordinance awarding Bid No. 28631683B-C, for the Water Main Replacement FY19 - Pryor Road, to Pyramid Excavation & Construction, Inc., in the amount of

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**File #:** TMP-1267, **Version:** 1

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\$279,271.50 and authorizing the City Manager to execute an agreement for the same.

Committee Recommendation:

**BILL NO.**

**ORDINANCE NO.**

AN ORDINANCE AWARING BID NO. 28631683B-C, FOR THE WATER MAIN REPLACEMENT FY19 – PRYOR ROAD, TO PYRAMID EXCAVATION & CONSTRUCTION, INC., IN THE AMOUNT OF \$279,271.50 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, approximately 1,650 feet of existing water mains are planned to be replaced and upsized, pursuant to this project; and

WHEREAS, Public Works Engineering issued Bid No. 28631683B-C on May 7, 2019; and,

WHEREAS, Pyramid Excavation & Construction, Inc., was determined to be the lowest and most responsible bidder by City Staff.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the award of bid no. 28631683B-C to Pyramid Excavation & Construction, Inc., in the amount of \$279,271.50.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager, of an agreement with Pyramid Excavation & Construction, Inc. for the services contained in bid no. 28631683B-C in an amount of \$279,271.50. Said contract is on file with the City of Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

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

ATTEST:

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

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



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Mayor William A. Baird

ATTEST:

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City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

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

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

And

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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

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

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

Installation of 1,650 feet of water main, hydrants, valves, fittings, service lines, service connections, connections to existing water mains, surface restoration including all materials, labor, equipment, testing, supervision, and any and all other items necessary to complete the work.

**ARTICLE 2 – THE PROJECT**

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

Bid No. 28631683B-C Pryor Road Water Main Replacement

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney’s fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner’s personnel.

**ARTICLE 5 – CONTRACT PRICE**

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

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$30,000.00	\$30,000.00
2	Clearing and Grubbing	LS	1	\$6,500.00	\$6,500.00
3	Demolition and Removal	LS	1	\$6,500.00	\$6,500.00
4	Water Line Pipe – 12” PVC	LF	1,650	\$65.00	\$107,250.00
5	Water Service – Re-Connections (All Sizes)	EA	4	\$1,500.00	\$6,000.00
6	Water Meter Well	EA	4	\$950.00	\$3,800.00
7	Water Line Valve – 12” Butterfly	EA	2	\$3,000.00	\$6,000.00
8	Fire Hydrant Assembly (With New Hydrant)	EA	2	\$5,200.00	\$5,200.00
9	Pavement Repair	SY	635	\$100.00	\$63,500.00
10	Driveways – Concrete Residential	SY	73	\$110.00	\$8,030.00
11	Remove and Reinstall Fence	LF	425	\$33.18	\$14,101.50
12	Hydroseed	LF	1,595	\$2.00	\$3,190.00
13	Erosion Control	LS	1	\$7,000.00	\$7,000.00
14	Traffic Control	LS	1	\$7,000.00	\$7,000.00
Total of all Bid Prices					\$279,271.50

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

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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

**ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

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

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

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

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - a. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 5. General Conditions (pages 1 to 66, inclusive).
  - 6. Supplementary Conditions (pages 1 to 5, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings consisting of 11 sheets with each sheet bearing the following general title: Water Main Replacement – FY19, NW Pryor Road – from NW Quarry Park Road to City Limits.
  - 9. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).



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

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

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

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

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

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

#### 10.05 *Contractor's Certifications*

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

#### 10.06 *Other Provisions*

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

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

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

OWNER:

City of Lee's Summit, Missouri

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

Title: City Manager

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

Title: Assistant City Attorney

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

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

CONTRACTOR

Pyramid Excavation & Construction, Inc.

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

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

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

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

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

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

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

(Where applicable)

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

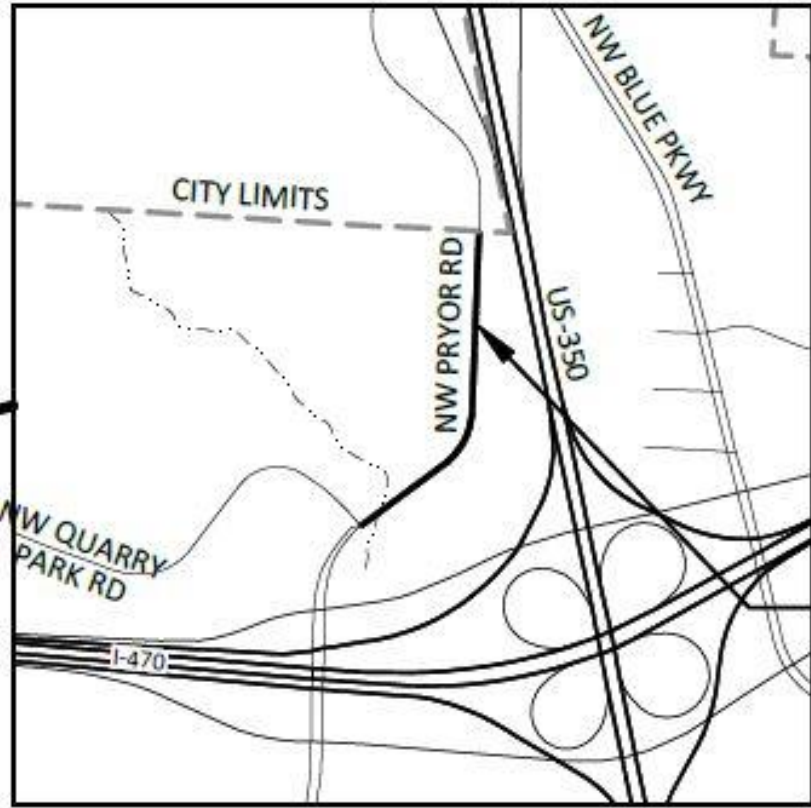
Water Main Replacement FY19 (Pryor Rd.) (#6308212)

Owner: Lee's Summit MO, City of

Solicitor: Lee's Summit MO, City of

06/03/2019 02:00 PM CDT

Item Description	U of M	Quantity	Engineer Estimate		Pyramid Excavation		Wiedenmann Inc		Redford Construction Inc.		Kissick Construction Company, Inc.	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1 MOBILIZATION	LS	1	\$10,270.91	\$10,270.91	\$30,000.00	\$30,000.00	\$27,500.00	\$27,500.00	\$7,500.00	\$7,500.00	\$19,905.00	\$19,905.00
2 CLEARING AND GRUBBING	LS	1	\$7,189.64	\$7,189.64	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$11,092.00	\$11,092.00
3 DEMOLITION AND REMOVAL	LS	1	\$9,243.82	\$9,243.82	\$6,500.00	\$6,500.00	\$18,000.00	\$18,000.00	\$2,000.00	\$2,000.00	\$32,586.00	\$32,586.00
4 WATER LINE PIPE - 12" PVC	LF	1,650	\$54.00	\$89,100.00	\$65.00	\$107,250.00	\$94.00	\$155,100.00	\$130.00	\$214,500.00	\$134.50	\$221,925.00
5 WATER SERVICE - RE-CONNECTIONS (ALL SIZES)	EA	4	\$750.00	\$3,000.00	\$1,500.00	\$6,000.00	\$1,250.00	\$5,000.00	\$500.00	\$2,000.00	\$3,100.00	\$12,400.00
6 WATER METER WELL	EA	4	\$639.71	\$2,558.84	\$950.00	\$3,800.00	\$750.00	\$3,000.00	\$500.00	\$2,000.00	\$22.00	\$88.00
7 WATER LINE VALVE - 12" BUTTERFLY	EA	2	\$2,456.79	\$4,913.58	\$3,000.00	\$6,000.00	\$2,600.00	\$5,200.00	\$1,800.00	\$3,600.00	\$2,594.00	\$5,188.00
8 FIRE HYDRANT ASSEMBLY (WITH NEW HYDRANT)	EA	2	\$4,028.89	\$8,057.78	\$5,200.00	\$10,400.00	\$4,400.00	\$8,800.00	\$4,500.00	\$9,000.00	\$5,374.00	\$10,748.00
9 PAVEMENT REPAIR	SY	635	\$121.00	\$76,835.00	\$100.00	\$63,500.00	\$54.00	\$34,290.00	\$65.00	\$41,275.00	\$93.00	\$59,055.00
10 DRIVEWAYS - CONCRETE RESIDENTIAL	SY	73	\$95.00	\$6,935.00	\$110.00	\$8,030.00	\$41.00	\$2,993.00	\$65.00	\$4,745.00	\$104.00	\$7,592.00
11 REMOVE AND REINSTALL FENCE	LF	425	\$18.00	\$7,650.00	\$33.18	\$14,101.50	\$18.00	\$7,650.00	\$5.00	\$2,125.00	\$15.00	\$6,375.00
12 HYDROSEED	LF	1,595	\$4.00	\$6,380.00	\$2.00	\$3,190.00	\$5.00	\$7,975.00	\$2.00	\$3,190.00	\$1.50	\$2,392.50
13 EROSION CONTROL	LS	1	\$8,216.73	\$8,216.73	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$6,347.00	\$6,347.00
14 TRAFFIC CONTROL	LS	1	\$12,325.09	\$12,325.09	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$6,140.00	\$6,140.00
<b>Base Bid Total:</b>				<b>\$252,676.39</b>		<b>\$279,271.50</b>		<b>\$296,508.00</b>		<b>\$315,935.00</b>		<b>\$401,833.50</b>



PROJECT LOCATION  
NW PRYOR RD

## Packet Information

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**File #:** TMP-1281, **Version:** 1

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An Ordinance approving the award of bid no. 50432472-C1 for the Lake Ridge Meadows Traffic Calming project to Mega Industries Corporation, and authorizing the City manager to enter into an agreement for the same, in the amount of \$78,560.00.

Issue/Request:

An Ordinance approving the award of bid no. 50432472-C1 for the Lake Ridge Meadows Traffic Calming project to Mega Industries Corporation, and authorizing the City manager to enter into an agreement for the same, in the amount of \$78,560.00.

Key Issues:

- This project is a result of the petition process of the Neighborhood Traffic Safety Program (NTSP).
- This project was recommended from the NTSP study that was performed, based on speed, traffic volumes, and crash history.
- This project was supported by property owners to study and install traffic calming on NE Jamestown Drive and NE Skyview Drive.
- This project will install signs and pavement markings, remove three 12-foot sections of roadway and install three concrete speed humps on NE Jamestown Drive, between NE Whispering Winds Drive and NE Jamestown Ct. The project will also remove one 22-foot and two 12-foot sections of roadway and install one raised crosswalk and two speed humps on NE Skyview Dr between NE Jamestown Rd and Delta School Rd.

Proposed Committee Motion:

I move to recommend to City Council An Ordinance approving the award of bid no. 50432472-C1 for the Lake Ridge Meadows Traffic Calming project to Mega Industries Corporation, and authorizing the City manager to enter into an agreement for the same, in the amount of \$78,560.00.

Background:

Residents expressed concerns about safety due to speeding vehicles in the residential neighborhood along NE Jamestown Rd between NE Lakewood Way and NE Kenwood Dr as well as along NE Skyview Dr between NE Jamestown Rd and NE Delta School Rd. Residents contacted City Staff to about the issue to request assistance through the Neighborhood Traffic Safety Program (NTSP). The NTSP is a citizen driven process. Details of the program are available on the City's web site at <http://cityofls.net/Public-Works/Traffic-Transit/Neighborhood-Traffic-Safety-Program>. Residents from the neighborhood submitted an application to participate in the NTSP and received at least 50% support from neighbors adjacent to the street of concern. After meeting the petition of support requirement, City Staff worked with

the residents through the Neighborhood Traffic Safety Program to address these concerns.

A traffic safety study conducted by City staff determined that traffic calming improvements were justified along NE Jamestown Rd and NE Skyview Dr. Residents adjacent to both streets were notified of the proposed traffic calming devices and signed a petition supporting their construction. Based on that approval, City Staff initiated engineering design to build traffic calming features.

NE Jamestown Rd and NE Skyview Dr will maintain one lane of traffic during construction at the locations where speed humps are proposed. Construction phasing will allow for residents to have access to their driveways at all times.

Mega Industries Corporation was determined to be the lowest and best responsive and responsible bidder. Public Works Engineering Staff reviewed the bid and recommend awarding the contract to Mega Industries Corporation in the amount of \$78,560.00.

The FY2020 Neighborhood Traffic Safety Program was approved as part of the FY2020 Capital Improvement Plan. The program fund balance is sufficient to cover this agreement, construction oversight, and remaining NTSP requests, studies, meetings, and design of future NTSP programs.

Impact/Analysis:

These improvements are expected to reduce speeding and increase safety in the impact area.

Timeline:

Start: August 2019

Finish: September 2019

Other Information/Unique Characteristics:

Public Works Engineering issued Bid No. 50432472-C1 for Lake Ridge Meadows Traffic Calming project on May 21, 2019. The bid was advertised and potential bidders were notified through QuestCDN. A pre-bid conference was held on June 4, 2019 and 1 potential bidder attended. One potential bidder obtained plans and specifications from QuestCDN, and one (1) responsive bids were received by the June 11, 2019 bid opening date. The low bid is 3.77% or \$3,077.50 below the engineer's estimate.

Erin Ralovo, Staff Engineer

Recommendation: Staff recommends to Council An Ordinance approving the award of bid no. 50432472-C1 for the Lake Ridge Meadows Traffic Calming project to Mega Industries Corporation, and authorizing the City manager to enter into an agreement for the same, in the amount of \$78,560.00.

Committee Recommendation: *[Enter Committee Recommendation text Here]*

**BILL NO.**

---

AN ORDINANCE APPROVING THE AWARD OF BID NO. 50432472-C1 FOR THE LAKE RIDGE MEADOWS TRAFFIC CALMING PROJECT TO MEGA INDUSTRIES CORPORATION. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$78,560.00.

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

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

WHEREAS, this project was supported by property owners to study and install traffic calming on NE Jamestown Road and, NE Skyview Drive.

WHEREAS This project will install signs and pavement markings, remove three 12-foot sections of roadway and install three concrete speed humps on NE Jamestown Drive, between NE Whispering Winds Drive and NE Jamestown Ct. The project will also remove one 22-foot and two 12-foot sections of roadway and install one raised crosswalk and two speed humps on NE Skyview Dr between NE Jamestown Rd and Delta School Rd.

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

SECTION 1. That award of bid no. 50432472-C1 by and between the City of Lee's Summit, Missouri and Mega Industries Corporation, generally for the purpose of constructing the Lake Ridge Meadows Traffic Calming Project, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved.

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

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

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

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

ATTEST:

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



**BILL NO.**

---

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



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

THIS AGREEMENT is by and between \_\_\_\_\_ City of Lee’s Summit, Missouri \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ Mega Industries Corporation \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

Base bid construction on Lake Ridge Meadows Traffic Calming includes but is not limited to Pavement Removal, Concrete Pavement (speed hump & raised crosswalk) Installation, and Signing on Jamestown Drive and Skyview Drive.

**ARTICLE 2 – THE PROJECT**

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

Project No. 50432472-C1, Lake Ridge Meadows Traffic Calming

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

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

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	MOBILIZATION	LS	1	\$21,000.00	\$21,000.00
2	DEMOLITION AND REMOVAL	LS	1	\$6,000.00	\$6,000.00
3	TRAFFIC CONTROL BARRICADE (TYPE 3)	EA	6	\$155.00	\$930.00
4	TRAFFIC CONTROL CHANNELIZERS	EA	90	\$12.00	\$1,080.00
5	TRAFFIC CONTROL SIGNS	SF	231	\$4.00	\$924.00
6	UNCLASSIFIED EXCAVATION	CY	50	\$78.00	\$3,900.00
7	WASTE (HAUL OFF)	CY	50	\$76.00	\$3,800.00
8	PAVEMENT, 10" KCM MB 4K CONCRETE	SY	300	\$109.00	\$32,700.00
9	SIGN POSTS (SQUARE STEEL TUBE)	EA	24	\$103.00	\$2,472.00
10	SIGNS (PERMANENT)	SF	174.0	\$13.00	\$2,262.00
11	PAVEMENT MARKING, TRAFFIC CALMING TRIANGLE SYMBOL (PRE-FORMED MARKING)	EA	12	\$155.00	\$1,860.00
12	24" WHITE LINE – PREFORMED MARKING	LF	48	\$34.00	\$1,632.00

Total of all Bid Prices (Unit Price Work)

\$78,560.00

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

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

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
  - a. 95 percent of Work completed (with the balance being retainage); ~~and. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

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

## **ARTICLE 7 – INTEREST**

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

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 66, inclusive).
  - 5. Supplementary Conditions (pages 1 to 5, inclusive).



6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 10 sheets with each sheet bearing the following general title: Lake Ridge Meadows Traffic Calming.
8. Addenda (no addenda were issued).
- ~~9. Exhibits to this Agreement (enumerated as follows):~~
  - ~~a. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).~~
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

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

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

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

### 10.05 *Contractor's Certifications*

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

### 10.06 *Other Provisions*

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

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

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

OWNER:

CONTRACTOR

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

(Where applicable)

Agent for service of process:

\_\_\_\_\_

Lake Ridge Meadows Traffic Calming (#6360929)  
 Owner: Lee's Summit MO, City of  
 Solicitor: Lee's Summit MO, City of  
 06/11/2019 09:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Mega Industries Corporation	
						Unit Price	Extension	Unit Price	Extension
Base Bid							\$81,637.50		\$78,560.00
	1	1	MOBILIZATION	LS	1	\$6,050.00	\$6,050.00	\$21,000.00	\$21,000.00
	2	2	DEMOLITION AND REMOVAL	LS	1	\$7,620.00	\$7,620.00	\$6,000.00	\$6,000.00
	3	3	TRAFFIC CONTROL BARRICADE (TYPE 3)	EA	6	\$232.50	\$1,395.00	\$155.00	\$930.00
	4	4	TRAFFIC CONTROL CHANNELIZERS	EA	90	\$14.50	\$1,305.00	\$12.00	\$1,080.00
	5	5	TRAFFIC CONTROL SIGNS	SF	231	\$7.50	\$1,732.50	\$4.00	\$924.00
	6	6	UNCLASSIFIED EXCAVATION	CY	50	\$64.00	\$3,200.00	\$78.00	\$3,900.00
	7	7	WASTE (HAUL OFF)	CY	50	\$23.50	\$1,175.00	\$76.00	\$3,800.00
	8	8	PAVEMENT, 10" KCMMB 4K CONCRETE	SY	300	\$146.00	\$43,800.00	\$109.00	\$32,700.00
	9	9	SIGN POSTS (SQUARE STEEL TUBE)	EA	24	\$140.00	\$3,360.00	\$103.00	\$2,472.00
	10	10	SIGNS (PERMANENT)	SF	174	\$26.00	\$4,524.00	\$13.00	\$2,262.00
	11	11	PAVEMENT MARKING, TRAFFIC CALMING TRIANGLE SYMBOL (PREFORMED)	EA	12	\$575.00	\$6,900.00	\$155.00	\$1,860.00
	12	12	PAVEMENT MARKING, 24" SOLID WHITE LINE (PREFORMED)	LF	48	\$12.00	\$576.00	\$34.00	\$1,632.00
Base Bid Total:							\$81,637.50		\$78,560.00



**PROJECT LOCATION**

NE JAMESTOWN DR  
NE SKYVIEW DR

## Packet Information

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**File #:** TMP-1266, **Version:** 2

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An Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and CenturyLink Communications in the amount of \$224,063.48 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and CenturyLink Communications in the amount of \$224,063.48 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- The Chipman Road Improvements Project from View High Drive to Bent Tree Drive includes the removal of the 1-lane railroad bridge.
- CenturyLink Communications has facilities (telecommunication fiber) on the existing 1-lane railroad bridge spanning Chipman Road.
- The removal of the railroad bridge will necessitate the relocation of approximately 41,000 feet of CenturyLink's facilities in order for their fiber to be spliced.
- City staff desires to enter into an agreement with CenturyLink to perform the relocation of their facilities for the agreed upon estimate paid by the City to CenturyLink prior to the relocation.

Proposed Committee Motion:

I move to recommend to City Council an Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and CenturyLink Communications in the amount of \$224,063.48 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same.

Background:

In April 2018, the City and Jackson County Rock Island Rail Corridor Authority (RIRCA) executed an agreement that gave the City rights to make improvements to Chipman Road through the RIRCA right of way which includes the removal of the 1-lane railroad bridge over Chipman Road. Following the execution of that agreement, the City entered into an agreement with Wilson & Company to re-start the design work on the Chipman Road Improvements from View High to Bent Tree.

Since the re-start of the Chipman Road Improvements Project, it has been determined that CenturyLink has facilities (telecommunications fiber) on the existing railroad bridge which must be relocated before removal of

the bridge. City staff, Wilson & Company, and CenturyLink have discussed relocation options (aerial or under roadway) several times. Due to the critical nature of their fiber, CenturyLink has concluded that the fiber must be buried under the roadway before the City starts construction of the Chipman Road Improvements Project.

CenturyLink has estimated the relocation cost for approximately 41,000 feet of fiber due to the fiber being in a "No Splice" zone. City staff desires to enter into the negotiated Relocation of CenturyLink Telecommunications Facilities agreement which requires the City to sign the agreement first, scan and e-mail a copy of the agreement and check for the estimated amount to CenturyLink prior to the relocation work beginning.

