



## The City of Lee's Summit

### Final Agenda

#### Public Works Committee

Tuesday, May 16, 2017

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENTS
4. APPROVAL OF ACTION LETTER
  - A. [2017-1185](#) Approval of the April 26, 2017 Action Letter
5. BUSINESS
  - A. [2017-1052](#) Monthly Landfill Tonnage Report May 2017
  - B. [2017-1109](#) A RESOLUTION ADOPTING THE FY2018 - FY2022 CAPITAL IMPROVEMENT PLAN (CIP) IN ACCORDANCE WITH THE CITY OF LEE'S SUMMIT CHARTER
  - C. [TMP-0510](#) AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$24,005.00 FOR THE HOOK ROAD SHOULDER IMPROVEMENT PROJECT PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI
  - D. [TMP-0469](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 423-322-72C FOR THE TODD GEORGE PARKWAY SHOULDER IMPROVEMENTS - COLBERN ROAD TO WOODS CHAPEL TO J.M. FAHEY CONSTRUCTION COMPANY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,107,695.10

- E. [TMP-0494](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Surface Seal) FOR THE SURFACE SEAL 17/18 PROGRAM TO VANCE BROTHERS INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$973,308.32.
  - F. [TMP-0493](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Overlay) FOR THE MILL & OVERLAY PROGRAM TO SUPERIOR BOWEN ASPHALT COMPANY, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$2,748,399.64.
  - G. [TMP-0499](#) AN ORDINANCE APPROVING AWARD OF RFQ 2017-307 TO STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS, FOR A ONE YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS FOR ON-CALL YEARLY ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME
  - H. [TMP-0500](#) AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 1 TO THE ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS (RFQ NO. 2017-307), FOR A NOT TO EXCEED COST OF \$85,000.00, FOR ANNUAL TASKS ASSOCIATED WITH THE RESOURCE RECOVERY PARK, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.
  - I. [TMP-0501](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH BARTLETT & WEST INC., FOR THE LANGSFORD ROAD BRIDGE REHABILITATION (RFQ NO. 44112-D) IN THE AMOUNT OF \$76,874.50 FOR A REVISED CONTRACT AMOUNT OF \$364,315.50, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME
  - J. [2017-1201](#) Discussion - 5th Terrace Project and Alternate Capital Improvement Project Considerations
6. ROUNDTABLE
7. ADJOURNMENT

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

## Packet Information

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**File #:** 2017-1185, **Version:** 1

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Approval of the April 26, 2017 Action Letter

Issue/Request:

Approval of the April 26, 2017 Action Letter.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move for approval of the Action Letter dated April 26, 2017.



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

Wednesday, April 26, 2017

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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**CALL TO ORDER**

The April 26, 2017 Public Works Committee meeting was called to order by Chairman Mosby, at 5:01 p.m. at City Hall, 220 SE Green Street, in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

**ROLL CALL**

**Present:** 4 - Chairperson Dave Mosby  
Vice Chair Rob Binney  
Councilmember Craig Faith  
Councilmember Phyllis Edson

**APPROVAL OF AGENDA**

There was a consensus of the committee to switch items A and B, under the Business section of the agenda, to accommodate the public that was in attendance for the 5th St. Terrace Project discussion.

**PUBLIC COMMENTS**

Mr. Ken Sessa addressed the Committee with his concerns regarding the 5th Street Terrace Project. He disagreed with Staff that a bridge would improve emergency response times by 45 seconds to anyone in the area. He added that speed humps would slow emergency vehicle speeds and not everyone in the area goes to Lee's Summit Medical Center. He requested an ambulance be added to Fire District #6 instead. He agreed that residents want better access to the school and park but the increase in traffic out warrants those benefits. He expressed his disappointment in the process, a good process includes public vetting and not dismissal of concerns. He said he had lost some trust in the process.

Ms. Amy Driver told the Committee that Lee's Summit Medical Center is a level 3 trauma center but has a good stroke center. It is important that treatment for a stroke be delivered within the first 60 minutes so an

increase in access time by 45 seconds is not worth the danger of increased traffic.