Timeline:

Construction start date summer of 2020

Craig Kohler, Senior Staff Engineer

Recommendation:

Staff recommends approval of an Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and CenturyLink Communications in the amount of \$224,063.48 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT FOR FACILITY RELOCATION BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND CENTURYLINK COMMUNICATIONS IN THE AMOUNT OF \$224,063.48 PURSUANT TO THE CHIPMAN ROAD IMPROVEMENTS FROM VIEW HIGH DRIVE TO BENT TREE DRIVE, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City is engaged in the design of the Chipman Road Improvements from View High Drive to Bent Tree Drive (hereinafter "Project"); and,

WHEREAS, an agreement between Jackson County and the City of Lee's Summit was reached on 4/18/18 so the City can make improvements to Chipman Road along the Rock Island Corridor right of way which includes the removal of the 1-lane railroad bridge; and,

WHEREAS, CenturyLink Communications has facilities (telecommunication fiber) on the existing 1-lane railroad bridge spanning Chipman Road; and,

WHEREAS, the removal of the railroad bridge will necessitate the relocation of approximately 41,000 feet of CenturyLink's facilities in order for their fiber to be spliced; and,

WHEREAS, CenturyLink has agreed to relocate its facilities under the Project roadway within their existing easement in the Rock Island Corridor right of way before the City begins their Project construction; and,

WHEREAS, the City desires to enter into an agreement with CenturyLink to perform the relocation of their facilities for the agreed upon estimate paid by the City to CenturyLink prior to the relocation.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby approves the agreement for facility relocation by CenturyLink Communications, for an amount of \$224,063.48.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with CenturyLink Communications for facility relocation for an amount of \$224,063.48. Said contract is on file with the City of Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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



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

ATTEST:

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

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

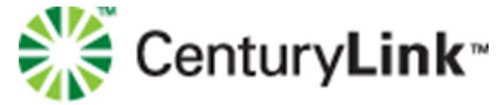
\_\_\_\_\_  
Mayor William A. Baird

ATTEST:

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

APPROVED AS TO FORM:

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



**Via Email Delivery. This Agreement supersedes previously dated Agreements regarding relocation of the Facilities.**

5/17/2019

Craig Kohler, P.E.  
City of Lee's Summit  
220 SE Green St  
Lee's Summit, MO 64063  
Craig.Kohler@cityofls.net

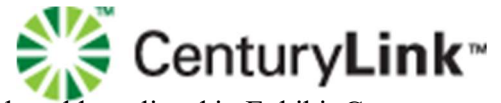
**Re: Relocation of CenturyLink Telecommunications Facilities – Chipman Rd at former UPRR Track Crossing Lee's Summit, MO 64081 ("Address")**

Dear Craig Kohler, P.E.,

City of Lee's Summit (the "Requestor") has contacted the below referenced affiliate(s) of CenturyLink, Inc. regarding relocation, protection and/or adjustment of CenturyLink's telecommunications facilities, including those facilities as set forth in Exhibit A, (the "Facilities"), located in the vicinity of Chipman Rd at former UPRR Crossing, City of Lee's Summit, Jackson, Missouri, for the benefit of a site development project.

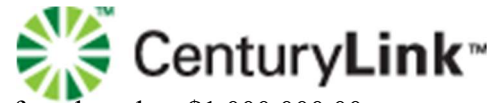
The current location of the Facilities is set forth in the description attached hereto as Exhibit A. To avoid all identified conflicts between the Facilities and the Requestor's project, CenturyLink will adjust, protect and/or relocate its Facilities as further described in Exhibit B, subject to the following terms and conditions:

- (1) The government or private entity owning or otherwise controlling the underlying property whereupon the Facilities are located or are to be relocated, if so required, first grant to CenturyLink the complete authority to perform the work described in Exhibit B.
- (2) CenturyLink will coordinate and perform all relocation work (the "Work") described in Exhibit B. CenturyLink will use reasonable efforts to perform all Work from within the area where the Facilities are located or are to be relocated, however, where CenturyLink is required to perform the Work from a third party's property, CenturyLink will endeavor to do so, at Requestor's sole cost and expense subject to prior approval of such costs and expenses. In addition, Requestor shall obtain any necessary permission for CenturyLink to perform the Work. CenturyLink will use reasonable efforts to minimize the impact of such Work.
- (3) Requestor will first provide CenturyLink with a check in the amount of **\$224,063.48** prior to the relocation Work beginning for the estimated cost of the Work as set forth in Exhibit C. The check should be made out to



CenturyLink Communications, LLC and sent to the address listed in Exhibit C below.

- (4) **UPON COMPLETION, REQUESTOR ACCEPTS THE WORK "AS IS" provided such work does not interfere with Requestor's project for which the facilities are being moved, and meets applicable Codes. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WORK OR AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (5) In the event that circumstances arise that cause the cost and expense of performing the Work to exceed the estimate, CenturyLink will make an adjustment to the estimate. Requestor will pay such additional amounts within thirty (30) days of written notice from CenturyLink provided such additional cost and expense is directly related to relocation for the project and not for another reason such as, but not limited to, CenturyLink's facilities need updating or are not sufficient to meet its demands. A failure to pay such amount shall cause same to bear interest from the due date until payment is received at a rate of one and one half percent (1 1/2%) per month, compounded annually unless such failure is the result of a disagreement over the necessity of such increased cost and expense for the relocation of CenturyLink facilities to allow the City to complete its project.
- (6) Only to the extent authorized by law, Requestor will indemnify and defend CenturyLink, its affiliates, employees, invitees, contractors, subcontractors, agents, representatives and servants from and against any loss, cost, damage, and expense of whatever kind, including, but not limited to, the cost of obtaining any authorizations required to relocate the Facilities (collectively "Claims"), arising directly or indirectly from (a) the Work, (b) the use or occupancy of the New Facility Location, or (c) Requestor's failure to perform under this Agreement. This indemnification will be limited to such claims or damages that arise from the sole or partial negligence, actions, or inaction of the Requestor or Requestor's affiliates, employees, invitees, contractors, subcontractors, agents, representatives, and servants. Requestor reserves any immunities or defense to which it is entitled by law. The provisions of this paragraph (6) shall survive the performance of the Work and any termination of this Agreement.
- (7) CenturyLink shall obtain and maintain during the course of the Work, the following insurance: (a) Commercial General Liability (for bodily injury) with combined single limit of not less than \$5,000,000.00 each occurrence or its equivalent; (b) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident; and (c) Automobile Liability including coverage for owned/leased, non-owned



or hired automobiles with combined single limit of not less than \$1,000,000.00 each accident.

- (8) The execution of this Agreement by the parties' representatives and their performance hereunder (a) has been duly authorized by requisite action, (b) will not require any additional approval on the part of the parties, and (c) will not violate any provision of law, any regulation or any contract or other obligation and as set out in Section (6).
- (9) This Agreement constitutes the complete legal, valid, and binding obligation of the parties hereto with regard to the Work and relocation of the Facilities and is enforceable against the parties in accordance with the terms hereof. Except to the extent herein provided, no amendment, supplement, modification, or termination of this Agreement shall be enforceable unless executed in writing by both parties.
- (10) If any part of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, the court shall interpret the terms hereof to give the greatest effect to the parties' intentions in entering into this Agreement.
- (11) This Agreement shall be construed under the laws of the State in which the Facilities are located and venue shall only be in the Circuit Court of Jackson County, Missouri, Independence courthouse.
- (12) This Agreement shall become effective on the date signed by Requestor.

Please acknowledge your acceptance of the foregoing terms and conditions by signing this Agreement and delivering a check in the amount set forth above to the undersigned. CenturyLink will countersign this Agreement and thereafter work with underlying property owner or governing locality to coordinate a construction start date and the times for performing the Work.

Sincerely,

Derek Broeker

RELO PM  
Dept: Relocations  
1025 Eldorado Blvd.  
Broomfield, CO 80021-8254  
Derek.broeker@centurylink.com



APPROVED AND AGREED TO:  
CenturyLink Communications, LLC

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

APPROVED AND AGREED TO:  
City of Lee's Summit

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_








**Exhibit B**

Plan for protection, adjustment or relocation of Facilities



**Exhibit C**

**(Cost Breakdown and Remittance Information)**

 <b>CenturyLink®</b>	<b>Relocation Project Cost Estimate - URA</b>
<b>Relocation Project Tracking #:</b>	<b>120391</b>
<b>FW Project Name:</b>	<b>RELO GL 120391 MO : 11001-D, Chipman Rd (Lees Summit, MO)</b>
<b>Customer Name:</b>	<b>City of Lee's Summit</b>
<b>Internal Project Code</b>	<b>N.552214.C.28</b>
<b>GL Code:</b>	<b>82422200</b>
<b>Construction Netbuild #:</b>	<b>N498956</b>
<b>Legacy Network Builder:</b>	<b>CenturyLink Communications LLC</b>
<b>RELO PM Contact Info:</b>	<b>Derek Broeker; 636-887-4747</b>
<b>Invoice Number:</b>	<b>RELO_115-190035</b>
<b>Customer Number:</b>	
<b>Description</b>	<b>Cost</b>
Outside Plant Construction / Materials	\$85,145.60
Engineering / Inspection	\$14,160.00
Fiber Optic Cable Purchased	\$63,250.00
Fiber Optic Testing / Splicing	\$9,272.22
Special Permits / RR / Traffic Control	
<b>Subtotal:</b>	<b>\$171,827.82</b>
Internal Cost Percentage	30.40%
CenturyLink Internal G&A Cost	\$52,235.66
<b>Total payment due:</b>	<b>\$224,063.48</b>

**General instructions for requestor:**

1. Agreement must be scanned back in color to RELO PM – via email for counter execution.
2. Please do not mail agreement as I am remote, and this may delay your project timeline in final execution.
3. Either the CenturyLink or Level 3, W-9 is included as page 2 of the invoice for your Accounts Payable team use and check payable info.
4. Please scan/email a copy of your check to [derek.broeker@centurylink.com](mailto:derek.broeker@centurylink.com) RELO PM, before mailing.
5. Please remit copy of this invoice with your payment. Place both into a UPS letter envelope, affix provided prepaid label and drop at any UPS collection site.

**Remit copy of invoice with payment via prepaid UPS return service label to:**

CenturyLink Communications  
 Attn: Ashley Tran; 4000-41C-301 / RELO  
 1025 Eldorado Blvd.  
 Broomfield, CO 80021



## Packet Information

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**File #:** TMP-1275, **Version:** 2

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An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Olsson and Associates, in an amount not to exceed \$208,456.00 for Professional Engineering Services for Stormwater-SW Lea Drive (RFQ NO. 543-32272A).

### Issue/Request:

An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Olsson and Associates, in an amount not to exceed \$208,456.00 for Professional Engineering Services for Stormwater-SW Lea Drive (RFQ NO. 543-32272A).

### Key Issues:

- Staff has identified twelve (12) locations in the City where structural flooding occurs.
- These projects are funded from the Capital Projects Sales Tax Fund (322) that was approved by the voters in April 2017 and became effective April 1, 2018.
- City Staff Issued RFQ No. 543-32272 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement policies
- A total of four different firms were selected to work on the projects. Olsson and Associates was determined to be the most qualified for the SW Lea Drive location and satisfactorily conducted negotiations for scope and fee with City Staff.

### Proposed Committee Motion:

I move to recommend to the City Council approval of an Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Olsson and Associates, in an amount not to exceed \$208,456.00 for Professional Engineering Services for Stormwater-SW Lea Drive (RFQ NO. 543-32272A).

Background:

The primary purpose for this project is to address structural flooding of the properties along SW Lea Drive. Initially, Olsson will conduct a preliminary study and evaluate alternatives. Alternatives will include - culvert improvements to the Ward Road culvert, enclosed system improvements at Lea Drive, stream improvements, channel improvements, combination, and property buyout. The most cost-effective and advantageous alternative will be chosen.

Impact/Analysis:

This is a modification to the City's standard agreement between the City and a consulting engineering firm with regard to engineering services. The Law department has reviewed the agreement and has approved of the changes. This agreement will allow Olsson to provide engineering services to the City.

Timeline:

Start Design: Summer 2019

Finish Design: Winter 2020

Construct: 2021 Construction Season

Other Information/Unique Characteristics:

RFQ No. 543-32272A was publicly advertised starting February 28, 2019. The RFQ combined 12 small projects, NE Maple Street, SW Pinnell Circle, SE Hackamore Drive, SW 34<sup>th</sup> Street, SW Lea Drive, SW Blazing Star Drive, NE Delta School Road, SE Bingham Drive, SE Brentwood Drive, SW Lakeview Boulevard, SE Grand Avenue, SW Secretariat Drive in the submittal. The RFQ was advertised using the City's web site and [www.PublicPurchase.com](http://www.PublicPurchase.com) to notify potential vendors. Fifty-one potential vendors viewed the RFQ, and 17 firms submitted responsive qualification submittals by the March 25, 2019 closing date. Firms were selected based on submittals and no interviews were conducted. From that list of 17, four firms were selected. *Olsson and Associates* was selected for Stormwater - SW Lea Drive.

Karen Quackenbush, Senior Staff Engineer

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Olsson and Associates, in an amount not to exceed \$208,456.00 for Professional Engineering Services for Stormwater-SW Lea Drive (RFQ NO. 543-32272A).

Committee Recommendation: [Enter Committee Recommendation text Here]



AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND OLSSON AND ASSOCIATES, IN AN AMOUNT NOT TO EXCEED \$208,456.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER – SW LEA DRIVE (RFQ NO. 543-32272A).

WHEREAS, City intends to have engineering services for the Stormwater – SW Lea Drive Project (hereinafter “Project”); and,

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

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

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

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

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

SECTION 1. That the Public Works Committee of the City of Lee's Summit, Missouri hereby approves an agreement for professional engineering services for Stormwater – SW Lea Drive with Olsson and Associates, for a not to exceed amount of \$208,456.00.

SECTION 2. That the Public Works Committee of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with Olsson and Associates for professional engineering services contained in an agreement for Stormwater – SW Lea Drive, for a not to exceed amount of \$208,456.00, said agreement being attached hereto and is incorporated by reference as if fully set forth herein.

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

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR Stormwater – SW Lea Drive (RFQ NO. RFQ NO. 543-32272A)**

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

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for Stormwater – SW Lea Drive (hereinafter "Project"); and

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

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

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

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

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

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

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

***See Attachment A***

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

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

***There are no optional services***

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

City shall provide the following services to Engineer:

1. Make available all project information in the City's possession, including reports, drainage studies, as-built plans, and City utility locations, sizes and materials.
2. Make provisions for the Engineer and surveying subconsultant to enter property for the performance of this scope of services.
3. Obtain Ownership & Encumbrance Documents from a Title Company, for select properties designated by the Engineer.
4. Provide a timely review of all submittals.
5. Perform appraisals and negotiate with property owners for acquiring permanent and temporary construction easements for this Project.
6. Provide EJCDC Contract Documents and Division One – Special Contract Provisions.
7. Pay any fees associated with permits.
8. Advertise and obtain bids for the project.
9. Provide on-site construction observation and construction contract administration.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of Two Hundred and Eight Thousand and Four Hundred and Fifty-Six Dollars (\$208,456.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of Two Hundred and Eight Thousand and Four Hundred and Fifty-Six Dollars (\$208,456.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Zero Dollars (\$0.00).

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

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

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

## **ARTICLE V COMPLETION TIME**

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

***See Project Schedule of Attachment A***

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

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

## **ARTICLE VI INSURANCE**

A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the



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

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

Limits:

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

Policy must include the following conditions:

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

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

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

Limits:

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

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

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

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's liability program will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.

4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

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

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

modifications thereto, is not increased. For purposes of this subsection, an “emergency” shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

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

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
  - 1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  - 2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City’s reasonable cost to mitigate or correct the effects of such termination.
  - 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER:** Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No

approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.

- H. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. ENGINEER'S ENDORSEMENT: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. LIMITATION OF LIABILITY: In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. PROFESSIONAL RESPONSIBILITY: Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.

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

attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

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

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

and notices to Engineer shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Reserved.

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

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

**CITY OF LEE'S SUMMIT**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**ENGINEER:**

*Brent Johnson*

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BY: Brent Johnson, PE

TITLE: Vice President

ATTEST:

*Chad Johnson*

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BY: Chad Johnson, PE

TITLE: Vice President



# **Attachment A**

## **Scope of Services**

### **Stormwater - SW Lea Drive**

#### **General project description and scope of services (defined in more detail below):**

This project is comprised of the scope of services as outlined below:

#### Base Scope of Services

The project will improve Cedar Creek from approximately 500 feet upstream to 500 feet downstream of Ward Road, including improvements to the culverts under Ward Road. The project includes potential improvements to an enclosed system, with potential improvements running from the outfall near 1007 SW Lea Drive approximately 350 feet north to an open channel. The project will address elevated flood risk to seven properties along SW Lea Drive east of Ward Road, along with overtopping of Ward Road, to meet current flood protection guidance in a 1% chance and more frequent event. The project will address ongoing bank erosion on the west side of Ward Road. Work required for this project includes surveying; preparing easement documents, property tract map exhibits; preliminary engineering study; hydrologic and hydraulic analysis of the open stream and enclosed system; and design of culvert and stream improvements.

### **DETAILED SCOPE OF SERVICES**

#### **STUDY PHASE**

##### **DATA COLLECTION AND PROJECT KICK-OFF MEETING**

1. The City will provide the design consultant with as-built drawings, existing studies, aerial photos, GIS data, and other information upon the notice to proceed and prior to the kick-off meeting.
2. Project Kickoff Meeting - Project Manager will meet with the City to discuss project and information disseminated from the City provided information. The goal of the kickoff meeting is to discuss the stream and culvert alternatives and discuss the overall objectives, key stakeholders, key milestones, and other important information with the City.

##### **TOPOGRAPHIC SURVEY**

1. Coordinate with utility locators and Missouri One-Call to identify the existing utilities within the extended project limits. Locate all field marks (paint and flags).
2. Coordinate Topographic Field Survey:
  - a. Establish Horizontal Control Points. Horizontal Project Datum will be referenced to Missouri State Plane Coordinate System NAD 1983 (HARN Adjustment), West Zone.
  - b. Establish Vertical Project Benchmarks. Vertical Project Datum will be referenced to North American Vertical Datum 1988 (NAVD88).
  - c. Conduct Topographic Survey:
    - i. Design Topography Survey for the project will include field location of all topographic elements determined critical to the design. Low opening and garage floor elevations will be included. Utilities will be shown as marked by Missouri One-Call locators, and supplemented with available mapping.
    - ii. Flow lines and pipe size and material on all storm and sanitary sewer pipes and structures located within the survey limits.
    - iii. Survey limits will be along the existing channel from 500 feet upstream of Ward Road to 500 feet downstream of Ward Road. On the east side of Ward Road, survey will generally extend from the residences along the north side of the channel to approximately 50 feet south of the channel. On the west side of Ward

Road, survey will extend from the north bank of the channel south to the rear lot lines of existing residential lots. Ward Road will be surveyed to connect to the limits on each end, and survey limits will be widened adjacent to Ward Road to ensure adequate survey to tie in grading at Ward Road. The enclosed system will be surveyed from the outfall north approximately 350 feet to an existing open channel, including a 30' ground strip centered on the enclosed pipe along the entire length.

3. Gather base mapping for supplementing the Field Surveys.
4. Determine approximate elevations of existing utilities based on standard bury depths. Complete Vacuum Excavation in up to 8 locations to locate underground utilities at critical locations, and field survey the horizontal and vertical location of the top of the utility at that location.
5. Coordinate miscellaneous field check of existing planimetric base map for accuracy.

#### PRELIMINARY ENGINEERING STUDY (PES)

1. Utilize current effective HEC-RAS model provided by the City.
2. Develop an existing conditions model utilizing available GIS data, field survey data, and other available data.
3. Complete an evaluation of up to three alternatives to address 1% chance flood levels that inundate houses and overtop Ward Road. Provide improvements to meet current Lee's Summit freeboard/flood protection requirements in the 1% chance and more frequent storms.
4. Alternatives evaluated will include a house buyout option with a proposed park improvement, a culvert replacement option with stream improvements, and potentially one other hybrid alternative.
5. Provide a summary report of the Preliminary Engineering Study documenting the data and models used, analysis, results, permitting needs, and recommendations, including costs for each alternative.
6. Review a draft with City staff and finalize recommended improvements for design.

#### GEOTECHNICAL EXPLORATION

1. The design consultant will perform borings at three (3) selected locations. These borings will be advanced to depths of 15 feet each or to practical auger refusal, whichever occurs first. Samples will be obtained using split barrel or thin walled tube sampling techniques at 2.5-foot intervals in the upper 5 feet and at 5 foot intervals thereafter in each of these borings.
2. The design consultant will visually observe the samples. Proposed laboratory testing will include visual soil classification, unconfined compression tests, density tests, moisture content tests, and up to four (4) Atterberg limits tests.
3. Upon completion of the laboratory testing program, the design consultant will prepare a geotechnical engineering report for the project. The report will contain a discussion of the subsurface soil and bedrock conditions encountered and will provide RCB subgrade preparation recommendations and recommended soil design parameters and lateral earth pressures for retaining wall design.

#### BASE MAP CREATION

1. Coordinate and manage survey tasks to maintain schedule and completion of a survey planimetric base map and tin model (DTM) with field data according to design consultant standards.
2. Create 3D TIN of survey data to represent existing ground in electronic format.
3. Review and correlate Title Reports for their content and completeness.

4. Research and field locate found monumentation, Land Section Corners, and physical evidence to assist in the preparation of the ownership map.
5. Prepare existing ownership and right-of-way base map by utilizing title reports (provided by City), recorded plats acquired from the county courthouse, and processed field data.

#### CONCEPT PUBLIC MEETING

1. Public meeting preparation including exhibits, comment forms, sign in sheets, name tags, current exhibits showing concept improvements. This meeting will be an open house style meeting. The City will prepare and mail invitations.
2. Project manager and one design personnel will attend the public meeting.

#### **PRELIMINARY DESIGN (ASSUMES CHANNEL/CULVERT IMPROVEMENTS FROM PES)**

##### 60% STORM DRAINAGE IMPROVEMENT DESIGN

1. Prepare cover sheet.
2. Prepare channel typical sections.
3. Prepare channel/culvert plan and profiles.
4. Design Channel Improvements and Bank Stabilization.
5. Design storm sewer for enclosed system on SW Lea Drive east of Ward Road.
6. Design Culverts, headwalls/wingwalls, roadway replacement.
7. Prepare Phasing Plan.
8. Refine preliminary three-dimensional grading model and make adjustments to slopes as needed to minimize impacts to adjacent structures, yards, and trees.
9. Prepare 60% design construction cost estimate.
10. Submit 60% plans to City Staff for approval.
11. Attend review meeting.

#### UTILITY COORDINATION

1. Obtain mapping from each utility company.
2. Identify utility conflicts and coordinate with utility companies to develop relocation concepts.
3. Develop utility coordination plans.
4. Create and maintain utility relocation schedule.

#### PREPARATIONS OF LEGAL SURVEY DESCRIPTIONS AND PARCEL EXHIBITS

1. Prepare survey descriptions for proposed Right-of-way, Permanent Drainage Easements, Temporary Construction Easements, and other easements necessary to construct the project. It is estimated that there will be survey descriptions for 12 tracts necessary for acquisition process by others.
2. Preparation and review of the survey exhibit maps outlining the Right-of-way, Permanent Drainage Easements, Temporary Construction Easements necessary to construct the project. The survey exhibit maps will be prepared according to City standards and created as a color plot. One (1) survey exhibit map will be prepared for each parcel along project limit corridor. The survey exhibit maps and survey descriptions will be utilized for acquisition process by the City's ROW agent Curt Powelson.
3. Stake takings for condemnation hearing, if necessary.

#### 60% PLANS PUBLIC MEETING

1. Public meeting preparation including exhibits, comment forms, sign in sheets, name tags, current plan sets. This meeting will be an open house style meeting. The City will prepare and mail invitations.
2. Project Manager and two design personnel will attend the public meeting.

## **FINAL DESIGN**

### **ENVIRONMENTAL COORDINATION**

1. Complete an evaluation of Waters of the US that could be potentially impacted by the project.
2. After Preliminary Design is complete, prepare and submit a Nationwide Permit Application to the US Army Corps of Engineers for concurrence that the project will meet applicable CWA Section 404 and 401 requirements.

### **FINAL PERMITTING**

1. Complete CLOMR Application and submit to FEMA.
2. Complete Floodplain Development Permit application for City of Lee's Summit, including a no-rise certification.
3. Complete SWPPP and provide information for City reporting to MDNR.
4. Provide information and support for other City permit authorizations, as needed.

### **FINAL STREAM/CULVERT DESIGN**

5. Complete final design and plans for culverts, channel, and enclosed system improvements.
6. Complete design for erosion and sediment control, traffic control, surface and road restoration, and other required details.
7. Prepare the Project Manual utilizing available City standard contract documents adapted to and combined with project specific requirements and job special provisions
8. Prepare final design construction cost estimate.
9. Submit final plans, specifications, and engineers estimate to City Staff for approval.

### **UTILITY COORDINATION**

1. Identify utility conflicts and coordinate with utility companies to develop final relocation plans.
2. Develop final utility coordination plans.
3. Create and maintain utility relocation schedule.
4. Stake right of way and easement limits for utility relocations.

### **LOMR**

1. Complete as-built verification survey.
2. Prepare and submit LOMR application. Assist City with public notifications.
3. Respond to questions from FEMA.

## **BIDDING PHASE**

1. Submit electronic files of the bid set to the City
2. Answer Contractor questions during the bid period and prepare written addenda to the bidding documents.
3. Attend and prepare for the pre bid meeting and prepare minutes.
4. Attend bid letting and assist the City in analyzing bids and making recommendations.

## **PROJECT DELIVERABLES**

### Study Phase

- One hard copy and one .pdf copy of the Preliminary Engineering Study
- One hard copy and one .pdf copy of the Geotechnical Report

### Preliminary Design

- One full size, one half size, and one .pdf copy of Preliminary Plans for review
- One hard copy and one .pdf of Preliminary Opinion of Probable Construction Costs
- One hard copy and one .pdf copy of the survey exhibit map and easement description for each tract
- One .pdf copy of all Title Reports
- One .pdf copy of utility maps provide by utilities

### Final Design

- One full size, one half size, and one .pdf copy of Draft Final Plans for review
- One full size, one half size, and one .pdf copy of sealed Final Plans
- One hard copy and one .pdf of Final Opinion of Probable Construction Costs
- One hard copy and one .pdf of CWA Section 404 submittal
- One hard copy and one .pdf copy of the CLOMR and LOMR applications
- One hard copy and one .pdf copy of the Project Manual (including SWPPP and job special provisions)

### Bidding Phase

- Copies in .pdf format of plans or specifications, as needed.

### Option Services

- Plans and job special provisions consistent with preliminary design and final design submittals

## **PROJECT SCHEDULE**

Assumes Notice to Proceed on or before July 24 , 2019.

August 16, 2019 – Skeleton Survey Complete for PES

September 12, 2019 – Draft Preliminary Engineering Study Complete

October 9, 2019 – Field Survey Complete

December 12, 2019 – Preliminary Plans submitted to City for Review

March 12, 2020 – Easement survey exhibit maps and descriptions submitted to City

April 30, 2020 – Final Plans submitted to City for Review

July 30, 2020 – Final Construction Plans and job special provisions submitted to City.

### **This scope of services was prepared based on the following assumptions:**

1. General
  - a. No federal funding is associated with this project.
  - b. All plan sets submitted are full-size (22"x34"), and half-size (11"x17") black and white plans on bond.
  - c. Permit fees for city, state, and federal permits will be paid directly by City.
  - d. City will agree to allow geotechnical access and right of entry to necessary areas via City rights-of-way, subject to City right of way and traffic control permits.

- e. Design consultant electronic release contract shall be signed by non-City entities receiving CAD files.
  - f. All available as-built drawings, existing studies, aerial photos, and other information will be delivered to design consultant upon the notice to proceed and prior to the kick-off meeting.
2. Standards
    - a. The stream, culvert, and storm sewer design will follow the City's Design and Construction Manual, supplemented by APWA – Kansas City Specifications and Standard Plans or MoDOT standards and specifications.
    - b. No specific plan format or CAD workspace is required.
  3. Surveys
    - a. City will provide current electronic CAD/GIS data including aerials, contours and available planimetrics, as well as current available floodplain data (modeling, digital GIS layers, etc.).
    - b. City ROW Agent, Curt Powelson, to provide Title Reports for an estimated 12 parcels.
  4. Environmental
    - a. The City will be responsible for all permit and mitigation fees, if required.
    - b. This scope assumes the work for the project will be covered under a Nationwide Permit. An Individual Permit can be provided for a supplemental fee.
  5. Waterline and Sanitary Sewer
    - a. No water relocations are anticipated. Sanitary Sewer Relocation needs, if any, will be determined at a later date.
  6. Design Consultant Project Management
    - a. Coordination with City staff will take place on a continual basis via phone conversations, emails, and meetings.
  7. Construction services are not included in this scope of services and will be negotiated at a future date.
  8. Irrigation restoration plans are not included.
  9. USACE Nationwide permit is assumed for the work.
  10. City to pay all permit fees and FEMA submittal fees related to the project.
  11. Condemnation preparation and total takings are not included in this scope of services and may be added to the scope and fee at a future date if required.
  12. Property acquisition services are not included in this scope of services.

## **END OF SCOPE**

EXHIBIT A

**OLSSON BILLING RATE SCHEDULE**

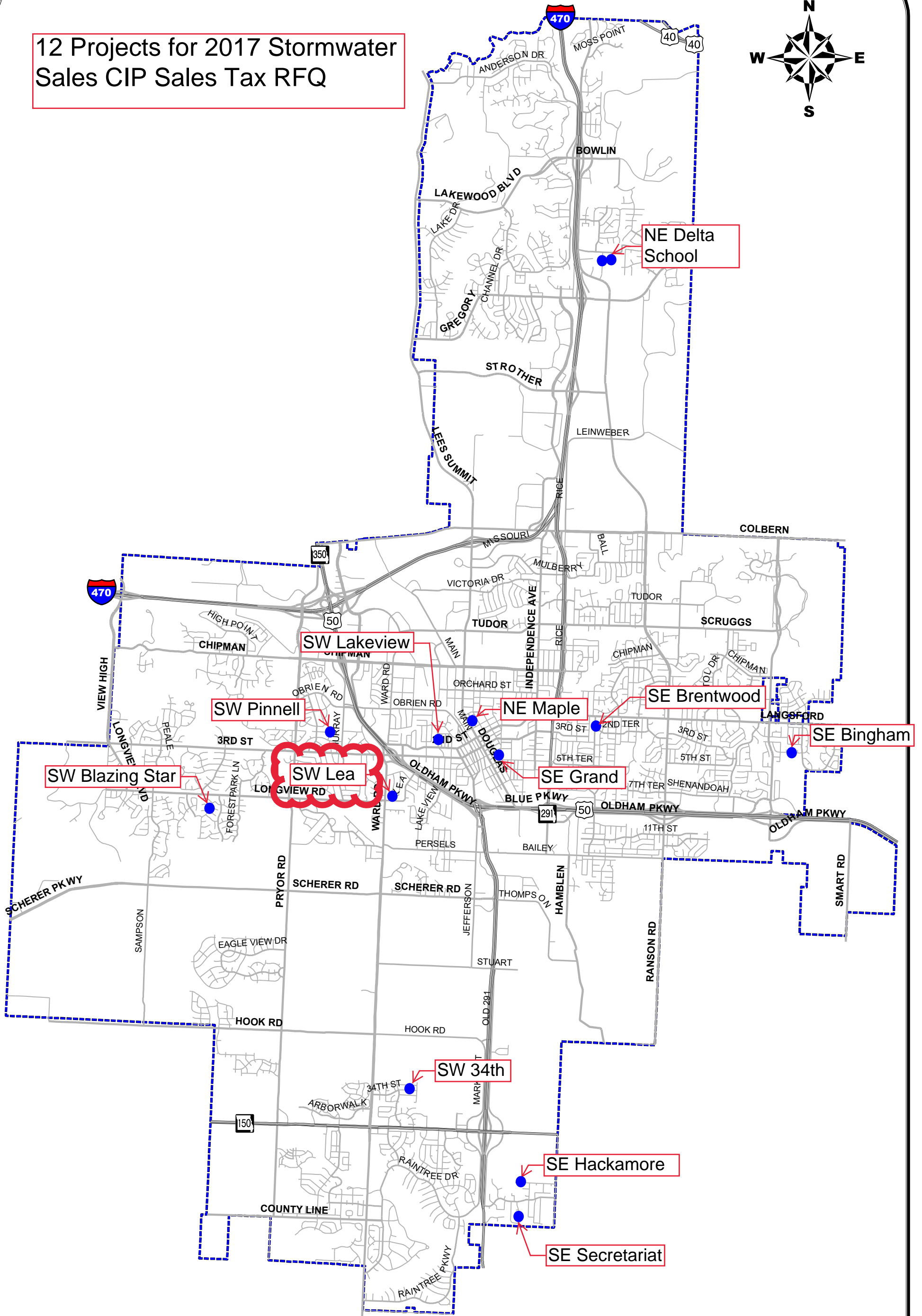
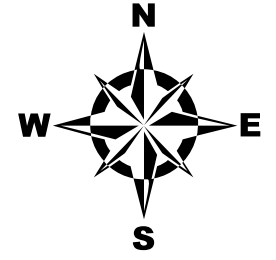
**2019 LABOR RATES**

<u>Description</u>	<u>Range</u>
Principal.....	109 - 381
Project Manager.....	103 - 189
Project Professional.....	94 - 168
Assistant Professional.....	47 - 143
Designer.....	84 - 178
CAD Operator.....	32 - 116
Survey.....	43 - 171
Construction Services.....	40 - 189
Administrative/Clerical.....	29 - 130

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule

12 Projects for 2017 Stormwater Sales CIP Sales Tax RFQ





## Packet Information

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**File #:** TMP-1276, **Version:** 2

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An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Intuition & Logic Inc., in an amount not to exceed \$79,777.20 for professional engineering services for stormwater - SE Hackamore Drive & SE Secretariat Drive (RFQ NO. 543-32272B).

Issue/Request:

An ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Intuition & Logic Inc., in an amount not to exceed \$79,777.20 for professional engineering services for stormwater - SE Hackamore Drive & SE Secretariat Drive (RFQ NO. 543-32272B).

Key Issues:

- Staff has identified twelve (12) locations in the City where structural flooding occurs.
- These projects are funded from the Capital Projects Sales Tax Fund (322) that was approved by the voters in April 2017 and became effective April 1, 2018.
- City Staff Issued RFQ No. 543-32272 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement policies
- A total of four different firms were selected to work on the projects. Intuition & Logic Inc was determined to be the most qualified for the SE Hackamore Drive and SE Secretariat Drive locations and satisfactorily conducted negotiations for scope and fee with City Staff.

Proposed Committee Motion:

I move to recommend to the City Council approval of an ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Intuition & Logic Inc., in an amount not to exceed \$79,777.20 for professional engineering services for stormwater - SE Hackamore Drive & SE Secretariat Drive (RFQ NO. 543-32272B).

Background:

The primary purpose for this project is to address structural flooding of properties along SE Hackamore Drive and SE Secretariat Drive. Intuition & Logic Inc. will conduct a preliminary study and evaluate alternatives. Alternatives could include but are not limited to enclosed system improvements, stream improvements, channel improvements, flood proofing, property

buyout, or a combination of solutions. The most cost-effective and advantageous alternative will be chosen. Due to the variability of possible solutions, the scope and fees for professional services related to design development, permitting, preparation of plans, specifications and contract documents for use in bidding and construction will be negotiated in a future modification to this contract once a solution is identified.

Impact/Analysis:

This is the City's standard agreement between the City and a consulting engineering firm with regard to engineering services. This agreement will allow Intuition & Logic Inc. to provide engineering services to the City.

Timeline:

Start: Summer 2019

Finish: Winter 2020

Construct: 2021 Construction Season

Other Information/Unique Characteristics:

RFQ No. 543-32272 was publicly advertised starting February 28, 2019. The RFQ combined 12 small projects, NE Maple Street, SW Pinnell Circle, SE Hackamore Drive, SW 34<sup>th</sup> Street, SW Lea Drive, SW Blazing Star Drive, NE Delta School Road, SE Bingham Drive, SE Brentwood Drive, SW Lakeview Boulevard, SE Grand Avenue, SW Secretariat Drive in the submittal. The RFQ was advertised using the City's web site and [www.PublicPurchase.com](http://www.PublicPurchase.com) to notify potential vendors. Fifty-one potential vendors viewed the RFQ, and 17 firms submitted responsive qualification submittals by the March 25, 2019 closing date. Firms were selected based on submittals and no interviews were conducted. From that list of 17, four firms were selected. Intuition & Logic Inc. was selected for SE Hackamore Drive and SE Secretariat Drive.

Karen Quackenbush, Senior Staff Engineer

Recommendation: Staff recommends approval of an ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Intuition & Logic Inc., in an amount not to exceed \$79,777.20 for professional engineering services for stormwater - SE Hackamore Drive & SE Secretariat Drive (RFQ NO. 543-32272B).

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. XX-XX**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND INTUITION & LOGIC, INC., IN AN AMOUNT NOT TO EXCEED \$79,777.20 FOR PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER – SE HACKAMORE DRIVE & SE SECRETARIAT DRIVE PROJECTS (RFQ NO. 543-32272B).

WHEREAS, City intends to have engineering services for Stormwater – SE Hackamore Drive & SE Secretariat Projects (hereinafter “Project”); and,

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

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

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

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

NOW THEREFORE, 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 Agreement for professional engineering services with Intuition & Logic Inc., for a not to exceed amount of \$79,777.20.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with Intuition & Logic Inc. for the services contained in the Agreement, for a not to exceed amount of \$79,777.20. Said contract is on file with the City of Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

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Mayor *William A. Baird*

ATTEST:

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City Clerk *Trisha Fowler Arcuri*

**BILL NO. XX-XX**

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR STORMWATER – SE HACKAMORE DRIVE & SE SECRETARIAT DRIVE (RFQ  
NO. 543-32272B)**

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

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for STORMWATER – SE HACKAMORE DRIVE & SE SECRETARIAT DRIVE (hereinafter "Project"); and

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

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

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

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

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

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

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

***See Attachment A***

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

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

THERE ARE NO OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER FOR THIS CONTRACT.

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

City shall provide the following services to Engineer:

City Services

The City will cooperate fully with the Engineer in the development of the project, including the following:

- 1.5.1 Make available all information pertaining to the project which may be in the possession of the City.
- 1.5.2 Provide the Engineer with the City’s requirements for the project.
- 1.5.3 Contact affected residents to inform them of the project and make provisions for the Engineer to enter upon property at the project site for the performance of his duties.
- 1.5.4 Provide Group Meeting location and changeable message signs (if needed) for public engagement meetings.
- 1.5.5 Examine all studies and layouts developed by the Engineer, obtain reviews by staff, and render decisions thereon in a prompt manner so as not to delay the Engineer.
- 1.5.6 Designate a City’s employee to act as City’s Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the City’s policies and render decisions with respect to matters covered by this agreement.
- 1.5.7 Perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.
- 1.5.8 On-site construction observation and construction contract administration.
- 1.5.9 Advertise and obtain bids for the project including distribution of plans and specifications.
- 1.5.10 Waive any City fees/permits to Engineer, or its consultants relative to this project.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of

Seventy Nine Thousand Seven Hundred Seventy Seven Dollars and Twenty Cents (\$79,777.20), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of Seventy Nine Thousand Seven Hundred Seventy Seven Dollars and Twenty Cents (\$79,777.20).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Zero Dollars (\$0).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
  1. Project Name/Task Name/RFP Number/Description of Agreement.
  2. Invoice Number and Date.
  3. Purchase Order Number issued by City.
  4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
  5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
  6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

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

**ARTICLE V  
COMPLETION TIME**

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

Project Phase	Begin Date (Mo/Yr)	Completion Date (Mo/Yr)
Consultant Selection	April 2019	May 2019
Mail Survey Letters	July 2019	July 2020
City to contact residents	July 2019	July 2019
Conduct Survey/Gather Information	July 2019	September 2019
H&H modeling	October 2019	December 2019
Evaluate Alternatives	January 2019	January 2019
Begin Phase 2	February 2020	

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

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

**ARTICLE VI  
INSURANCE**

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



the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

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

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

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

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

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

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

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

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

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

Limits:

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

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

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

J. **GENERAL INSURANCE PROVISIONS**

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

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

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

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation

of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

- E. TERMINATION: In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
  - 1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of

City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.

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

their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.

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

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

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

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

and notices to Engineer shall be addressed to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

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

Reserved.

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

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

**CITY OF LEE'S SUMMIT**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**ENGINEER:**

\_\_\_\_\_  
BY: Mark Meyer  
TITLE: President

ATTEST:

\_\_\_\_\_

# Attachment A

## SE Hackamore Drive and SW Secretariat Drive

### Stormwater Improvement Project

#### Scope of Service

The purpose of the Phase 1 scope of services is to gather background information, develop practical alternatives, develop cost estimates and determine the recommended approach(es) to addressing the storm water flooding issues along SE Hackamore Drive and SW Secretariat Drive.

The Phase 2 and 3 scope of services will be developed after the Phase 1 services are completed. Phase 2 services will focus on Design Development, Permitting, Utility Coordination, Right Of Way and Public Involvement for the recommended alternative(s). Phase 3 services will focus on the preparation of design plans, specifications and CD's for use in bidding and construction.

#### 1.0 Surveying

Topographic surveying to support the Alternatives Analysis and hydraulic model development. The survey data will be tied to FEMA benchmarks for potential use in Phase 2 & 3 for Floodplain mapping and FEMA review.

##### 1.1 Resident Notification Letter

Send a notification letter to the affected residents in the project area.

##### 1.2 Low Sill Structure Survey

Define low sill elevation for habitable structures.

- SE Secretariat Dr from SE Saddlebrook to SE Citation St. (12 houses)
- 4320 to 4328 SE Canter Dr (3 houses)
- 216 & 220 SE Hackamore Dr. (2 houses)
- 213 & 217 Hackamore Dr. (2 houses)

##### 1.3 High Water Marks

Any high water marks observed at residential properties will be surveyed for use during model calibration and development. Historical high water elevations may also be surveyed after residential meetings if new data points are discovered from coordination with the residents. Due to the time since the most recent flood event, high water marks are anticipated to be staining or water lines along foundations.

##### 1.4 Hackamore Drive

Topographic survey of the existing storm sewer alignment including general surface grades, structure tops and flowlines and any utilities within 20 ft of the existing alignment of the enclosed system at 216 & 220 SE Hackamore Drive and the system between 201 & 205 SE Hackamore Drive. Survey the roadway centerline, edge of pavement and location of utilities within the road corridor of SE Hackamore Drive from 300 SE Hackamore Drive to 201 SE Hackamore Drive.

##### 1.5 Not Used

##### 1.6 Not Used

##### 1.7 Roadway Crossing Structure Survey

Define structure material, dimensions, low chord, piers, abutment walls, upstream and downstream flowlines and other geometric information to support hydraulic model development. Provide a road centerline profile approximately 500 ft long centered at the channel to identify overtopping elevations. Provide a cross section 10 ft upstream and 10 ft downstream of the abutment toe of slope at each crossing.

- SE Saddlebrook Dr



- Mandan Ln

1.8 Horizontal and vertical control – The horizontal datum reference shall be NAD83, GRS 80 spheroid. Horizontal projection shall be State Plane Mercator, Missouri West Zone 2403 feet. The vertical datum reference shall be NAVD88. The survey shall pick up any existing available FEMA reference control monuments in the project vicinity. Horizontal and vertical control datum references are per the Jackson County, Missouri FEMA Flood Insurance Study report dated January 20, 2017.

## 2.0 Alternatives Analysis

### 2.1 Background Data Collection and Analysis

Collect and analyze available GIS, profile, H&H and other data in advance of field data collection. Data may include, but is not limited to contour and topo data, as-builts, Rainfall Data, gage data, historical storm event elevations, GIS data and projection files with aerial photography as available, survey, boundary and utility information, Geotechnical information, CITY, County and other reports, complaint logs and other available background.

- Submit FEMA data request for available effective hydraulic model and supporting survey and hydrologic backup.
- Submit SEMA data request for available effective hydraulic model.
- Information on historical flood elevations at residential properties will be collected during the resident meetings, refer to the Public Engagement Section.

### 2.2 Resident Flood History

I&L will coordinate with each affected resident requesting any available information regarding flooding history on the resident's property. Refer to the Public Engagement section. I&L will collect, review and evaluate the available resident flood history information. The flood history information will be used during the hydraulic model calibration.

### 2.3 Hydrologic and Hydraulic Data

I&L will prepare an existing conditions model from the effective FEMA model, survey data and available GIS or other topo data for use in analysis and design. I&L will develop site hydrology using HEC-HMS and following TR-55 curve number method by delineating the watershed, developing flow paths, determining impervious and canopy, determining soil type, and initial abstractions. I&L will evaluate other runoff hydrograph methods to best represent the watershed.