APPROVAL OF ACTION LETTER

- A. [2017-1054](#) Approval of the February 23, 2017 Action Letter

**A motion was made by Vice Chair Binney, seconded by Councilmember Faith, that these Minutes be approved. The motion carried by a unanimous 4-0 vote.**

**Aye:** 4 - Chairperson Mosby  
Vice Chair Binney  
Councilmember Faith  
Councilmember Edson

BUSINESS

- B. [2017-1147](#) Discussion of 5th St. Terrace Project

Chairman Mosby asked for clarification of the reason that City Council sent this issue back to Committee. Councilmember Edson responded that it was her understanding that Mayor Pro Tem Binney requested to send it back to Committee to figure out how to unwind the project. Mayor Pro Tem Binney explained that it was sent back to Committee for discussion, and if it was decided to remove it from the CIP list, then several ordinances would be involved including the approval of the CIP list, the budget and any contracts that have been approved for projects on the list. Chairman Mosby clarified further that the task is to discuss it and determine if they want to send it back to City Council, remove it or modify it and send it back to City Council. Councilmember Faith added another option, to delay a decision for further review.

Chairman Mosby stated that due to the amount of people in attendance for the discussion, it is apparent that the residents most effected by the project don't want it. The additional information submitted wasn't sufficient to change his opinion on the subject. He then shared his position; an ambulance was moved from Fire District #6 to near the Airport making ambulance arrival times longer, during an emergency not everyone in the area would be headed to Lee's Summit Medical Center and only 6 or 7 houses on each side of the proposed bridge would be affected. He added that an option for the committee to consider is to work on adding a pedestrian bridge or to suggest that the Parks Department work on adding a pedestrian bridge since it would connect to their trail.

Councilmember Faith stated he thought more information is needed in order to make a decision.

Councilmember Edson asked Councilmember Faith what additional information he would like to see and how long would he like to postpone the discussion. Councilmember Faith answered that he has not had a

chance to see fair assessments on emergency response, specifically 2nd and 3rd alarm fires and police patrols. He agreed that traffic would be diverted from 7th Street and speed humps would slow response time. He ended by saying that the project had some merit at some point so he would like to give it a full vetting before moving forward.

Mr. Steve Arbo, City Manager, suggested that the Committee revisit the list of Capital Improvement projects to see if there are other projects that would have a higher priority at this time.

Ms. Dena Mezger, Director of Public Works, reminded the Committee that the money can only be spent on roads and bridges. Stormwater projects or a pedestrian bridge would not be eligible expenses from this fund.

Mayor Pro Tem Binney asked Ms. Mezger what the contract that has been let so far entails. She responded that the survey is complete. The preliminary design and hydraulics have not been started yet. Mayor Pro Tem Binney verified that the staff estimate for the project is approximately \$900,000.00 and Ms. Mezger explained that is a worst case scenario assuming that a bridge structure would have to be installed instead of a box culvert. Mayor Pro Tem Binney then asked if the contract that has been let for the project only includes survey work. Ms. Mezger stated that the design contract is for the entire design work that includes surveying, hydraulic analysis, permitting and the design of the final structure and crossing, it also includes a re-study of the flood plain upstream from the Langsford Road culvert near Carolina Court and through that area, from a different funding source, because that study was not completed and there is a need to see what can be done for some streets that flood. Mayor Pro Tem Binney asked if any part of the contract is voidable and what the cost is to the City. Ms. Nancy Yendes, Chief Council of Infrastructure and Planning, replied that the entire contract or parts of it can be voided at any time and the City pays for work that has been completed. Mayor Pro Tem Binney then asked what the shelf life is for a hydrology study. Ms. Mezger explained that because the study is to be performed in an area that is already developed, it should have a fairly long shelf life. The discussion turned to how to unwind the 5th St. Terrace Project.

Councilmember Edson asked if the funding could be used for curb projects. Ms. Mezger explained that over three million dollars of that fund have already been spent on curbs.

Councilmember Faith stated that plans are already underway to improve communication regarding projects like this but he wants to make sure that updates to this project are communicated to the residents that are affected in a timely matter.

Chairman Mosby asked Mr. Arbo how he would suggest to move forward at this point. Mr. Arbo responded that it would be more efficient to unwind this project and reassign the funding to another project at the same time.

A motion was made by Chairman Mosby, seconded by Councilmember Edson, to direct staff to bring back a list of the full scope of projects to the Public Works Committee meeting, May 16, 2017, so the Committee can determine if this project continues to be a priority on the list. The motion carried by a unanimous 4-0 vote.