#### 2.3.1 Hydrologic Data Development

Tributary G1 - I&L will develop site hydrology using HEC-HMS and following TR-55 curve number method by delineating the watershed, developing flow paths, determining impervious and canopy, determining soil type, and initial abstractions. The drainage areas and contributing flows for Tributary West and Tributary East will be determined. I&L will evaluate other runoff hydrograph methods to best represent the watershed. These may include USGS regression equation; basin lag and synthetic unit hydrograph.

Hackamore Drive – I&L will develop inlet hydrology and flowrates for the enclosed systems on Hackamore Drive to support the hydraulic evaluation and alternatives.

#### 2.3.2 Hydraulic Data Development

I&L will prepare an existing conditions hydraulic model using HEC-RAS hydraulic modeling software for channels, HY8 for culverts, and IntelliSOLVE Storm Sewer for enclosed system

components. The HEC-RAS model will be developed from the effective FEMA model, survey topo data and available CITY GIS or other topo data. Hydraulic roughness parameters will be determined during the initial field visit observations.

1. Obtain Effective Model from FEMA
2. Duplicate Effective Model
  - a. The duplicate effective model is a copy of the hydraulic analysis used in the effective FIS, referred to as the effective model. The effective model should be obtained and then reproduced on the requester's equipment to produce the duplicate effective model. This is required to ensure that the effective model's input data has been transferred correctly to the requester's equipment and to ensure that the revised data will be integrated into the effective data to provide a continuous FIS model upstream and downstream of the revised reach.
3. Corrected Effective Model
  - a. The Corrected Effective Model is the model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model. The Corrected Effective Model must not reflect any man-made physical changes since the date of the effective model. An error could be a technical error in the modeling procedures, or any construction in the floodplain that occurred prior to the date of the effective model but was not incorporated into the effective model.
4. Existing or Pre-Project Conditions Model
  - a. The Duplicate Effective Model or Corrected Effective Model is modified to produce the Existing or Pre-Project Conditions Model to reflect any modifications that have occurred within the floodplain since the date of the Effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model. The existing or pre-project model may be required to support conclusions about the actual impacts of the project associated with the revised or post-project model or to establish more up-to-date models on which to base the revised or post-project conditions model.
  - b. FEMA LiDAR data used in the effective study was 2ft DEM flown in Oct 2010. The effective model may not contain the new culvert configuration at SE Saddlebrook Dr. I&L will update the effective model using the 2018 LiDAR data and new survey data.
  - c. I&L will extend the effective model downstream of Mandan Ln and begin the model with the Lake Winnebago water surface elevations.

### 2.3.3 Model Calibration

I&L will use available rainfall data and high water marks for resident reported flood dates to recreate storm events in HEC-HMS. The resulting runoff will be routed through the existing conditions model to calibrate roughness coefficients.

- The date of the storm will be checked against the installation date of the new culvert at SE Saddlebrook Drive to verify the culvert configuration was current at the time of the event.
- The calibration event is anticipated to be the August 2017 event that had back to back 5" rainfall events. This event is likely to have the best high water mark records from the residents.

#### 2.3.4 Enclosed System Modeling

I&L will develop an existing conditions model in IntelliSOLVE Hydraflow Storm Sewers of the enclosed system running between 216 & 220 SE Hackamore Drive and the system between 201 & 205 SE Hackamore Drive. The modeling for each system will extend to the outfall into Tributary G1.

#### 2.3.5 Hydrologic & Hydraulic Data Design Memorandum

I&L will summarize the hydraulic data sources, methodology, calculations and results in a brief design memorandum. The memo will be in PDF format and submitted to the CITY via email.

#### 2.4 Field Data Collection

I&L will walk the project reach to evaluate site conditions, construction access locations, potential right of way/easement needs, and potential conflicts with utilities, driveways, other property amenities. I&L will collect data in GIS and photo document field visit and observations.

- This site visit will coincide with the Resident Group Meeting or individual follow up meetings. Refer to the Public Engagement section.

#### 2.5 Design Alternatives Analysis

The goal of the alternatives evaluation is to determine which alternative is the most practical method to address the flooding issues.

##### 2.5.1 Develop Practical Alternatives

I&L will develop alternative design approaches and determine most practical approach based on cost, disturbance, constructability, and others. Anticipated alternatives include the following, but others may be developed as well:

- Regional detention on Tributary East and/or Tributary West
- Flood proofing structures
- System Modifications – modifications to the open channel system to increase conveyance or storage.
- Upsizing the enclosed system at Hackamore
- A parallel enclosed system at Hackamore (multiple routes are possible)
- Other alternatives and combinations as identified in the analysis process

##### 2.5.2 Alternatives Modeling

I&L will evaluate the practical approaches using the appropriate software (HEC-HMS, HEC-RAS, IntelliSOLVE) to determine the alternative's effectiveness at eliminating flooding.

##### 2.5.3 Develop Schematic Costs

I&L will develop schematic (order of magnitude) first costs and lifecycle costs for each practical alternative.

#### 2.5.4 Analyze Alternatives

I&L will evaluate the advantages, opportunities and challenges of each practical alternative and coordinate with the CITY to determine the most practical and cost effective alternative for each site.

- A “Do Nothing” and “Buy-Out” option will be included in the Alternatives Analysis.

#### 2.5.5 Alternatives Analysis Result Summary

I&L will summarize the Alternatives Analysis process, results and recommendations in a summary memorandum. The memo will be in PDF format and submitted to the CITY via email for review and comment.

##### 2.5.5.1 Draft Alternatives Analysis Summary

I&L will summarize the Alternatives Analysis process, results and recommendations in a summary memorandum. The memo will be in PDF format and submitted to the CITY via email for review and comment. The memo is for internal use only and is intended to be a decision making tool and to document the process used.

##### 2.5.5.2 Incorporate Comments

I&L will incorporate CITY comments into the Alternatives Analysis Summary and submit the final version to the CITY in PDF format via email.

##### 2.5.5.3 Final Alternatives Analysis Summary

Upon receipt of final comments and conditional approval, I&L will submit the final Alternatives Analysis Summary to the CITY in PDF format via email.

#### 2.5.6 Approve Approach

The CITY will evaluate the alternatives analysis and discuss any questions or concerns until they have reach consensus on the approved approach. I&L will be available to the CITY as needed to provide input into these discussions. Anticipate 1 meeting with the City to review the Alternatives Analysis.

### 3.0 Public Engagement

I&L will hold one Group Meeting to inform residents about the project and coordinate directly with affected property owners as follows:

#### 3.1 Group Meeting

##### 3.1.1 Group Meeting Coordination

I&L will coordinate the Group Meeting date, time, location and advertising with the CITY. The CITY will provide the meeting location. I&L will mail the meeting notification letter to the affected residents. The letter will also include a brief survey questionnaire requesting any information regarding flooding history on the resident’s property. An online version of the questionnaire will also be prepared and a link provided in the letter.

- Develop Draft letter and submit to CITY for review and comment.
- Incorporate CITY comments
- Mail Approved Resident Survey Letter

##### 3.1.2 Prepare Group Meeting Presentation

I&L will prepare a brief presentation in Microsoft Power Point for use in presenting the project and setting expectations at the group meeting. I&L will email a PDF of the presentation to the CITY for review and comment and incorporate the CITY comments into the final documents prior to the meeting.

3.1.3 Open House Exhibits and Forms

I&L will prepare meeting exhibits illustrating the project reach for the resident's to identify historical flooding extents and locations. I&L will also have a GIS workstation available to record resident flood history observations. I&L will prepare sign in sheets, comment sheets and other meeting material as necessary. I&L will email a PDF of the exhibits, Agenda and Forms to the CITY for review and comment and incorporate the CITY comments into the final documents prior to the meeting.

3.1.4 Attend Group Meeting

I&L will attend the meeting with sufficient personnel to adequately staff the meeting and present the meeting material. The objective of the meeting is to discuss the project goals, process, set expectations and obtain available flood history information. Follow up meetings with affected residents may be scheduled during the group meeting discussions.

3.1.5 Group Meeting Summary

I&L will prepare meeting summary notes in PDF format and submit them to the CITY via email. I&L will incorporate any comments received from the CITY into the meeting notes.

3.2 Individual Resident Meetings

3.2.1 Owner Contact

I&L will prepare a follow up letter to residents that were unable to make the group meeting introducing the project and requesting a meeting to discuss any flood history on their property.

3.2.2 Coordination with Owners

I&L will coordinate and attend a meeting with property owners to discuss the project. I&L will discuss the property's flood history at the meeting to determine dates, elevations and if any high water marks are still visible that could be surveyed. If the owner cannot meet in person, I&L will coordinate with the owner by phone and/or email.

3.2.3 Coordination Summary

I&L will prepare meeting/communication summary notes in PDF format and submit them to the CITY via email.

- After the coordination is completed, I&L will have any newly identified high water marks surveyed.

# Intuition & Logic Profile

## Exhibit A

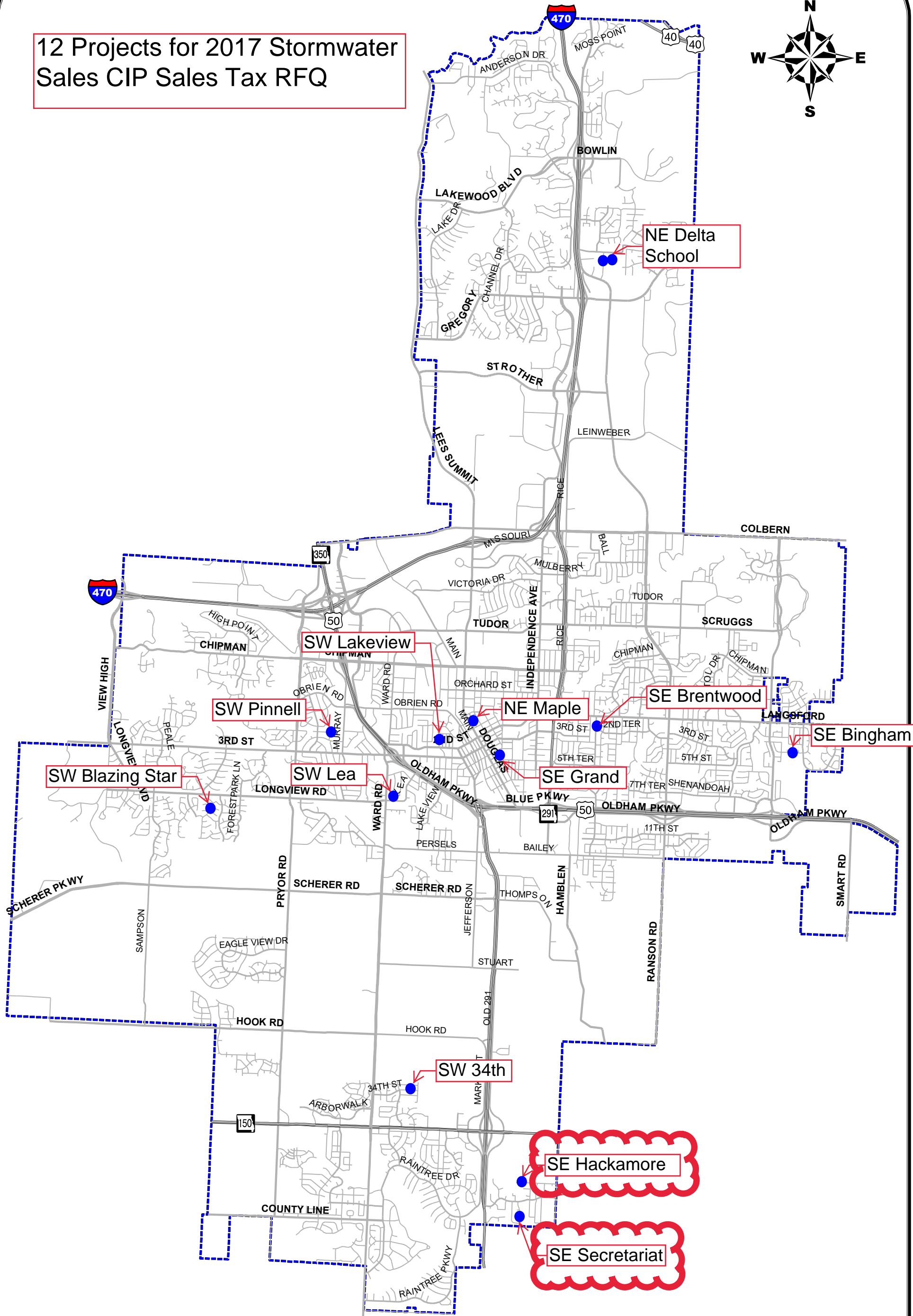
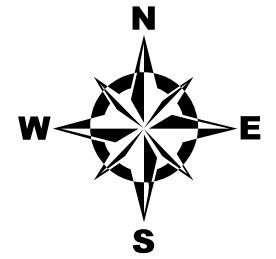
### Intuition & Logic Engineering, Inc. Schedule of Hourly Rates Through 12/31/2019

<u>Classification</u>	<u>Rate Per Hour</u>
Principal	\$165.00
Project Manager	\$135.00
Engineer	\$105.00
Senior CAD/GIS Technician	\$95.00
Technical Staff	\$85.00
Environmental Scientist	\$75.00

#### Other Direct Costs

Mileage	Federal Rate
8 1/2 X 11 Color Copies Per Side	\$ 0.25
8 1/2 X 11 B/W Copies Per Side	\$ 0.10
Plan Sheets	Actual Cost
Reprographics of all Sizes and Media	Actual Cost
Overnight Mail/Express	Actual Cost
Miscellaneous	Actual Cost

12 Projects for 2017 Stormwater Sales CIP Sales Tax RFQ



## Packet Information

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**File #:** TMP-1229, **Version:** 1

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An Ordinance authorizing execution of an agreement by and between the City of Lee's Summit, Missouri, and Lamp Rynearson, Inc. in an amount not to exceed \$159,800.00 for Professional Engineering Services for Stormwater - 4 Projects (RFQ No. 543-32272C).

### Issue/Request:

An Ordinance authorizing execution of an agreement by and between the City of Lee's Summit, Missouri, and Lamp Rynearson, Inc. in an amount not to exceed \$159,800.00 for Professional Engineering Services for Stormwater - 4 Projects (RFQ No. 543-32272C).

### Key Issues:

- Staff has identified twelve (12) locations in the City where structural flooding occurs.
- These projects are funded from the Capital Projects Sales Tax Fund (322) that was approved by the voters in April 2017 and became effective April 1, 2018.
- City staff issued RFQ No. 543-32272 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement policies.
- A total of four different firms were selected to work on the projects. Lamp Rynearson was determined to be the most qualified for the NE Delta School Road, SW 34th Street, SW Blazing Star Drive, and SW Pinnell Circle locations and satisfactorily conducted negotiations for scope and fee with City Staff.

### Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance authorizing execution of an agreement by and between the City of Lee's Summit, Missouri, and Lamp Rynearson, Inc. in an amount not to exceed \$159,800.00 for Professional Engineering Services for Stormwater - 4 Projects (RFQ No. 543-32272C).

### Background:

The primary purpose of this project is to address structural flooding of the properties along NE Delta School Road, SW 34th Street, SW Blazing Star Drive, and SW Pinnell Circle. For each area, Lamp Rynearson will conduct analyses and determine appropriate improvements. Alternatives for the Delta School Road site include upsizing or rerouting existing infrastructure or incorporation of upstream detention. For the locations at Blazing Star Drive and 34th Street, solutions will include grading and extending the existing system. For Pinnell Circle, Lamp Rynearson will evaluate alternatives including installation of a BMP, detention, and extension of the existing system.

### Impact/Analysis:

This is the City's standard agreement between the City and a consulting engineering firm with regard to engineering services. This agreement will allow Lamp Rynearson to provide engineering services to the City.



Timeline:

Start Design: August 2019

Finish Design: November 2019

Construct: Spring 2020

Other Information/Unique Characteristics:

RFQ No. 543-32272 was publicly advertised starting February 28, 2019. The RFQ combined 12 small projects, NE Maple Street, SW Pinnell Circle, SE Hackamore Drive, SW 34th Street, SW Lea Drive, SW Blazing Star Drive, NE Delta School Road, SE Bingham Drive, SE Brentwood Drive, SW Lakeview Boulevard, SE Grand Avenue, SW Secretariat Drive, in the submittal. The RFQ was advertised using the City's web site and [www.PublicPurchase.com](http://www.PublicPurchase.com) to notify potential vendors. Fifty-one potential vendors viewed the RFQ and 17 firms submitted responsive qualification submittals by the March 25, 2019 closing date. Firms were selected based on submittals and no interviews were conducted. From that list of 17, four firms were selected. Lamp Rynearson, Inc. was selected for NE Delta School Road, SW 34th Street, SW Blazing Star Drive, and SW Pinnell Circle.

Karen Quackenbush, Senior Staff Engineer

Recommendation: Staff recommends approval of an Ordinance authorizing execution of an agreement by and between the City of Lee's Summit, Missouri, and Lamp Rynearson, Inc. in an amount not to exceed \$159,800.00 for Professional Engineering Services for Stormwater - 4 Projects (RFQ No. 543-32272C).

**BILL NO. XX-XX**

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AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND LAMP RYNEARSON, INC., IN AN AMOUNT NOT TO EXCEED \$159,800.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER – 4 PROJECTS (RFQ NO. 543-32272C).

WHEREAS, City intends to have engineering services for Stormwater – 4 Projects (hereinafter "Project"); and,

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

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

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

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

NOW THEREFORE, 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 an agreement for professional engineering services for Stormwater – 4 Projects with Lamp Ryneerson, Inc., for a not to exceed amount of \$159,800.00

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with Lamp Ryneerson, Inc. for the services contained in Stormwater – 4 Projects, for a not to exceed amount of \$159,800.00, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference.

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

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

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

ATTEST:

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

**BILL NO. XX-XX**

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR FOUR STORMWATER IMPROVEMENT PROJECTS (RFQ NO. 543-32272)  
SW BLAZING STAR DRIVE, SW 34<sup>th</sup> STREET, NE DELTA SCHOOL ROAD, SW  
PINNELL DRIVE**

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

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for Four Stormwater Improvement Projects (hereinafter "Project"); and

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

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

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

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

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

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

This project is comprised of the scope of services as outlined below:

General

ENGINEER shall perform professional engineering, design, preparation of easement descriptions for property acquisition, and bidding as hereinafter stated which include customary civil engineering services.

Coordinate the engineering and design of improvements for the four stormwater projects identified above with the City.

1. In general, the Project consists of the following:
  - a. Project areas and purpose:

SW Blazing Star Drive: The primary purpose for this project is to address structural flooding of the property at 1005 SW Blazing Star Drive. This project includes grading and installation of additional infrastructure to capture the flow and convey it into the public system.

SW 34<sup>th</sup> Street: 714 SW 34<sup>th</sup> St and 718 SW 34<sup>th</sup> St receives stormwater to the back of their home from the neighbor's yards. There is not enough grade to move the water away from the back of their homes. The main improvements will include enclosed system improvements and grading. Other improvements may involve relocation of water lines.s

NE Delta School Road: The primary purpose for this project is to address structural flooding of the properties at 4251 NE Port Drive and 4250 NE Sun Court. The existing system has exceeded capacity and flooding the commercial/industrial buildings. This project will include analysis of the public system, and the necessary improvements to capture the flow and convey it around the properties. Some utility relocations may be necessary for sanitary, water and/or gas.

SW Pinnell Drive: The home at 105 SW Pinnell Drive receives stormwater to the back of their home from the rear yard and early childhood center property. A sanitary sewer relocation may be necessary to facilitate stormwater improvements.

- b. Design stormwater improvements for each of the four project sites.
  - c. Right-of-Way / Easement services for the projects, which will include permanent and temporary construction easement exhibits, as well as written descriptions.
  - d. Cost of permits, if any, to be paid by the City. No MDNR sanitary sewer, water, or land disturbance permits are anticipated.
  - e. Preparation of a Stormwater Pollution Prevention Plan (SWPPP).
2. Contract with Anderson Survey Company to provide field and property survey data. Surveying design work will include easement document preparation and property tract map exhibits.

## **DETAILED SCOPE OF SERVICES**

### **TASK 1 – PROJECT MANAGEMENT, MEETINGS AND QUALITY CONTROL**

1. Project Management & Project Control
  - a. Develop and implement Project Management Plan
  - b. Monthly invoices and distribute to client with project status reports
  - c. Develop a design schedule in a form compatible with MS Project, current edition. Submit copy to City and provide digital updates at scheduled progress meetings.
  - d. Perform internal Quality Control reviews on all project deliverables.
2. Attend Meetings with City
  - a. Project Kick-off meeting to finalize project objectives and exchange information. Prepare meeting agenda, provide meeting materials, and prepare meeting minutes.

- b. Conduct two (2) project progress meetings to discuss project status, analysis' / design options and coordination effort etc. Prepare meeting agenda, provide meeting materials, and prepare meeting minutes for each meeting held with City Staff.

## TASK 2 - PUBLIC OUTREACH

1. Neighborhood Questionnaire
  - a. Prepare draft Neighborhood Questionnaire for City Review.
  - b. Prepare mailing list to the City for properties within the study area based on GIS data and county tax information. Shipping and handling to be provided by the City.
  - c. Compile and review responses.
  - d. Provide customer service for phone inquiries from residents.
  - e. Meet with property owners (up to 6 meetings total).
2. Public Information Meeting:
  - a. Prepare for and attend one public information meeting, if requested by the City, to explain the project to property owners and key stakeholders, and to receive public comments at a time and place arranged for by the City. Separate project information displays will be setup at the public meeting for each of the four project sites.
  - b. Prepare exhibits, including preliminary plans (showing right-of-way taking and easements).
  - c. Have persons available to explain the proposed work and to answer questions.
  - d. The Consulting Engineer will be available to meet with City staff and concerned property owners as directed by the City to discuss the project at any time throughout the project.

## TASK 3 - DATA ACQUISITION AND REVIEW OF EXISTING INFORMATION

1. Review GIS, utility mapping, and available record drawings provided by the City. Review current available property and easement information (plats, easements, GIS, reports) provided by the City.
2. Topographic Survey provided by Sub-Consultant, Anderson Survey Company.
  - a. Locate property boundary corner monuments sufficient to determine the location of property boundary and street right of way lines in the area to be surveyed.
  - b. Set a minimum of three horizontal control points and three benchmarks in the surveyed area.
  - c. Conduct topographic survey
    - Determine elevations at approximately 50-foot intervals and as otherwise needed to show develop existing surface with contours at one-foot intervals.

- Show low opening and finish floor elevations of subject property and adjacent structures.
  - Show the location of visible improvements within the surveyed area.
  - Show the location of visible utilities, record location of utilities, and underground utilities as marked by Missouri's One Call service.
- d. Provide ownership information of the surveyed parcels to the City for the acquisition of Ownership and Encumbrance Reports.
- e. Contract with Utila Safe to pothole up to 22 locations for this Project and determine horizontal and vertical location of potholed features. This assumes up to 8 locations on NE Delta School Road, up 6 locations on SW Pinnell Drive, up to 4 locations on SW Blazing Star Drive and up to 4 locations on SW 34<sup>th</sup> St. Proposed potholing locations will be coordinated with the City.
- f. Prepare drawing of the above information and provide the drawing in hard copy and digital format.
3. Perform site reconnaissance to review possible flooding areas as determined through the findings of the Resident Questionnaire. Provide condition assessment of existing stormwater infrastructure within Project.
4. Schedule and coordinate project activities with the City (where applicable).

#### TASK 4 - PRELIMINARY DESIGN

##### 1. Hydrology and Hydraulics

Determine existing and proposed design flow rates for the drainage system. Summarize results including a description of the models and hydrologic and hydraulic methods used for the analyses and basis for using the model selected.

- a. Hydrology Analysis – Develop the runoff flow rates for a minimum 10% & 1% storm events for the project watershed. Provide the appropriate hydrologic parameters used for runoff computations including runoff coefficients, curve numbers, percent imperviousness, time of concentration, rainfall intensity and/or rainfall hyetograph. Summarize the results including the methodology used for the analysis and explain the basis for the selected approach.

SW Blazing Star Drive, SW 34<sup>th</sup> Street, and SW Pinnell Drive: Rational Method

NE Delta School Road: Rational Method for enclosed system, Rational Method for peak flow into detention basin and peak flow out of basin, based on outfall structure hydraulic analysis.

- b. Hydraulic Analysis – Perform hydraulic calculations per APWA 5600 in sufficient detail to determine conduit and channel sizes. Summarize the methodology used for the hydraulic analysis and explain the basis for the selected approach.

A stormwater model will be developed for capacity analysis under existing conditions. Survey data, as-builts, GIS will be used to create a model.

SW Blazing Star Drive and SW 34<sup>th</sup> Street: Assume downstream infrastructure to be flowing full when modelling. Determine alignment, flowlines, pipe sizes and

structure locations. Perform minimum grading of lots to meet 1-foot freeboard threshold.

NE Delta School Road: Create an existing conditions hydraulic model to assess the current capacity and determine where the system fails for a 4% storm event. The entire system will be analyzed starting at the outfall. The east branches of the system will be treated as two structures to simplify the process. A total of 24 structures will be analyzed.

Depending on findings from existing conditions model, two alternatives will be presented and discussed with City. Either remove, replace and upsize portions or all of existing storm sewer on existing alignment or split flow and reroute on new alignment along NE Sun Court. Additional upstream detention could potentially reduce peak flows but is not anticipated to change required pipe sizes downstream as limited detention volume is available based on existing site conditions.

SW Pinnell Drive: Evaluate two alternatives. Either regrade existing property and early childhood center property with potential addition of detention or extend storm sewer from SW 2<sup>nd</sup> Street. Grading could include the addition of a BMP to help mitigate the discharge from frequent storm sewer events. It is anticipated that a storm extension would slightly decrease the overall time of concentration for the subwatershed.

- c. Utilize City Design Standards as appropriate.

## 2. Utility Coordination

- a. Utility work involves possible water main relocation, sewer main relocation and utility coordination. Coordinate with Lee's Summit Water Utilities regarding water and sanitary sewer infrastructure.

SW Blazing Star Drive and SW 34<sup>th</sup> Street: Anticipated improvements will cross water and/or sanitary sewer facilities. No water or sewer relocations are anticipated.

NE Delta School Road: Relocating the storm sewer infrastructure may necessitate water main and sanitary sewer main relocations.

SW Pinnell Drive: Extending storm sewer from SW 2<sup>nd</sup> Street would likely necessitate water main or sanitary sewer main relocation, due to existing infrastructure proximity to streets.

- b. Conduct a coordination meeting among all known affected utility owners to coordinate efforts for any necessary utility relocations. Engineer will include the surveyed locations of the observable and marked utilities in the construction plans. Engineer will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.
- c. If determined necessary after preliminary review of potential utility conflicts and consultation with the City, a plan shall be prepared and presented for the City to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. An allowance for



potholing has been included in the survey services provided by the sub-consultant.

- d. Submit a utility report, which is to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.

### 3. Preliminary Design Submittal

#### a. Prepare Field Check Plans.

- Cover Sheet
- General Notes, Quantities
- Overall Layout
- Survey Reference / Existing Conditions
- Drainage Area Map
- Design Calculations
- Plan and Profile of Improvements
- Grading Detail Sheet
- Detail
- Quality Assurance Review

#### Deliverables –

- One full size, one half size, and one .pdf copy of the Preliminary Plans.
  - One hard copy and one .pdf of Preliminary Opinion of Probable Construction Costs
  - One .pdf copy of all Title Reports (acquired by City)
  - One .pdf copy of utility maps provided by utilities
- b. Field Check meeting to be performed with representatives of the Consulting Engineer and the City to review the Field Check plans.
  - c. Property Acquisition Documents.
    - Provide survey exhibit map and descriptions for preparing Right-of-Way/Easement acquisition documents for the City's use in acquiring the property. Documentation will include individual tract maps with a description of temporary and permanent acquisition for each property. The City will provide a standard easement acquisition document for use by Engineer.
    - The fee for providing property acquisition documentation is based on six permanent right of way and twenty-four temporary construction easements. Title work fees are to be paid by the City. Survey exhibit maps and easement descriptions will be prepared after Field Check meeting occurs, to limit need for revisions during Final Design.

#### Deliverables –

- One hard copy and one.pdf copy of the survey exhibit map and easement description for each tract

## TASK 5 - FINAL DESIGN

1. Complete final design and prepare draft final plans, including a quality assurance review.
2. Final utility coordination and develop a utility relocation schedule.
3. Prepare project manual. Prepare contract document special provisions, to modify City standard technical specifications as necessary. The City will provide front end documents for the project manual for Engineer to modify for applicability to project.
4. Prepare a detailed opinion of probable construction cost.
5. SWPPP Development.
  - Description of the construction activity, soils, sequence of activities disturbing soils, staging of erosion and sediment control, controls to reduce sediment and minimize pollutants, pollutant sources.
  - Determine drainage patterns, disturbed areas, temporary or permanent stabilization.
6. Estimate time required to complete construction.
7. Submit Draft Final Plans and Project Manual to City for review.

### Deliverables –

- One full size, one half size, and one .pdf copy of the Draft Final Plans
  - One hard copy and one .pdf of Final Opinion of Probable Construction Costs
  - One hard copy and one .pdf copy of the Project Manual (including SWPPP and job special provisions)
8. Provide plan modifications and sealed documents based on review comments received from City.

### Deliverables –

- One full size, one half size, and one .pdf copy of sealed Final Plans
- One hard copy and one .pdf of sealed Final Opinion of Probable Construction Costs
- One hard copy and one .pdf copy of the sealed Project Manual (including SWPPP and job special provisions)

## TASK 6 – BIDDING PHASE SERVICES

1. Provide the City with digital PDF copies of the plans and specifications for distribution using QuestCDN. The City will coordinate with QuestCDN to advertise the project. The City shall be responsible for fees directly related to plan distribution and hard copies as requested.

2. Respond to Contract and City questions as requested by the City during the bid phase of the project.
3. Prepare written addenda to the bidding documents as required and or requested (assumes 1 addendum).
4. Pre-bid conference meeting. Prepare meeting agenda and provide meeting minutes.

#### TASK 7 – CONSTRUCTION PHASE SERVICES

1. The scope and fee for these services will be developed during the Bidding Phase of the project and will be addressed with a modification to this agreement.

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

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

1. Sanitary Sewer Relocation. Prepare preliminary plan and profiles, final plan and profiles, and standard City details. Coordinate proposed relocation with City's project manager and Water Utilities representative. Drawings to be incorporated into storm sewer improvement set of plans if Optional Service is requested. Assumes relocation is less than 1,000 linear feet and therefore excludes MDNR sewer extension construction permitting.
2. Water Main Relocation. Prepare preliminary plan and profiles, final plan and profiles, water connection details, and standard City details. Coordinate proposed relocation with City's project manager and Water Utilities representative. Assumes relocation extent is limited to less than 2,000 linear feet.

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

City shall provide the following services to Engineer:

1. Make available all project information in the City's possession, including reports, drainage studies, as-built plans, and City utility locations, sizes and materials.
2. Make provisions for the Engineer and surveying subconsultant to enter property for the performance of this scope of services.
3. Obtain Ownership & Encumbrance Documents from a Title Company, for select properties designated by the Engineer.
4. Provide a timely review of all submittals.

5. Perform appraisals and negotiate with property owners for acquiring permanent and temporary construction easements for this Project.
6. Provide EJCDC Contract Documents and Division One – Special Contract Provisions.
7. Pay any fees associated with permits.
8. Advertise and obtain bids for the project.
9. Provide on-site construction observation and construction contract administration.

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

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of One Hundred Fifty Nine Thousand Eight Hundred Dollars (\$159,800), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of One Hundred Forty Thousand Dollars (\$140,000).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Nineteen Thousand Eight Hundred Dollars (\$19,800).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
  1. Project Name/Task Name/RFP Number/Description of Agreement.
  2. Invoice Number and Date.
  3. Purchase Order Number issued by City.
  4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
  5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.

6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

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

## **ARTICLE V COMPLETION TIME**

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

Dates are subject to the Engineer receiving a Notice to Proceed by the end of July.

Data Acquisition (including survey): August – September 2019

Preliminary Design: September – October 2019

Final Design: November – December 2019

ROW Appraisals & Acquisitions (by City): November 2019 – February 2020

Bidding (by City): March 2020

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

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

## **ARTICLE VI INSURANCE**

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

right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.

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

Explosion, Collapse & Underground (if risk is present)

Additional Insured: City of Lee's Summit, Missouri

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

Limits:

Each Accident, Combined Single Limits,

Bodily Injury and Property Damage: \$2,000,000

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

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

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

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

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

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

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



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

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

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

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

and notices to Engineer shall be addressed to:

Lamp Rynearson  
Attn: Dan Miller  
9001 State Line Road, Ste. 200  
Kansas City, Missouri 64114-3232

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

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

Reserved.

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

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

**CITY OF LEE'S SUMMIT**

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

ATTEST:

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

APPROVED AS TO FORM:

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

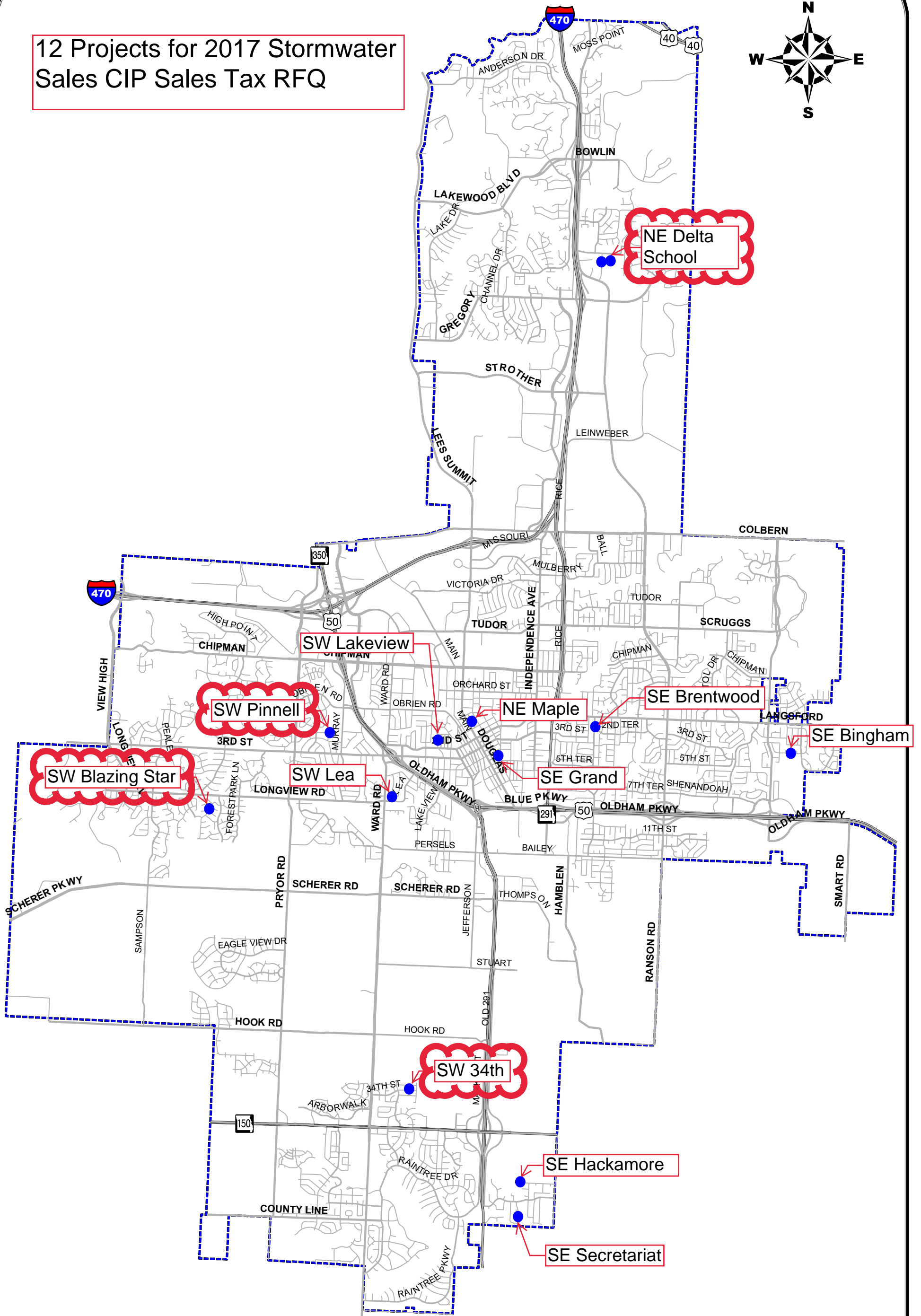
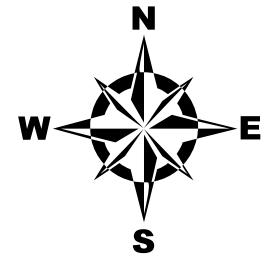
**ENGINEER:**

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

ATTEST:

\_\_\_\_\_

12 Projects for 2017 Stormwater Sales CIP Sales Tax RFQ



<b>Lamp Rynearson, Inc.</b>	
<b>Kansas City Office</b>	
<b>HOURLY RATE SCHEDULE</b>	
<b>April 1, 2019 – March 31, 2020</b>	
<b>Position / Title</b>	<b>\$ - Hourly Rate</b>
Sr. Group Leader III	238.00
Sr. Group Leader II	218.00
Sr. Group Leader I	205.00
Sr. Project Manager VII	228.00
Sr. Project Manager IV	177.00
Sr. Project Manager III	164.00
Sr. Project Manager I	145.00
Sr. Project Engineer III	140.00
Sr. Project Engineer II	125.00
S. Project Engineer I	113.00
Sr. Landscape Architect V	174.00
Hydrogeologist IV	108.00
Sr. Landscape Architect II	123.00
Landscape Architect II	86.00
Project Manager II	136.00
Project Engineer IV	113.00
Project Engineer III	103.00
Project Engineer II	94.00
Sr. GIS Specialist III	109.00
GIS Specialist III	94.00
Sr. Project Designer III	148.00
Sr. Project Designer I	113.00
Project Designer IV	103.00
Project Designer II	89.00
Engineering Tech III	87.00
Construction Observer V	94.00
Survey Group Leader II	170.00
Sr. Survey Project Mgr I	140.00
Survey Technician II	80.00
Party Chief II	92.00
Survey Field Tech II	73.00
Sr. Administrative Assistant I	68.00
Administration Assistant I	53.00
<b>Item</b>	<b>\$ - Charge Rate</b>
Plots (Color) bond	\$2.50 /SF
Plots (Color) mylar	\$6.00 /SF
Plots (Color) photo paper	\$6.00 /SF
Mileage	\$0.58/mi
Administration of Subconsultants	Actual cost, plus 10%

**LAMP  
RYNEARSON**

Formerly Larkin Lamp Rynearson

**ANDERSON SURVEY COMPANY, INC.**  
**CURRENT RATE OF CHARGES**  
**AS OF SEPTEMBER 1, 2017**

<b><u>Firm Principal</u></b>	<b>\$130.00</b> per hour
<b><u>Professional Land Surveyor</u></b>	<b>\$97.50</b> per hour
<b><u>Project Manager</u></b>	<b>\$82.50</b> per hour
<b><u>Crew Chief</u></b>	<b>\$77.50</b> per hour
<b><u>2-Man Field Crew</u></b>	<b>\$132.50</b> per hour
<b><u>3-Man Field Crew</u></b>	<b>\$162.50</b> per hour
<b><u>Draftsman</u></b>	<b>\$62.50</b> per hour
<b><u>Senior Draftsman</u></b>	<b>\$70.00</b> per hour
<b><u>Survey Technician</u></b>	<b>\$75.00</b> per hour
<b><u>Clerical</u></b>	<b>\$30.00</b> per hour

All field charges are computed portal to portal.

GPS or Robotic Equipment Charges: \$40.00 per hour

Mileage: To and from jobsite as per IRS rate

Out-of-pocket expenses: Cost plus 10%

Per Diem charges furnished upon request.

Charges for out-of-norm field equipment furnished upon request.

The above charges are currently in effect for this company, but are subject to change and should not be accepted without verification. Term invoices will be closed on the 25<sup>th</sup> of each calendar month, with remuneration expected within the next 10 days.

Charges are subject to review and change each calendar year or upon 30 days written notice.



## Packet Information

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**File #:** TMP-1274, **Version:** 2

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An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ NO. 543-32272D).

### Issue/Request:

An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ NO. 543-32272D).

### Key Issues:

- Staff has identified twelve (12) locations in the City where structural flooding occurs.
- These projects are funded from the Capital Projects Sales Tax Fund (322) that was approved by the voters in April 2017 and became effective April 1, 2018.
- City Staff Issued RFQ No. 543-32272 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement policies
- A total of four different firms were selected to work on the projects. Burns and McDonnell was determined to be the most qualified for the Maple Street, Lakeview Boulevard, Grand Avenue, Bingham Drive, and Brentwood Drive and satisfactorily conducted negotiations for scope and fee with City Staff.

### Proposed Committee Motion:

I move to recommend to the City Council approval of an Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ NO. 543-32272D).



Background:

The primary purpose for this project is to address structural flooding at each site. For the Maple, Lakeview, and Grand locations, projects will consider a more sustainable cost-effective improvement traditional inlet and pipe approach. Alternatives will include - installation of a permeable paver system and stormwater street trees. For the Bingham and Brentwood locations, Burns and McDonnell will do some initial investigations in an effort to determine the source of flooding prior to design. For all locations, the most cost-effective and advantageous alternative will be chosen.

Impact/Analysis:

This is a modification to the City's standard agreement between the City and a consulting engineering firm with regard to engineering services. The Law department has reviewed the agreement and has approved of the changes. This agreement will allow Burns and McDonnell to provide engineering services to the City.

Timeline:

Start Design: Summer 2019

Finish Design: Fall 2019

Construct: 2020 Construction Season

Other Information/Unique Characteristics:

RFQ No. 543-32272D was publicly advertised starting February 28, 2019. The RFQ combined 12 small projects, NE Maple Street, SW Pinnell Circle, SE Hackamore Drive, SW 34<sup>th</sup> Street, SW Lea Drive, SW Blazing Star Drive, NE Delta School Road, SE Bingham Drive, SE Brentwood Drive, SW Lakeview Boulevard, SE Grand Avenue, SW Secretariat Drive in the submittal. The RFQ was advertised using the City's web site and [www.PublicPurchase.com](http://www.PublicPurchase.com) to notify potential vendors. Fifty-one potential vendors viewed the RFQ, and 17 firms submitted responsive qualification submittals by the March 25, 2019 closing date. Firms were selected based on submittals and no interviews were conducted. From that list of 17, four firms were selected. *Burns and McDonnell* was selected for Stormwater Improvements - 5 locations.

Karen Quackenbush, Senior Staff Engineer

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater

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**File #:** TMP-1274, **Version:** 2

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Improvements - 5 locations (RFQ NO. 543-32272D).

Committee Recommendation: [Enter Committee Recommendation text Here]

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL, IN AN AMOUNT NOT TO EXCEED \$197,800.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER IMPROVEMENTS – 5 LOCATIONS (RFQ NO. 543-32272D).

WHEREAS, City intends to have engineering services for the Stormwater Improvements – 5 Locations Project (hereinafter “Project”); and,

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

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

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

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

NOW THEREFORE, 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 an agreement for professional engineering services for Stormwater – 5 Locations with Burns and McDonnell, for a not to exceed amount of \$197,800.00.