## PUBLIC COMMENTS

Chairman Mosby reopened the Public Comments section of the agenda and Mr. Dale Coy asked to be put on the record as saying that for almost the last four years he has been asking this Committee to move the City forward on a winter storm operations map and not much progress has been made toward his request.

Mr. Roy Musset asked when Hamel Heights will be getting their streets and curbs fixed. He stated that new areas have had street and curb work recently and he believes Hammel Heights is in worse condition. He also mentioned that Douglas needs curb work also.

### A. [2017-1051](#) Stormwater User Fees Information

Ms. Dena Mezger, Director of Public Works, gave a brief overview of the previous discussions regarding Stormwater User Fees and how comparable cities in the area handle their user fees. More detailed information would require a rate study which will cost several hundred thousand dollars. This is a large investment without a guarantee of approval by the voters.

Councilmember Faith mentioned the programs to replace equipment and suggested beginning a program to replace storm drains. Ms. Mezger said that funding it without taking it from the General Fund is the issue.

Regarding the rate study, Chairman Mosby mentioned that the Reserve Fund (Emergency Fund) has been used for similar projects in the past.

Councilmember Edson asked how long it would take to get a program put before the voters. Ms. Mezger's response was 18-24 months.

Mayor Pro Tem Binney suggested communicating with the EDC and the Chamber, before beginning a rate study, to explain the process and expected outcome and see how they feel about it. He then reminded everyone that only a handful of specific projects will be fixed with this

**Public Works Committee**

**Action Letter**

**April 26, 2017**

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funding, the program is intended to maintain the current public system. There are state rules and laws that say the City can't use public money to fix private issues.

A motion was made by Vice Chair Binney, second by Councilmember Edson, to recommend to City Council approving the stormwater goals and a level 2 response for maintenance and to direct the City Manager to initiate community discussions regarding a potential user fee to fund stormwater maintenance at level 2 prior to making the decision to fund a rate study. The motion carried by a unanimous 4-0 vote.

**ROUNDTABLE**

Ms. Dena Mezger, Director of Public Works announced Scott Edgar's retirement. His last day will be June 2.

Ms. Christal Weber announced RecycleFest will take place from 9 a.m. to noon on April 29, between City Hall and the parking garage.

**ADJOURNMENT**

The April 26, 2017, Public Works Committee meeting was adjourned by Chairman Mosby at 6:31 p.m. at City Hall, 220 Green Street, City Council Chamber.

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## Packet Information

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**File #:** 2017-1052, **Version:** 1

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Monthly Landfill Tonnage Report May 2017

Issue/Request:

This is a presentation on the usage of the Lee's Summit Landfill.

Key Issues:

Proposed Committee Motion:

Background:

The Solid Waste Division has managed the landfill up until March 1, 2016. After that date, Heartland Environmental manages the landfill through a publicly bid contract.

Impact/Analysis:

Landfill tonnage is tracked in order to better manage the City's resource.

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Chris Bussen, Solid Waste Superintendent



# LEE'S SUMMIT MISSOURI

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May 5, 2017

To: Bob Hartnett, Deputy Director, Public Works

From: Chris Bussen, Solid Waste Superintendent

Copy: Dena Mezger, Director of Public Works

Re: Landfill Monthly Tonnage Report

The Solid Waste Division's last Landfill Monthly Tonnage Report was delivered to the Public Works Committee in February of 2017.

On March 1, 2016, Heartland Environmental Services, LLC, dba Summit Waste Systems, LLC, was contracted to operate the Lee's Summit Resource Recovery Park and Landfill. The information below is provided by Summit Waste Systems and represents the last 12 months of operation.

Month	Average Tons Per Day (TPD)
May	398 TPD
June	387 TPD
July	405 TPD
August	334 TPD
September	363 TPD
October	355 TPD
November	429 TPD
December	402 TPD
January	328 TPD
February	343 TPD
March	379 TPD
April	710 TPD

Summit Waste System's average for the last 12 months of operation is 404 tons per day.