SECTION 2. That the City Council of the City of Lee’s Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with Burns and McDonnell for professional engineering services contained in an agreement for Stormwater – 5 Locations, for a not to exceed amount of \$197,800.00. Said contract is on file with the City of Lee’s Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR STORMWATER IMPROVEMENTS – 5 LOCATIONS (RFQ NO. 543-32272D)**

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

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for Stormwater Improvements – 5 Locations (hereinafter "Project"); and

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

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

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

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

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

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

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

***See Attachment A***

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

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

***There will be no Optional Services***

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

***See Attachment A***

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of One Hundred and Ninety Seven Thousand and Eight Hundred Dollars (\$197,800.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of One Hundred and Ninety Seven Thousand and Eight Hundred Dollars (\$197,800.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Zero Dollars (\$0.00).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been completed in accordance with this Agreement. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
  - 1. Project Name/Task Name/RFP Number/Description of Agreement.
  - 2. Invoice Number and Date.
  - 3. Purchase Order Number issued by City.
  - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
  - 5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.

6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

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

## **ARTICLE V COMPLETION TIME**

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

Assumes Notice to Proceed July, 2019

Survey – July – August, 2019

Preliminary Design – September – October, 2019

ROW Appraisals & Acquisitions – November, 2019 – January, 2020

Utility Relocations – January – February, 2020

Final Design – November - December, 2019

Bid & Award – February – April, 2020

Construction – May – September, 2020

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

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

## **ARTICLE VI INSURANCE**

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

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

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

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



Additional Insured: City of Lee's Summit, Missouri

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

Limits:

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

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

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

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.

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

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

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

and notices to Engineer shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

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

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

Reserved.

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

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

**CITY OF LEE'S SUMMIT**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**ENGINEER:**

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

ATTEST:

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## ATTACHMENT A

### SCOPE OF WORK

Engineer: Burns and McDonnell Engineering  
Owner: City of Lee's Summit, Missouri  
Project: Stormwater Improvements – 5 Locations

#### I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by ENGINEER for design stormwater improvements at 5 locations (Project).

A. The Project. The City of Lee's Summit, Missouri (CITY), intends to implement stormwater improvements at five locations:

- 1) 105 NE Maple Street;
- 2) Lakeview Boulevard between 1<sup>st</sup> and 2<sup>nd</sup> Streets;
- 3) SE Grand Avenue from SE 5<sup>th</sup> Street to 416 SE Grand Avenue;
- 4) 309 SE Bingham Drive; and
- 5) 208 SE Brentwood Drive (200 Block of SE Brentwood).

ENGINEER will provide stormwater evaluations and professional engineering design services for these five locations as described in this scope of work.

B. General Description of Activities. The Basic Scope of Work to be performed by ENGINEER consists of project management, property owner meetings, field data collection services, hydrologic and hydraulic stormwater evaluations, design phase services, and bidding phase services.

C. Project Objectives. ENGINEER will provide services necessary to achieve the following project objectives:

1. Evaluate all five sites to determine stormwater improvement alternatives.
2. For the approved alternative provide design phase services and final construction documents.
3. Field data collection services including topographic survey for design.
4. Provide bidding phase services for completed designs.

D. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 – Project Management, Administration, & Meetings
2. Task Series 200 – Site Evaluation and Field Services
3. Task Series 300 – Design Alternatives and Concept Design
4. Task Series 400 – Preliminary and Final Design



5. Task Series 500 – Bidding Phase Services

## II. SCOPE OF WORK

The following Task Series describe the Scope of Work to be provided by ENGINEER for this Project.

### **TASK SERIES 100 - PROJECT MANAGEMENT, ADMINISTRATION, & MEETINGS**

The purpose of this task will be to manage, direct and oversee each element of the scope of work identified herein and subcontractors employed by the ENGINEER in completion of the Work. The following management activities will be provided by ENGINEER.

#### **Task 101 Project Management & Administration Services**

Provide project management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with CITY staff; supervision and coordination of services; assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report which will accompany the monthly invoice submittal. The monthly progress status reports will document work progress, the percentage of completed work, schedule status, and budget status.

Prepare a scope, budget, schedule, and agreement for ENGINEER's subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work, including deliverables, subcontractor invoicing, and schedule maintenance. and potential project scope variances with corrective action.

#### **Task 102 Project Meetings & Coordination**

ENGINEER will schedule a project kickoff meeting and regular progress meetings as necessary to communicate project progress, review design alternatives, and plan upcoming activities. Up to 6 meetings including the kickoff meeting are included for this Project. For each meeting ENGINEER will provide a meeting agenda, meeting materials, and meeting minutes. All meetings will be at City Hall in Lee's Summit, Missouri.

**Deliverables:** Meeting Materials and Meeting Minutes

### **TASK SERIES 200 - SITE EVALUATION & FIELD INVESTIGATION**

#### **Task 201 Site Evaluation**

For all five sites, ENGINEER will complete a site evaluation which will include the following:

1. A site visit of each site will be conducted to characterize the existing conditions. ENGINEER will coordinate with CITY on notifications to the property owners prior to doing the site visit and/or before interviewing property owners. CITY will be responsible for initial contact with property owner. ENGINEER will gather additional information regarding the general site conditions, site constraints, opportunities for collaboration with property owners, and flooding concerns.

2. Document existing site features, including but not limited to existing drainage paths, stormwater inlet locations, erosion concerns, potential utility conflicts and other site information that may influence the concept design.
3. Gather and review available GIS data provided by the CITY. GIS shapefiles for topography, property ownership, aerial photography, sewer system characterization, waterlines, impervious surfaces, zoning, and other site relevant data will be provided. Available information provided by the CITY will be recorded in a data log
4. Assess each site for potential improvement alternative that can be implemented into the existing site conditions. The available area and the capacity of each site to capture, control, and convey stormwater runoff will be determined.
5. Interview property owners to determine the exact flooding issues and discuss potential solutions for the site. ENGINEER will document site visit and provide a summary of the property owners interviews.

**Deliverables:** Field Visit Reports, Property Owner Interview Summary, & Data Log

### **Task 202 Topographic & Utility Survey**

ENGINEER shall provide the following field survey services for Sites 1, 2, 3, and 5. The extent of the field survey by site is shown in Figures 1, 2, 3, and 5.

1. Provide the services of a Professional Surveyor to perform the following:
  - a. Set project horizontal and vertical controls.
  - b. Locate existing street right-of-way and critical property corners along the possible new stormwater improvement alignments.
  - c. Locate surface and subsurface information along possible new stormwater improvement alignments, including but not limited to, utilities, trees, poles, signs, and structures such as curbs, sidewalks, pavement, retaining walls, and greenway. ENGINEER shall review the data that is provided by the surveyor using information collected during the site evaluation.
  - d. Provide subsurface utility information along the possible new stormwater improvements alignments, including inverts and diameters of storm and sanitary sewers necessary for determining the depth of utilities and evaluating potential conflicts along the possible new stormwater improvements. Utility locates shall include service lines and related appurtenances. Provide pothole of existing utility services using vacuum excavate process; up to five (5) potholes within the project extents. Survey all utilities found within pothole excavation.
  - e. Locate lowest opening into habitable building and survey the sill elevation for up to twenty-five (25) buildings within the project extents.
  - f. For documented high water marks or observed high water marks for each site survey the high water mark.
2. All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum.

Figure 1: Site 1 Survey Extents

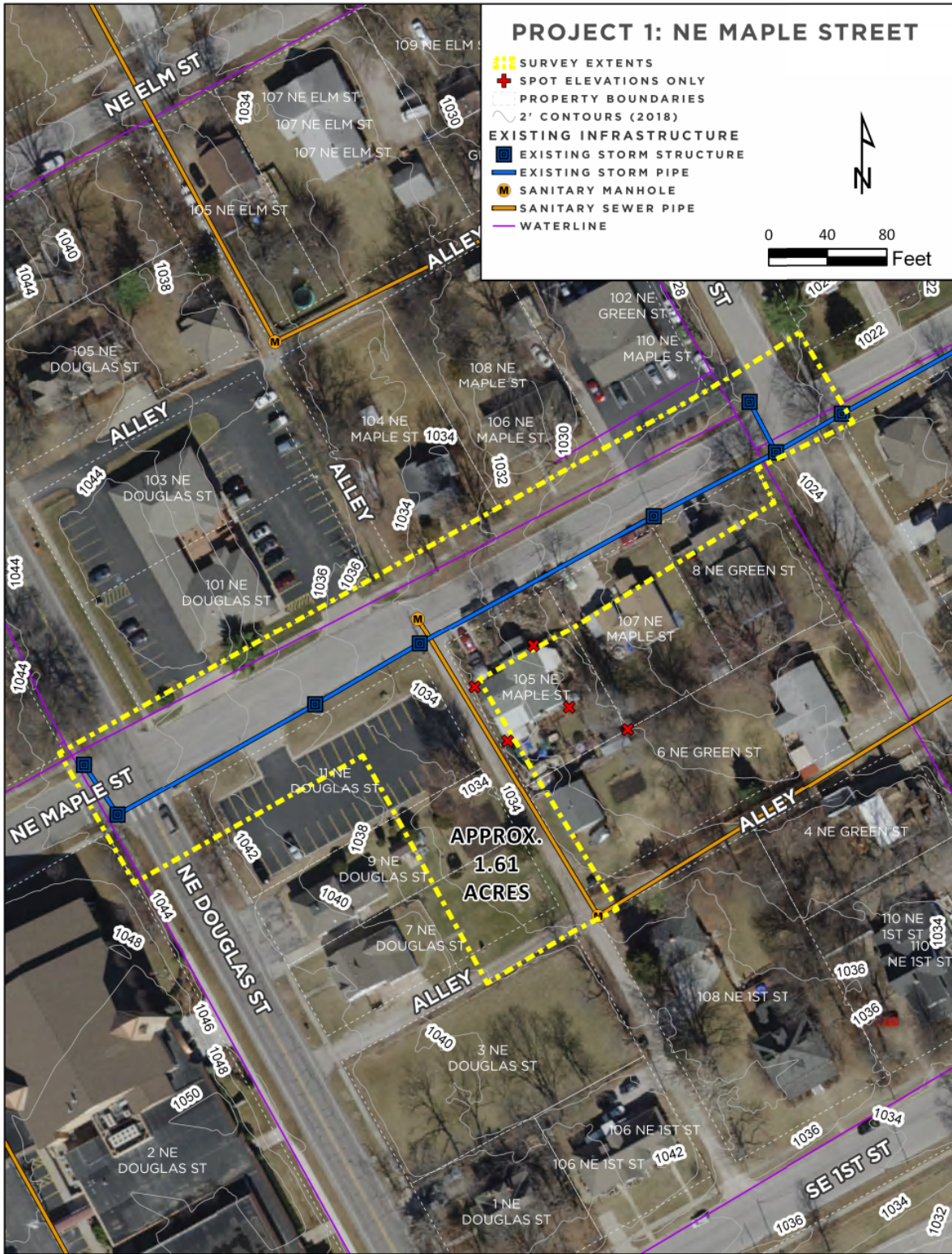




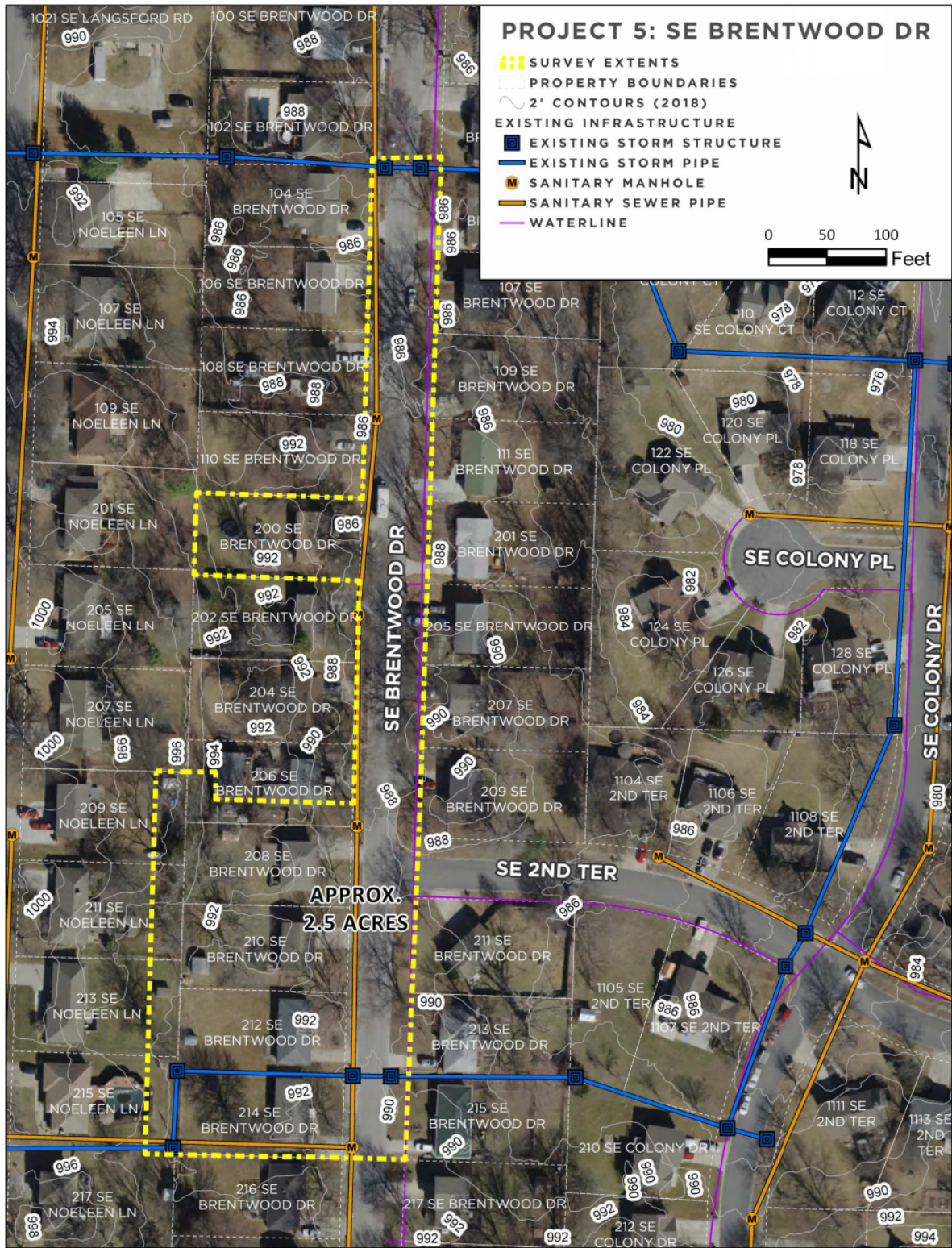








Figure 4: Site 5 Property Survey







## **TASK SERIES 300 - CONCEPT DESIGN & IMPROVEMENT RECOMMENDATION**

### **Task 301 Concept Site Analyses**

ENGINEER shall develop a concept level design to implement stormwater improvements at all five sites. The concept design evaluation shall include the following for each site:

1. Screen applicable stormwater improvement technologies that may be feasibly implemented on each site.
2. Prepare the necessary exhibits, including conceptual level layouts and exhibits to clearly describe the proposed stormwater improvement to achieve proposed level of service at each site.
3. For each site, evaluate the existing storm sewer system. Based on available mapping, preliminary field observations and best professional judgment, determine drainage characteristics, drainage area to each site, and potential additional runoff to be captured. Prepare hydrologic and hydraulic calculations to demonstrate capture runoff from a range of design storms including the 2-yr, 5-yr, 10-yr, 25-yr, 50-yr, and 100-yr design rainfall events. Modeling techniques will not be used to determine the storm runoff volume and depths. Atlas 14 rainfall data with Huff rainfall distributions will be used to analyze runoff volumes and rates.
4. Identify potential utility relocate or rehabilitation needs to accommodate proposed stormwater improvements. CITY shall provide CCTV inspection results and recommendations for sanitary sewer lines in the vicinity of the proposed improvements. CITY shall coordinate with internal water utilities that are identified within the proposed stormwater improvement extents.
5. Prepare a Class 4 opinion of probable construction cost for the required improvements consistent with AACE standards. ENGINEER will base estimates on typical unit costs for similar stormwater improvements from recent projects performed within the area. Unit costs will be developed from recent bid tabulations where available and will incorporate knowledge of current construction cost trends. Preliminary unit cost estimates will be provided to the CITY for review and comment prior to finalizing the conceptual cost estimate.

### **Task 302 Stormwater Improvement Recommendations**

ENGINEER will provide a stormwater improvement recommendation for each site. The recommendation will be based on the data collected, interviews with property owners, coordination with City Staff, and the results of the concept site analysis. The recommended improvements will be presented the CITY. The improvement recommendations approved by the CITY will be carried forward to preliminary and final design.

**Deliverables:** Stormwater Improvement Recommendation technical memorandum.



## **TASK SERIES 400 - PRELIMINARY AND FINAL DESIGN (SITES 1, 2, 3, & 5)**

ENGINEER shall prepare preliminary and final design plans for the selected stormwater improvements at Sites 1, 2, 3, and 5. A contract amendment or a separate contract will be required to complete design documents for Site 4.

### **Task 401 60% Design**

ENGINEER will refine the hydrologic and hydraulic calculations for the selected improvements based on the concept design. The CITY will provide approval of the final stormwater runoff rates and volumes for the design.

ENGINEER shall prepare 60% design plans for Project Sites 1, 2, 3, and 5. The 60% complete design drawings for review will include general sheets, grading, pipe plan and profile, and standard details for each site. Plans will also include detailed information with respect to storm sewer improvement plans, connections to existing mains, roadway and sidewalk replacement, erosion and sediment control, and stormwater management plans. ENGINEER shall perform an internal quality control review of design documents and calculations; and incorporate quality control review comments prior to submittal.

ENGINEER shall prepare recommended project sequencing/phasing to maintain access to homes, businesses, streets, and to include traffic control and detour plans, where appropriate. ENGINEER will evaluate the sequence of construction, the necessity of coordination with other applicable projects, and examine issues of phasing and constructability in consultation with CITY. ENGINEER will develop phased construction descriptions and schematics as required for inclusion in the Construction Contract Documents.

1. CITY will provide a copy of its front-end contract documents and standard technical specifications for review. ENGINEER shall develop a specifications list for the Project and provide review comments for consideration by the CITY. The CITY's technical specifications shall be supplemented with technical specifications developed by ENGINEER, where appropriate.
2. ENGINEER will prepare an opinion of probable construction cost based on the 60% design plans and technical specifications developed. The 60% cost opinion level of accuracy presented by ENGINEER will be Class 2 or Control or Bid/Tender cost opinion in accordance with AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 2 estimate is commensurate with development of the design concept to a 30- to 70-percent level; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent.

**Deliverables:** ENGINEER shall submit the following for CITY review:

- Two (2) half-size and one (1) full-size printed and bound sets of 60% design plan sheets
- Two (2) printed copies of 60% technical specifications list, including supplemental specification sections to be developed by ENGINEER
- Two (2) printed copies of the 60% Opinion of Probable Construction Cost
- A single electronic file in PDF of all documents.

## **Task 402 90% Design**

The 90% design submittal is meant to provide the CITY an opportunity to review the construction drawings prior to the 100% completion and before advancement to 100% design. ENGINEER shall continue to advance drawings during the 90% review period.

1. 90% Design Plan Sheets. Address review comments received from the CITY related to 60% submittal and incorporate them into the design documents. Prepare and submit drawings to the CITY for review and comment at the 90% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
2. 90% Technical Specifications. The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the ENGINEER. The supplemental technical specifications shall be provided by the ENGINEER. The CITY will be responsible for the preparation of all other CITY standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the ENGINEER for review. ENGINEER will provide review comments for CITY's incorporation as appropriate into the front-end documents and the technical specifications.
3. Improvement Renderings. Prepare graphic renderings of the proposed improvements. Provide one (1) plan view and up to two (2) perspective views for each project site.
4. 90% Opinion of Probable Construction Cost. Prepare an updated opinion of probable construction cost based on the 90% design plans and technical specifications developed, and any review comments received from the CITY related to ENGINEER's 60% opinion of probable construction cost submitted. The 90% cost opinion level of accuracy presented by ENGINEER will be Class 1 or Check Estimate or Bid/Tender cost opinion in accordance with AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 1 estimate is commensurate with development of the design concept to a 50- to 100-percent level; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.

**Deliverables:** ENGINEER shall submit the following for CITY review:

- Summary of 60% submittal CITY review comments and actions taken to address comments
- Two (2) half-size and one (1) full-size printed and bound sets of 90% design plan sheets
- Two (2) printed copies of 90% technical specifications sections developed by ENGINEER
- Two (2) printed copies of the 90% Opinion of Probable Construction Cost
- A single electronic file in PDF of all documents.

### **Task 403 100% Final Design & Construction Documents**

The purpose of the 100% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to submitting for bidding the project for construction.

1. 100% Design Plan Sheets. Address review comments received from the CITY related to 90% submittal and incorporate them into the design documents. Prepare and submit drawings to the CITY for review and comment at the 100% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
2. 100% Technical Specifications. The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the ENGINEER. The supplemental technical specifications shall be provided by the ENGINEER. The CITY will be responsible for the preparation of all other CITY standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the ENGINEER for review. ENGINEER will provide review comments for CITY's incorporation as appropriate into the front-end documents and the technical specifications.
3. 100% Opinion of Probable Construction Cost. Prepare an updated opinion of probable construction cost based on the 100% design plans and technical specifications developed, and any review comments received from the CITY related to ENGINEER's 90% opinion of probable construction cost submitted. The 100% cost opinion level of accuracy presented by ENGINEER will be Class 1 or Check Estimate or Bid/Tender cost opinion in accordance with AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 1 estimate is commensurate with development of the design concept to a 50- to 100-percent level; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.

**Deliverables.** ENGINEER shall submit the following for CITY review:

- One (1) full-size set and two (2) half-size printed and bound sets of 100% plans, sealed and signed.
- Three (3) printed copies of 100% technical specifications developed by the ENGINEER.
- Three (3) printed copies of the 100% Opinion of Probable Costs.
- PDF files of plans, supplemental specifications, and 100% Opinion of Probable Costs.

### **Task 404 Easement Exhibits**

Determine the locations and limits for permanent and temporary construction easements for sites 1, 2, 3, and 5, and review with CITY staff. CITY shall obtain "ownership and encumbrance" reports for each parcel of property where easements or acquisition is required immediately following the 60% and 100% design submittal. Prepare easement exhibits and legal descriptions for CITY's use in appraising the land and acquiring the required permanent and temporary easements upon notice to proceed from the CITY. Each easement will consist of a legal description

and an 8.5-inch by 11-inch (or 11-inch by 17-inch for larger parcels) drawing exhibit with the parcel identification and easement requirements including the affected land area size of the lot and the easements listed in square feet. Easement exhibits will be furnished in AutoCAD format and legal descriptions will be furnished in written and electronic format. Easement descriptions signed and sealed by a registered land surveyor will be prepared in accordance with Missouri requirements. Should additional easement exhibits and legal descriptions be required, the additional work will be performed as Optional Services approved by the CITY.

Prepare Easement Exhibits and Legal Descriptions: Prepare easement exhibits and descriptions. This task is based on preparing easements exhibits and legal descriptions for the following:

1. A maximum of eighteen (18) temporary easements
2. A maximum of eight (8) permanent easements

### **TASK SERIES 500 - BIDDING PHASE SERVICES (SITES 1, 2, 3, & 5)**

ENGINEER shall provide bidding phase services for the final design at Sites 1, 2, 3, and 5.

#### **Task 501 Bid Phase Services**

ENGINEER will provide sealed contract documents including all necessary drawings and supplemental technical specifications to be provided to CITY for prospective bidders. ENGINEER will provide meeting agenda, materials, and minutes for a pre-bid conference to be held at City Hall in Lee's Summit, Missouri. ENGINEER will answer written questions from prospective bidders, and maintain record of telephone requests and questions that may be used in preparing addenda to the Contract Documents. ENGINEER will prepare and provide addenda to the CITY for distribution, as appropriate, to interpret, clarify or expand the Contract Documents, as necessary.

Construction phase services are not included in this scope of work. Any construction phase services added to the project will be addressed through an amendment to this scope of work.

## **II. CITY'S RESPONSIBILITIES**

CITY will furnish, as required by Basic Services and not at the expense of the ENGINEER, the following items:

- A. Provide available information pertinent to the PROJECT including GIS layers, previous reports, as-built drawings, survey, O&M records and any other data relative thereto.
- B. CITY's Project Manager will coordinate meetings between City staff and the ENGINEER.
- C. CITY will provide review comments on all deliverables within fourteen (14) calendar days for incorporation into the design documents, unless otherwise agreed upon between the ENGINEER and the CITY.
- D. Provide property owner notification and assist ENGINEER in contacting property owners
- E. Provide City front-end templates for the final construction documents.

(End of Scope of Services)

## Exhibit A

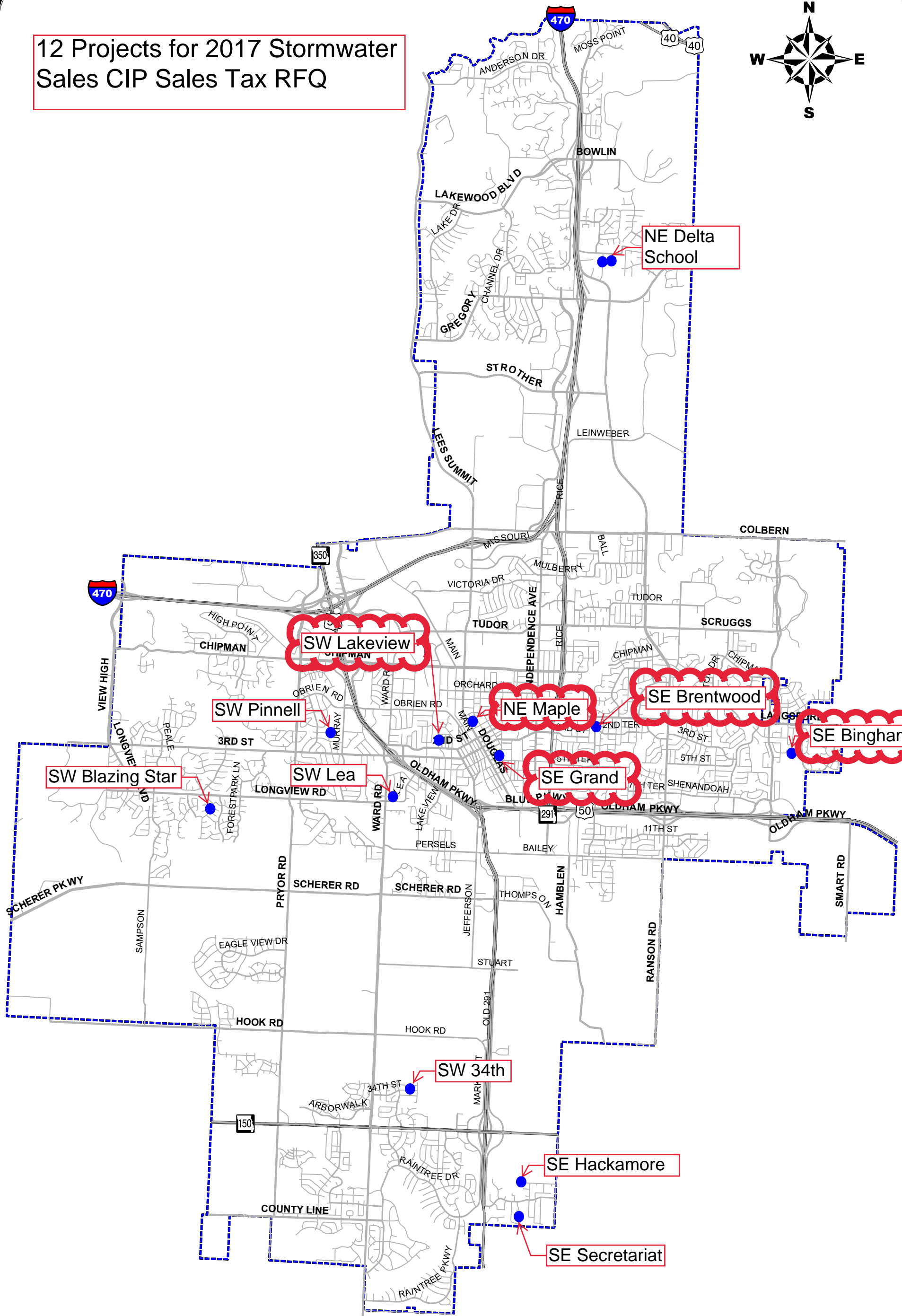
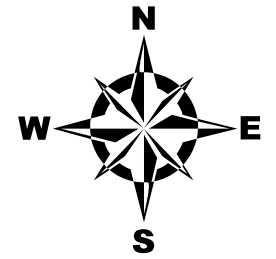
### Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$60.00
Technician*	6	\$74.00
Assistant*	7	\$85.00
	8	\$114.00
	9	\$138.00
Staff*	10	\$158.00
	11	\$172.00
Senior	12	\$190.00
	13	\$211.00
Associate	14	\$222.00
	15	\$228.00
	16	\$233.00
	17	\$237.00

#### NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at Level 17 rate plus 25%.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD), long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
7. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2019, and are subject to revision thereafter.

12 Projects for 2017 Stormwater Sales CIP Sales Tax RFQ



## Packet Information

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**File #:** TMP-1272, **Version:** 1

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An Ordinance authorizing the execution of an agreement and consent to joint use of track by and between the City of Lee's Summit, Missouri, IPL USA, Inc. and the Union Pacific Railroad Company.

Issue/Request:

An Ordinance authorizing the execution of an agreement and consent to joint use of track by and between the City of Lee's Summit, Missouri, IPL USA, Inc. and the Union Pacific Railroad Company.

Key Issues:

The City owns and maintains two railroad spurs which are used by manufacturing companies for transportation of materials.

Union Pacific (UPRR) notified IPL (Plastics Enterprises) that UPRR is requiring IPL to reduce rail car storage in the nearby UPRR storage lot from 12 rail cars to five rail cars. IPL approached the City about the potential temporary solution to store rail cars on the City owned spur which is currently not being utilized near the IPL facility.

City staff has no objection to the proposed temporary solution to IPL's rail car storage on the City owned spur at this time.

Proposed Committee Motion:

I move to recommend to City Council adoption of an Ordinance authorizing the execution of an agreement and consent to joint use of track by and between the City of Lee's Summit, Missouri, IPL USA, Inc. and the Union Pacific Railroad Company.

Background:

In the late 1980's and early 1990's, the City constructed two railroad spurs to assist with industrial development and growth in Lee's Summit. The first spur, sometimes referred to as the north spur, was constructed to serve Polyainers located off of North Douglas. The second spur, sometimes referred to as the south spur, was constructed to serve Toys R Us and Plastic Enterprises (now IPL Plastics) located off of Thompson Drive. The City owns the main spur lines and is responsible for all required maintenance.

In a recent communication from Union Pacific (UPRR) to IPL, IPL was notified that UPRR would no longer store 12 rail cars of raw materials in the UPRR yard, and the number of rail cars IPL was allowed within the yard would be limited to five rail cars. City staff was notified by IPL of the new storage requirement and the mandated reduction of storage presents material supply challenges for IPL. An initial meeting was held with IPL to explore and discuss any possible short-term and long-term solutions. The most satisfactory short-term solution to both parties appears for the City to allow the west branch of the spur to be used for temporary storage of railroad cars. (See Attachment A for a diagram of this option.) This section of track is suitable for this purpose on a short-term basis.

The west branch is not currently in use, but could be utilized in the future by the owners of the former Toys R Us facility or the vacant tract to the north. During an interim period, IPL will be exploring a private expansion of their private railroad spur on their property. Further, the agreement allows for either party to terminate the agreement with 30 days written notice.

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of agreement and consent to joint use of track between the City of Lee's Summit, Missouri, IPL USA, Inc. and Union Pacific Railroad Company.

Bob Hartnett, Deputy Director of Public Works/Administration

Committee Recommendation: [Enter Committee REcommendation text Here]



BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT AND CONSENT TO JOINT USE OF TRACK BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, IPL USA, INC. AND THE UNION PACIFIC RAILROAD (UPRR) COMPANY.

WHEREAS, the City of Lee's Summit ("City") owns and maintains a railroad spur located generally near Thompson Drive for the purpose of serving several industrial properties; and,

WHEREAS, the Union Pacific Railroad Company (UPRR) has determined that it needs to limit the stacking of rail cars in its nearby storage lot for IPL (Plastic Enterprises); and,

WHEREAS, UPRR and the City are agreeable to allow temporary storage of rail cars for IPL on the City's spur with the right to cancel the agreement on thirty (30) days' notice; and,

WHEREAS, IPL has requested such use of the City spur, and IPL has agreed to the terms of such use contained in the attached Agreement.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby approves the agreement to permit joint use of a track by and between, IPL USA, Inc., the Union Pacific Railroad Company (UPRR) and the City of Lee's Summit, Missouri, attached hereto and incorporated by reference as if fully set forth herein, and authorizes the execution of the same by the City Manager.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

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

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

ATTEST:

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City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

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Nancy K. Yendes,  
Chief Counsel of Infrastructure and Planning

**AGREEMENT AND  
CONSENT TO JOINT USE OF TRACK**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY** (hereinafter "Railroad") and **CITY OF LEE'S SUMMIT**, a Missouri municipal corporation, to be addressed at 220 SE Green Street, Lee's Summit, Missouri 64063, (hereinafter "Industry") and **IPL USA, INC.**, a Missouri corporation, to be addressed at 401 SE Thompson Dr, Lee's Summit, Missouri 64082 (hereinafter "User").

**RECITALS:**

By agreement dated June 7, 1991, and as supplemented by agreement dated January 11, 1994, identified in the records of Railroad as Agreement Audit No. 155854 in Folder No. 1644-58 (hereinafter the "Basic Agreement"), Railroad has agreed to operate certain track 724 and 725, Circ7: MX259, Yard 14 (herein and therein "Track") for the benefit of Industry at LEES SUMMIT, MO, as described in the Basic Agreement, for the purpose of receiving rail service as contemplated by the Basic Agreement.

User desires rail service from Railroad on or over all or a portion of the Track, represents that it has made arrangements with Industry to use all or a portion of the Track jointly for rail service, and that Industry and User desire Railroad's consent to be jointly served;

Railroad is willing to give such consent on the terms and conditions described in this Consent to Joint Use of Track (this "Agreement").

**AGREEMENT:**

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

**Article 1.      INDUSTRY'S CONSENT**

In consideration of the covenants and agreements of User herein contained, Industry hereby consents to the joint use by User of the Track for the purpose of being served thereon by Railroad.

**Article 2.      RAILROAD'S CONSENT, TERM**

In consideration of the covenants and agreements herein contained, and subject to the terms and conditions hereof, Railroad hereby consents to serve jointly Industry and User over all or a portion of the Track for the period commencing as of the date first herein written, and extending for a term concurrent with the term of the Basic Agreement, conditioned upon and subject to the terms and conditions of this Agreement; provided, however, that upon termination howsoever of the Basic Agreement, this Agreement shall terminate forthwith.

**Article 3.      OBLIGATIONS OF INDUSTRY AND USER**

All of the covenants, terms and conditions of the Basic Agreement shall remain in full force and effect. User agrees to be bound by the terms and conditions of the Basic Agreement which are binding upon Industry, to the same extent and in the same manner as such terms and conditions pertain to the

Track and are binding upon Industry; provided, however, nothing herein contained shall be deemed to release Industry from keeping and performing all the terms, covenants, and conditions by Industry to be kept and performed under the Basic Agreement or to release Industry from any of Industry's liabilities or obligations thereunder; further provided, however, that User shall not acquire by virtue of this Agreement any ownership or salvage interest in the Track. Nothing in this Agreement shall be construed as amending or modifying the Basic Agreement except as specifically provided herein.

**Article 4.      TERMINATION**

This Agreement may be terminated by any party upon at least 30 days written notice to the other parties. Such notice shall be in writing and (a) personally delivered; (b) delivered by a reputable overnight courier; or (c) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Telecopy notices are valid only if actually received by the individual to whom addressed, and followed by delivery of actual notice in the manner described above within three (3) business days thereafter. Notices will be deemed received at the earlier of actual receipt, or one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit, or three (3) business days after deposit in the U.S. mail as evidenced by a return receipt. Notice must be directed to the parties at their respective addresses shown below, or such other address as any party may, from time to time, specify in writing to the others in the manner described above:

If to Railroad:               UNION PACIFIC RAILROAD COMPANY  
                                  ATTN: Real Estate Folder 03142-21  
                                  1400 Douglas Street, Mail Stop 1690  
                                  Omaha, Nebraska 68179  
                                  Facsimile: (402) 501-0340

With a copy to:              UNION PACIFIC RAILROAD COMPANY  
                                  ATTN: Senior Vice President Law and General Counsel  
                                  1400 Douglas Street, Mail Stop 1580  
                                  Omaha, Nebraska 68179  
                                  Facsimile: (402) 501-0132

If to Industry:               CITY OF LEE'S SUMMIT  
                                  220 SE Green Street  
                                  Lee's Summit, Missouri 64063

If to User:                    IPL USA, INC.  
                                  401 SE Thompson Dr  
                                  Lee's Summit, Missouri 64082

**Article 5.      INSURANCE**

A.       Irrespective of and in addition to any indemnity provisions hereof, before the term of this Agreement begins, User, at its sole expense, shall provide to Railroad prior to execution, and subsequently upon request, a certificate issued by its insurance carrier evidencing the insurance coverage required under Exhibit A attached and by reference made a part of this Agreement.

B.       Not more frequently than once every two (2) years, Railroad has the right to modify reasonably the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Industry and User understand and accept that the terms of this Article are wholly separate from and independent of the terms of Article -- LIABILITY in the Basic Agreement.

**Article 6. NO FURTHER SUBLETTING OR ASSIGNMENT**

Neither Industry nor User may transfer or assign any interest in this Agreement. This Agreement shall not be construed to authorize Industry or User further to transfer or assign any interest in the Basic Agreement.

**Article 7. NON-DISCLOSURE**

For the term of this Agreement and for thirty six (36) months thereafter, no party may disclose any of the terms of this Agreement to any non-party without the prior written consent of the other party except (1) as required by law, (2) to a corporate parent, subsidiary, or affiliate or (3) to legal counsel. Each party to this Agreement agrees to indemnify the other from and against any damage(s) suffered by a party as a result of disclosure by a party hereto, or by an auditor or counsel of any of the terms or conditions in violation of this provision. In the event a party determines that the terms of the Agreement have been disclosed to a non-party without the prior written consent of the non-disclosing party, then the non-disclosing party shall have the right to terminate this Agreement immediately upon notice to the other party, and to seek whatever remedies it may have at law or in equity.

**Article 8. TRACK SAFETY DEVICE - DERAILS**

A. Unless otherwise notified by Railroad, Industry at its sole cost shall maintain all derail device(s) on the Track, if any, including without limitation those required pursuant to Subarticle B below, in accordance with Article - MAINTENANCE BY INDUSTRY.

B. Whether or not derail devices(s) are on the Track, Railroad in the sole discretion of its Operating personnel at any time may require Industry to install new or replace existing derail device(s) on the Track. In such event, upon thirty (30) days notice from Railroad, Industry at its sole cost shall install or cause to be installed the required replacement or additional derail(s) of a type and size, and in location(s) specified by Railroad. Industry shall cooperate at all times with Railroad personnel regarding inspecting, repairing, replacing and installing derail device(s) on the Track.

**Article 9. TERMINATION OF PRIOR AGREEMENT**

Effective as of the date hereof, that certain agreement dated June 8, 1991, now in effect between the parties hereto, identified in the records of Railroad with its Audit Number 155854 (the "Prior Agreement"), is hereby terminated; PROVIDED, (i) such termination shall not affect any of the rights or obligations of the parties hereto under the Prior Agreement which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto and (ii) if not a party to the Prior Agreement User represents that it has succeeded to all right, title and interest of the non-railroad party thereto and agrees that the Prior Agreement is superseded by this Agreement.

Industry acknowledges that if it or its contractor provided to Railroad digital imagery depicting the Track (the "Digital Imagery"), Industry authorized Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Industry represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as the delivery of a manually executed counterpart of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

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

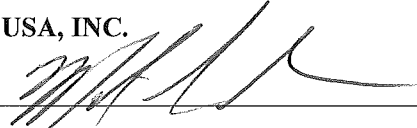
Jennifer Galer  
Manager, Real Estate - Track

**CITY OF LEE'S SUMMIT**

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

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ - Industry

**IPL USA, INC.**

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

Print Name: MATTHEW S. CAHNER  
Title: Plant Director - User

**EXHIBIT A**  
**Union Pacific Railroad**  
**Contract Insurance Requirements**

User shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

**A. Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" covered under the Master Track Agreement as the Designated Job Site.

**B. Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos.)

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" covered under the Master Track Agreement as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. Workers Compensation and Employers Liability Insurance.** Coverage must include but not be limited to:

- User's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If User is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

**D. Umbrella or Excess Insurance.** If User utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.  
Other Requirements

**E.** All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as Additional Insured shall not be limited by User's liability under the indemnity provisions of this Lease. BOTH USER AND COMPANY EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

**F.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise

under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

**G.** User waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Industry required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

**H.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

**I.** The fact that insurance is obtained by User will not be deemed to release or diminish the liability of User, including, without limitation, liability under the indemnity provisions of this Agreement or the Basic Agreement. Damages recoverable by Railroad from User or any third party will not be limited by the amount of the required insurance coverage.

**J.** User shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements in this Agreement.

**K.** All insurance correspondence, certificates of insurance and endorsements shall be addressed as follows:

Union Pacific Railroad Company  
Real Estate Department – Folder # 03142-21  
1400 Douglas Street, Stop 1690  
Omaha, NE 68179

Basic points to remember:

- The certificate must indicate that Union Pacific Railroad Company is included as an additional insured. (Listing Union Pacific Railroad Company only as a certificate holder is not sufficient.)
- Binders are only accepted for sixty (60) days.
- Failure to comply with insurance requirements may result in a delay of your activity with UPRR.
- The certificate must indicate your folder number.



Exhibit A

Toys R Us/ IPL Railroad Spur  
and request to use spur for RR car storage



## Packet Information

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**File #:** TMP-1277, **Version:** 1

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An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 1 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting additional federal funds in the amount of \$64,222 to relocate and extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport.

Issue/Request:

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 1 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting additional federal funds in the amount of \$64,222 to relocate and extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport.

Key Issues:

- The Commission previously approved funds for Relocate and Extend Taxiway A; Taxiway Lighting and Signage.
- The level of funding originally approved is not sufficient to cover the costs associated with Relocate and Extend Taxiway A; Taxiway Lighting and Signage.
- The Commission has sufficient funds to increase the grant amount for Relocate and Extend Taxiway A; Taxiway Lighting and Signage
- The Commission grants to the sponsor and additional sum not to exceed \$64,222 to Relocate and Extend Taxiway A; Taxiway Lighting and Signage.
- Local matching funds of \$3,568.00 represents fifty percent (50%) of the estimated local match required for the eligible project costs has already been expended.
- This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before July 30, 2019, or such subsequent date as may be prescribed in writing by the Commission.

Proposed Committee Motion:

I move to recommend to City Council an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 1 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting additional federal funds in the amount of \$64,222 to relocate and extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport.

Background:

The Commission previously approved funds for Relocate and Extend Taxiway A; Taxiway Lighting and Signage. The level of funding originally approved is not sufficient to cover the costs associated with Relocate and Extend Taxiway A; Taxiway Lighting and Signage. The Commission has additional funds to increase the grant amount for Relocate and Extend Taxiway A; Taxiway Lighting and Signage. The Commission grants to the sponsor and additional sum to exceed \$64,222 for Relocate and Extend Taxiway A; Taxiway Lighting and Signage. Local matching funds of \$3,568 represents fifty percent (50%) of the estimated local match required for the eligible project costs. The remaining \$3,568 will be paid with funds from a grant provided under the Commission's airport aid program. In addition, the project schedule is being revised from December 31, 2018 to December 31, 2019.