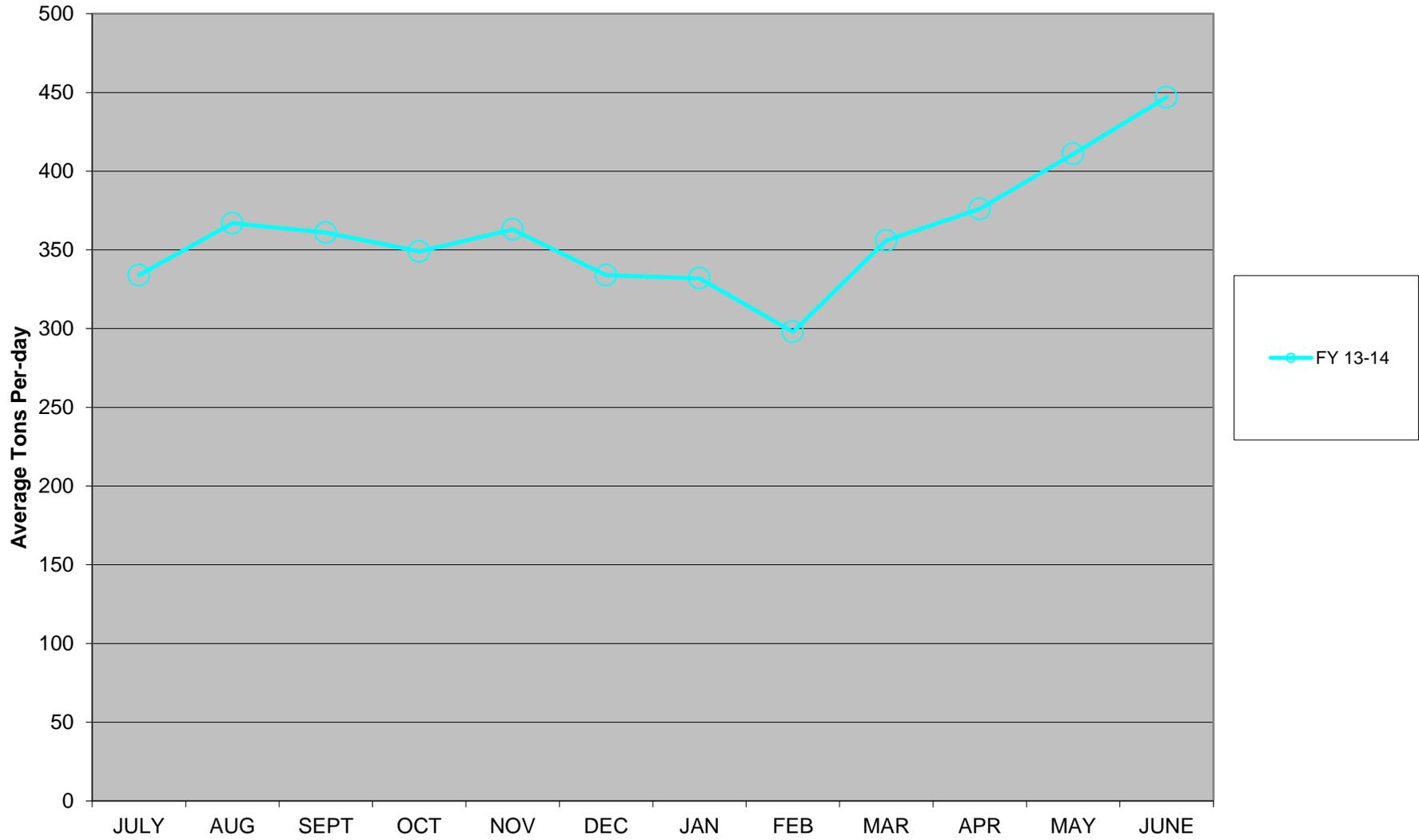


Daily Average by Month

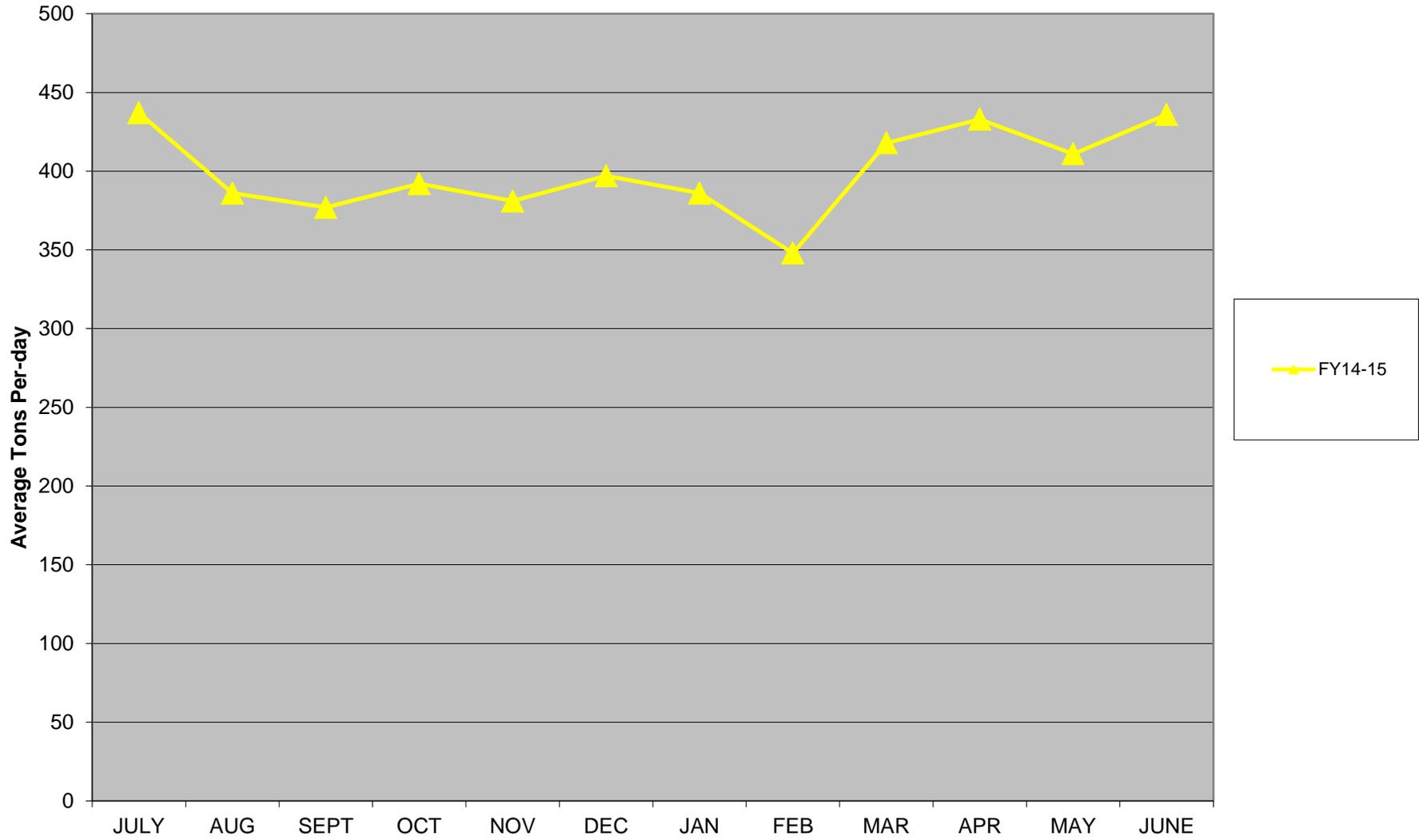
4 Year Average for Daily Tonnage by Month

	4 yr. Average	FY16-17	FY15-16	FY14-15	FY 13-14
<b>JULY</b>	404	405	440	437	334
<b>AUG</b>	378	334	424	386	367
<b>SEPT</b>	384	363	434	377	361
<b>OCT</b>	372	355	392	392	349
<b>NOV</b>	398	429	419	381	363
<b>DEC</b>	380	402	385	397	334
<b>JAN</b>	351	328	356	386	332
<b>FEB</b>	337	343	360	348	298
<b>MAR</b>	380	397	347	418	356
<b>APR</b>	478	710	392	433	376
<b>MAY</b>	407		398	411	411
<b>JUNE</b>	423		387	436	447
<b>Yr. Avg.</b>	391	407	395	400	361
<b>Target</b>	350	350	350	350	350