Timeline:

Start:

Finish: December 31, 2019

Bob Hartnett, Deputy Director of Public Works/Administration

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 1 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting additional federal funds in the amount of \$64,222 to relocate and extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT NO. 1 TO STATE BLOCK GRANT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING ADDITIONAL FEDERAL FUNDS IN THE AMOUNT OF \$64,222 TO RELOCATE AND EXTEND TAXIWAY A; TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, the Commission previously approved funds to Relocate and Extend Taxiway A; Taxiway Lighting and Signage; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with the project to Relocate and Extend Taxiway A; Taxiway Lighting and Signage; and

WHEREAS, the Commission has sufficient funds to increase the grant amount for Relocate and Extend Taxiway A; Taxiway Lighting and Signage project.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, Amendment No. 1 to the State Block Grant Agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri for Relocate and Extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

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

ATTEST:

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

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

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Mayor William A. Baird

ATTEST:

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City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

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

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

Sponsor: City of Lee's Summit  
Project No.: 16-109A-1

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

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

**AMENDMENT #1**

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

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on November 8, 2017, and executed by the Commission on November 20, 2017, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Six Million Two Hundred Thirty-Four Thousand Five Dollars (\$6,234,005) to the Sponsor to assist with Relocate and Extend Taxiway A; Taxiway Lighting and Signage; and

WHEREAS, the Commission previously approved funds for Relocate and Extend Taxiway A; Taxiway Lighting and Signage; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Relocate and Extend Taxiway A; Taxiway Lighting and Signage.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Relocate and Extend Taxiway A; Taxiway Lighting and Signage.

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

(1) **ADDITIONAL GRANT:** The Commission grants to the Sponsor an additional sum not to exceed Sixty-Four Thousand Two Hundred Twenty-Two Dollars (\$64,222) for Relocate and Extend Taxiway A; Taxiway Lighting and Signage subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than Three Thousand Five Hundred Sixty-Eight Dollars (\$3,568) toward the project in addition to those previously committed by the Sponsor in the Original Agreement. The amount of

matching funds represents fifty percent (50%) of the estimated local match required for the eligible project costs. The remaining Three Thousand Five Hundred Sixty-Eight Dollars (\$3,568) will be paid with funds from a grant provided under the Commission's airport aid program pursuant to section 305.230.4(1) RSMo.

(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before July 30, 2019, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of December 31, 2018, will be extended to December 31, 2019, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

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

*[Remainder of Page is Intentionally Left Blank.]*

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

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

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

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

Commission Counsel

\_\_\_\_\_

Title \_\_\_\_\_

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



**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

**CITY OF LEE'S SUMMIT**

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

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

Date \_\_\_\_\_

## Packet Information

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**File #:** TMP-1278, **Version:** 1

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An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission First Supplemental Agreement to Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional funds in the amount of \$3,568 which is equal to fifty percent (50%) of the additional match for the sponsor's State Block Grant for project 16-109A-1 Relocate and Extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport.

Issue/Request:

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission First Supplemental Agreement to Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional funds in the amount of \$3,568 which is equal to fifty percent (50%) of the additional match for the sponsor's State Block Grant for project 16-109A-1 Relocate and Extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport.

Key Issues:

- The Commission previously approved funds for Relocate and Extend Taxiway A; Taxiway Lighting and Signage.
- The level of funding originally approved is not sufficient to cover the costs associated with this project.
- The Commission has sufficient funds to increase the grant amount for this project.
- The Commission grants to the sponsor and additional sum of \$3,568 for the project.
- Local matching funds of \$3,568 represents fifty percent (50%) of the estimated local match required for the eligible project costs.
- Based upon the revised project schedule, the original project time period of December 31, 2018, will be extended to December 31, 2019, to allow for completion of the work.

Proposed Committee Motion:

I move to recommend to City Council the approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission First Supplemental Agreement to Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional funds in the amount of \$3,568 which is equal to fifty percent (50%) of the additional match for the sponsor's State Block Grant for project 16-109A-1 Relocate and Extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport.

Background:

The Commission previously approved funds to Relocate and Extend Taxiway A; Taxiway Lighting and Signage. The level of funding originally approved is not sufficient to cover the costs associated with Relocate and Extend Taxiway A; Taxiway Lighting and Signage. The Commission has additional funds to increase the grant amount for this project. The Commission grants to the sponsor and additional sum to exceed \$3,568 for this project. Local matching funds of \$3,568 represents fifty percent (50%) of the estimated local match required for the eligible project costs and has been expended. Based upon the revised project schedule, the original project time period of December 31, 2018, will be extended to December 31, 2019, to allow for completion of the work.

Timeline:

Start:

Finish: December 31, 2019

Bob Hartnett, Deputy Director of Public Works/Administration

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission First Supplemental Agreement to Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional funds in the amount of \$3,568 which is equal to fifty percent (50%) of the additional match for the sponsor's State Block Grant for project 16-109A-1 Relocate and Extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FIRST SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING ADDITIONAL FUNDS IN THE AMOUNT OF \$3,568 WHICH IS EQUAL TO FIFTY PERCENT (50%) OF THE ADDITIONAL MATCH FOR THE SPONSOR'S STATE BLOCK GRANT FOR PROJECT 16-109A-1 RELOCATE AND EXTEND TAXIWAY A; TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, the Commission previously approved funds to Relocate and Extend Taxiway A; Taxiway Lighting and Signage; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with this project; and

WHEREAS, the Commission has sufficient funds to increase the grant amount for this project.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of a first supplemental agreement to airport aid agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri to Relocate and Extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

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

ATTEST:

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

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

---

Mayor William A. Baird

ATTEST:

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City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

---

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

CCO Form: MO03  
Approved: 7/94 (MLH)  
Revised: 03/17 (MWH)  
Modified:

Project No.: AIR 166-109A

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
FIRST SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT**

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

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by Sponsor on November 8, 2017, and executed by the Commission on November 20, 2017 (hereinafter, "Original Agreement") under which the Commission granted the sum of Three Hundred Forty-Six Thousand Three Hundred Thirty-Three Dollars (\$346,333) to the Sponsor to assist in specified Relocate and Extend Taxiway A; Taxiway Lighting and Signage; and

WHEREAS, the Commission previously approved funds for this project; and

WHEREAS, the level of funding originally approved is not sufficient to cover costs associated with this project; and

WHEREAS, the Commission has sufficient funds to increase the grant amount for this project.

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

(1) ADDITIONAL GRANT: The Commission hereby grants to the Sponsor an additional sum of Three Thousand Five Hundred Sixty-Eight Dollars (\$3,568), which is equal to fifty percent (50%) of the match required for Sponsor's State Block Grant for Project 16-109A-1.

(2) PROJECT TIME PERIOD: Based upon the revised project schedule, the original project time period of December 31, 2018, will be extended to December 31, 2019, to allow for completion of the work. Paragraph (3) of the Original Airport Aid Agreement is hereby amended accordingly.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

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

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

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_

Commission Counsel

Title \_\_\_\_\_

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

## Packet Information

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**File #:** TMP-1279, **Version:** 1

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An Ordinance authorizing the execution of Amendment No. 2 to permit the extension of the project time period from June 30, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting State funds in the amount of \$9,372,772 to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

### Issue/Request:

An Ordinance authorizing the execution of Amendment No. 2 to permit the extension of the project time period from June 30, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting State funds in the amount of \$9,372,772 to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

### Key Issues

- Original agreement had a completion date of December 31, 2017
- First Supplemental Airport Aid Agreement extended the original agreement to December 31, 2018
- This request the Second Supplemental Airport Aid Agreement is a time extension to complete the project by December 31, 2019
- This project includes rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 lighting improvements.
- This grant in the amount of \$520,710 to the Sponsor to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

### Proposed Committee Motion:

I move to recommend to City Council an Ordinance authorizing the execution of Amendment No. 2 to permit the extension of the project time period from June 30, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting State funds in the amount of \$9,372,772 to assist with Rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

### Background:

The original agreement had a completion date of December 31, 2017 and was extended with Amendment #1



to June 30, 2018. Still needing more time to complete the project we are amending the agreement with Amendment #2 that will extend the completion date tell December 31, 2019. This project includes rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 lighting improvements. This State Block grant in the amount of \$9,372,772 to the Sponsor to assist with rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 lighting improvements. A State Block Grant in the amount of \$9,372,772 was granted to the sponsor to assist with rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

Timeline:

Start:

Finish: December 31, 2019

Bob Hartnett, Deputy Director of Public Works/Administration

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of Amendment No. 2 to permit the extension of the project time period from June 30, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting State funds in the amount of \$9,372,772 to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM JUNE 30, 2018 TO DECEMBER 31, 2019 OF THE AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$9,372,772 TO ASSIST WITH REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

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

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Relocate and Extend Taxiway A; Taxiway Lighting and Signage; and

WHEREAS, the parties entered into an Amendment #1 to the Original Agreement executed by the Sponsor on May 9, 2018, and executed by the Commission on May 25, 2018, (hereinafter, "Amendment #1") under which the parties agreed to extend the project time period from December 31, 2017 through June 30, 2018; and

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

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of Amendment No. 2 of the state block grant agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri to Relocate and Extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

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Mayor William A. Baird

ATTEST:

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City Clerk Trisha Fowler Arcuri

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

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Mayor William A. Baird

ATTEST:

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City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

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

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

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

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

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

**AMENDMENT #2**

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

WITNESSETH:

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

WHEREAS, the parties entered into an Amendment #1 to the Original Agreement executed by the Sponsor on May 9, 2018, and executed by the Commission on May 25, 2018, (hereinafter, "Amendment #1") under which the parties agreed to extend the project time period from December 31, 2017 through June 30, 2018; and

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

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

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the project time period of June 30, 2018 will be extended through December 31, 2019 to allow for completion of the work. Paragraph (1) of Amendment #1 is hereby amended accordingly.

(2) SPECIAL CONDITIONS:

(A) The project will be carried out in accordance with the assurances

(Exhibit 1) given by the Sponsor to the Commission as specified in this Amendment #2.

(B) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before August 15, 2019, or such subsequent date as may be prescribed in writing by the Commission.

(C) All other terms and conditions of the Original Agreement and Amendment #1 entered into between the parties shall remain in full force and effect.

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

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

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

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_

Title \_\_\_\_\_

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

**CITY OF LEE'S SUMMIT**

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

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

Date \_\_\_\_\_

## Packet Information

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**File #:** TMP-1280, **Version:** 1

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An Ordinance authorizing a Second Supplemental Agreement to Airport Aid Agreement to permit the extension of the project time period from December 31, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting funds in the amount of \$520,710 to assist with Rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

### Issue/Request:

An Ordinance authorizing a Second Supplemental Agreement to Airport Aid Agreement to permit the extension of the project time period from December 31, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting funds in the amount of \$520,710 to assist with Rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

### Key Issues:

- Original agreement had a completion date of December 31, 2017
- First Supplemental Airport Aid Agreement extended the original agreement to December 31, 2018
- This request the Second Supplemental Airport Aid Agreement is a time extension to completing the project by December 31, 2019
- This project includes rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 lighting improvements.
- This grant in the amount of \$520,710 to the Sponsor to assist with Rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

### Proposed Committee Motion:

I move to recommend to City Council an Ordinance authorizing a Second Supplemental Agreement to Airport Aid Agreement to permit the extension of the project time period from December 31, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting funds in the amount of \$520,710 to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

### Background:

The original agreement had a completion date of December 31, 2017 was extended with First Supplemental

Airport Agreement to December 31, 2018. Still needing more time to complete the project we are amending the agreement with the Second Supplemental Airport Agreement that will extend the completion date to December 31, 2019. This project includes rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements. The grant in the amount of \$520,710 to the Sponsor to assist with rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

Timeline:

Start:

Finish: December 31, 2019

Bob Hartnett, Deputy Director of Public Works/Administration

Recommendation: Staff recommends approval of an Ordinance authorizing a Second Supplemental Agreement to Airport Aid Agreement to permit the extension of the project time period from December 31, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting funds in the amount of \$520,710 to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements.

Committee Recommendation: [Enter Committee Recommendation text Here]



BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING A SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2018 TO DECEMBER 31, 2019 OF THE AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$520,710 TO ASSIST WITH REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

WHEREAS, the parties entered into an Agreement executed by the Sponsor on November 15, 2016, and executed by the Commission on November 23, 2016, (hereinafter, "Original Agreement") under which the Commission granted the sum of Five Hundred Twenty Thousand Seven Hundred Ten Dollars (\$520,710) to the Sponsor to assist with Rehabilitate and Strengthen Runway 18/36, Extend Runway 18/36, Extend Runway 11/29; and Runway 18/36 and 11/29 Lighting Improvements; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Relocate and Extend Taxiway A; Taxiway Lighting and Signage; and

WHEREAS, the parties entered into an First Supplemental Airport Aid Agreement to the Original Agreement executed by the Sponsor on May 9, 2018, and executed by the Commission on May 25, 2018, (hereinafter, "First Supplemental Agreement") under which the parties agreed to extend the project time period through December 31, 2018 to allow for completion of the work; and

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

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of a Second Supplemental Agreement to the state block grant agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri to Relocate and Extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

---

Mayor William A. Baird

ATTEST:

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City Clerk Trisha Fowler Arcuri

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

---

Mayor William A. Baird

ATTEST:

---

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

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

CCO Form: MO03  
Approved: 7/94 (MLH)  
Revised: 03/17 (MWH)  
Modified:

Project No. AIR 156-109A-3

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT**

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

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by the Sponsor on November 15, 2016, and executed by the Commission on November 22, 2016 (hereinafter, "Original Agreement") under which the Commission granted the sum of Five Hundred Twenty Thousand Seven Hundred Ten Dollars (\$520,710) to the Sponsor to assist in specified Rehabilitate and Strengthen Runway 18/36, Extend Runway 18/36, Extend Runway 11/29; and Runway 18/36 and 11/29 Lighting Improvements; and

WHEREAS, the parties entered into an First Supplemental Airport Aid Agreement executed by the Sponsor on May 9, 2018, and executed by the Commission on May 25, 2018 (hereinafter, "First Supplemental Agreement") under which the parties agreed to extend the project time period through December 31, 2018, to allow for completion of the work; and

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

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

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the project time period of December 31, 2018, will be extended to December 31, 2019, to allow for completion of the work. Paragraph (1) of the First Supplemental Agreement is hereby amended accordingly.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Second Supplemental Agreement, the Original Agreement and First Supplemental Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement and First Supplemental Agreement shall extend and apply to this Second Supplemental Agreement.

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

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

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

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

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_

Title \_\_\_\_\_

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

## Packet Information

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**File #:** 2019-2811, **Version:** 1

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Preliminary Cost Estimates to Accept and Maintain Roads Outside of Lee's Summit

Issue/Request:

Key Issues:

Public Works Committee requested staff to identify roads around Lee's Summit that are partially or completely outside of the City's jurisdiction but are used by LS residents followed by an estimate of costs to bring these roads up to current LS standards.

Background:

Public Works Committee members have had numerous calls about the condition of roads that are not within the jurisdiction of Lee's Summit, such as View High Drive. The committee chair requested Staff provide a list of roads used by LS residents that are outside of the City's jurisdiction. The request also included evaluation of potential costs of repairing or rehabilitating those roads. The roads shown in this presentation have a history of generating numerous calls or questions from local residents.

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Dena Mezger, P.E., Director of Public Works

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

LS

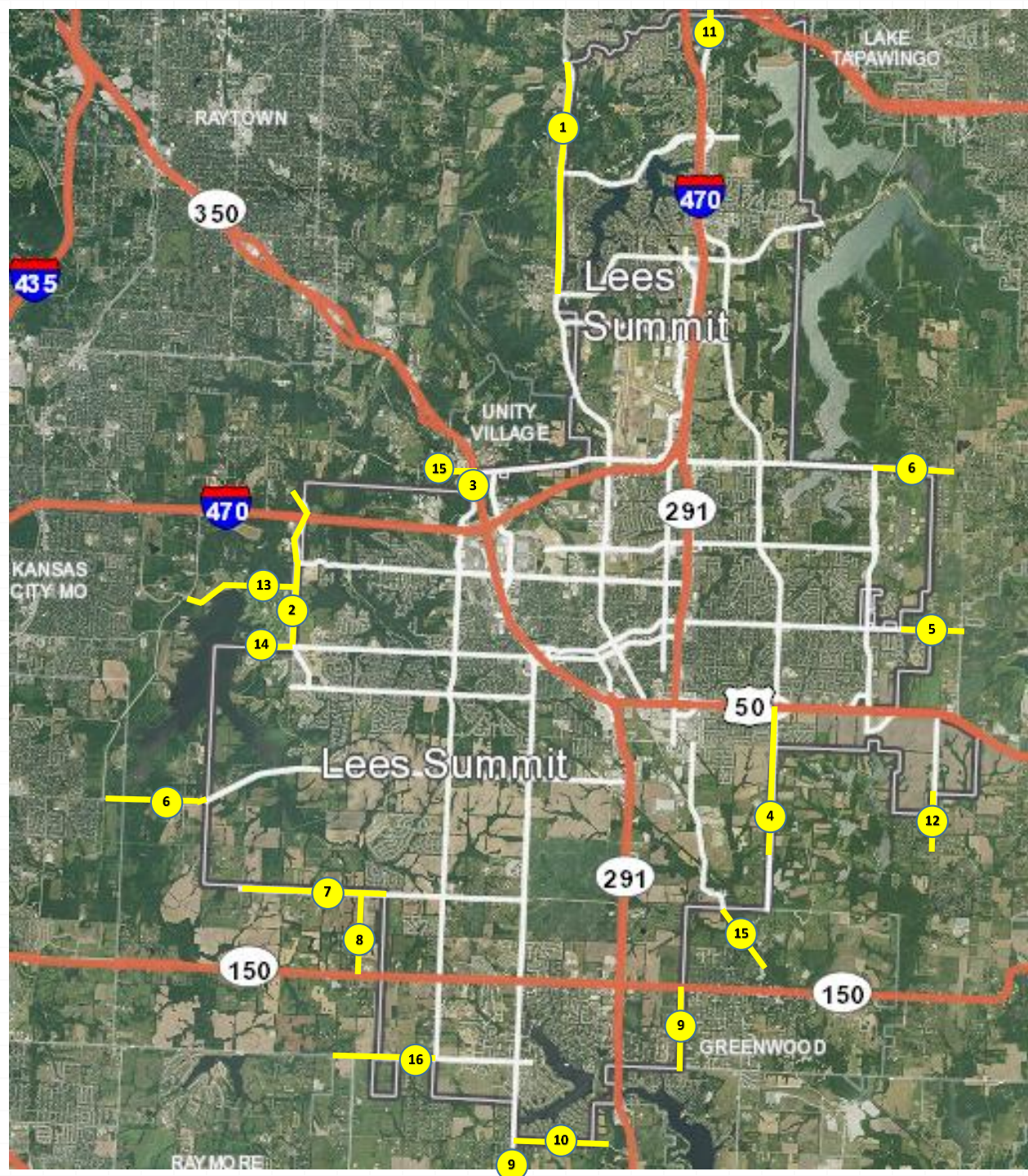
# Road Annexation Cost Estimates

Preliminary Cost Estimates to Accept and  
Maintain Roads Outside City Limits

May 28, 2019



# Roads Outside LSMO with recurring resident Inquiries



## Preliminary Cost Estimates Roads Outside of Lee's Summit

ID	Street	From	To	Owner	Length (mi)	Lanes	Annual Maintenance Cost	Acceptance Cost	Acceptance Criteria
1	Lees Summit Road	Gregory	Anderson	KCMO	2.20	2	\$46,437.14	\$ 5,280,000.00	reconstruct
2	View High Drive	3rd St	N. 1470	KCMO	1.60	5	\$98,031.16	\$ 9,600,000.00	reconstruct
3	Pryor Road	Bannister	City Limit	KCMO	0.28	2	\$5,936.57	\$ 675,000.00	reconstruct
4	Ranson Road	50 Hwy	James Reed	MoDOT	1.37	3	\$43,414.88	\$ 4,936,363.64	reconstruct
5	Langsford Road	City Limit	Milt. Thom.	County	1.27	2	\$26,890.64	\$ 3,057,522.73	reconstruct
6	Colbern Road	City Limit	7 Hwy	County	1.60	4	\$67,361.03	\$ 434,015.15	overlay
7	Hook Road	City Limit	Peterson	KCMO	1.78	2	\$37,658.21	\$ 4,281,818.18	reconstruct
8	Horridge Road	Hook	150 Hwy	KCMO	1.00	2	\$21,187.74	\$ 2,409,090.91	reconstruct
9	Ward Road	City Limit	58 Hwy	County	2.00	2	\$42,155.61	\$ 271,613.64	overlay
10	163rd Street	Ward	291 Hwy	County	1.50	2	\$31,641.69	\$ 3,597,727.27	reconstruct
11	Lakewood Way	City Limit	40 Hwy	Indep.	0.26	2	\$5,496.82	\$ 625,000.00	reconstruct
12	Smart Road	City Limit	M150	County	2.51	2	\$52,949.37	\$ 341,159.09	overlay
13	109th Street	View High	Raytown	KCMO	1.45	2	\$30,522.34	\$ 196,659.09	overlay
14	Longview/Frank White	View High	Longview	County	0.46	2	\$9,614.44	\$ 61,946.97	overlay
15	Hamblen Road	City Limit	Gambrell	Greenwood	0.76	2	\$16,010.74	\$ 1,820,454.55	reconstruct
16	County Line Road	Pryor	Kurzwell	County	1.00	2	\$21,107.79	\$ 2,400,000.00	reconstruct
							<b>\$556,416.17</b>	<b>\$ 39,988,371.21</b>	
NOTE: For roadways with median, median is added as 1 lane.									
Lanes is for existing only; Widening or paved shoulders will increase annual Maintenance Cost									



# Preliminary Cost Estimates MoDOT System

Street	Owner	Length (mi)	Lane Miles	Annual Maintenance Cost	Acceptance Cost	Notes/Issues	Acceptance Criteria
M 291 Highway	MoDOT	10.25	22	\$232,185.68	\$ 1,496,000.00	Surface; signals; bike/ped facilities	overlay
M 150 Highway	MoDOT	4.75	10	\$122,538.94	\$ 680,000.00	Convert lighting; medians	overlay
Outer Roads and Intersections	MoDOT	18.56	43	\$453,817.46	\$ 51,600,000.00	Bike/ped facilities; lighting; signals; condition	reconstruct
				<b>\$808,542.08</b>	<b>\$ 53,776,000.00</b>		