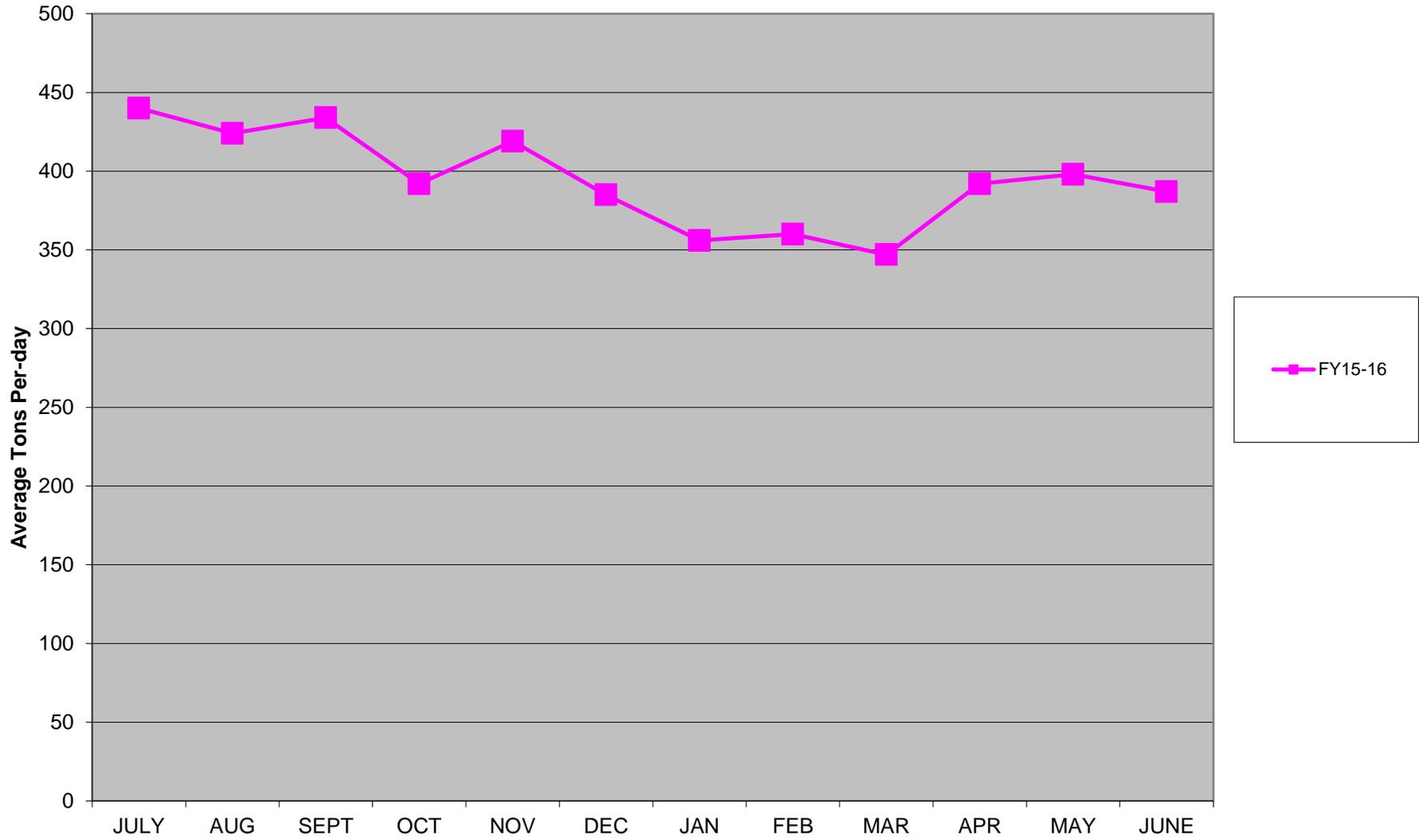
### Monthly Daily Tonnage Average



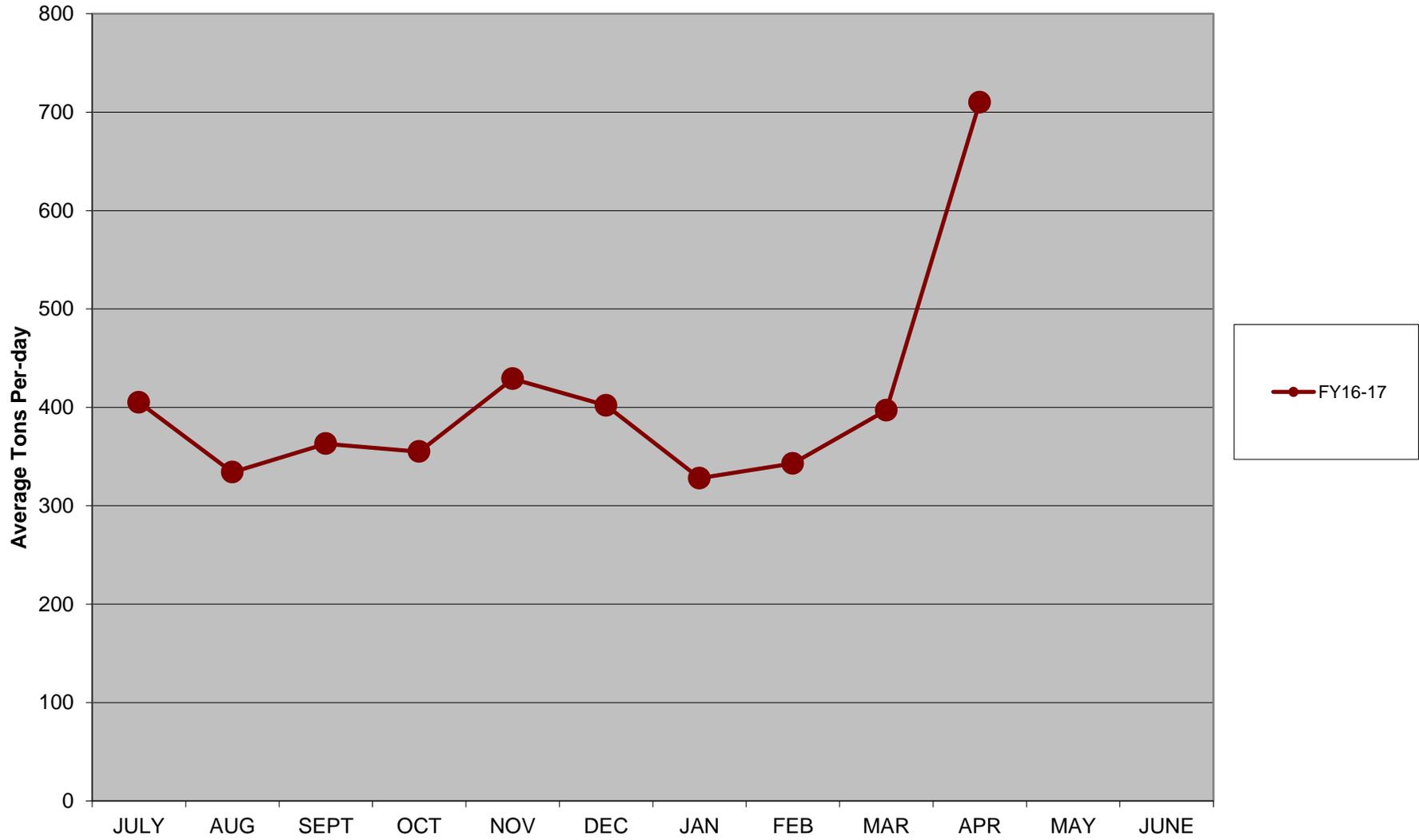
### Monthly Daily Tonnage Average



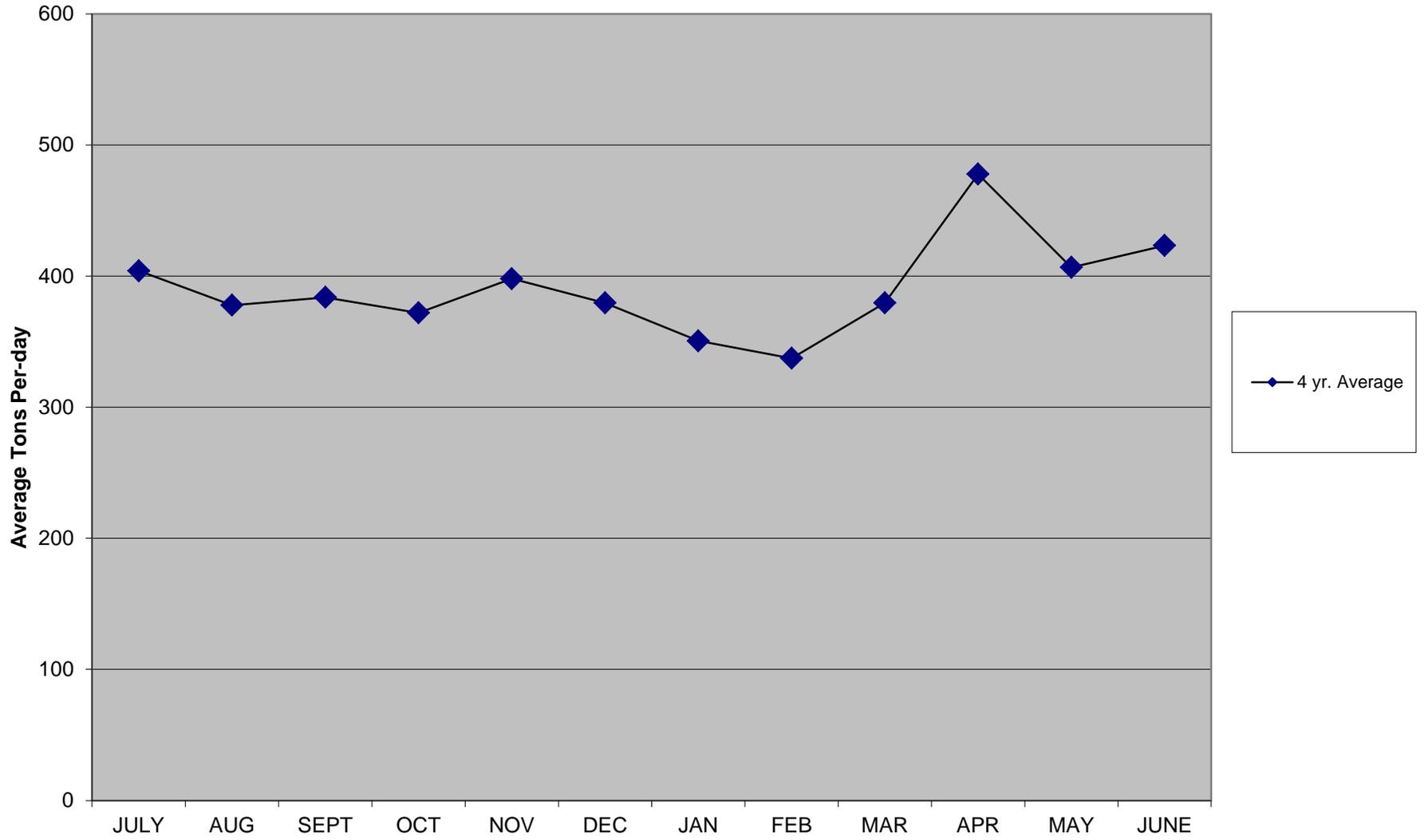
### Monthly Daily Tonnage Average



### Monthly Daily Tonnage Average



### Monthly Daily Tonnage Average



## Packet Information

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**File #:** 2017-1109, **Version:** 1

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A RESOLUTION ADOPTING THE FY2018 - FY2022 CAPITAL IMPROVEMENT PLAN (CIP) IN ACCORDANCE WITH THE CITY OF LEE'S SUMMIT CHARTER

Issue/Request:

[Enter text here]

Key Issues:

- The FY2018 - FY2022 CIP includes projects and annual programs with estimated total costs of \$311,173,000 over the next five years.
- The City's 5 year CIP is updated each year with the first year of expenditures adopted as part of the next fiscal year budget.
- A copy of the CIP will be printed and distributed to the Mayor and Council Members in addition to attaching it electronically to the packet form.
- A copy of the FY2018 - FY2022 CIP is also available in the City Clerk's Office for viewing.

Proposed Committee Motion:

I move to recommend to City Council approval of A RESOLUTION ADOPTING THE FY2018 - FY2022 CAPITAL IMPROVEMENT PLAN (CIP) IN ACCORDANCE WITH THE CITY OF LEE'S SUMMIT CHARTER

Background:

The City's 5-year Capital Improvement Plan (CIP) serves as a planning document that incorporates both project and financial planning for infrastructure improvements throughout the city. The plan is organized into nine categories: Public Works/Water Utilities Programs; Airport; Bridges, Streets & Signals; Facilities; Parks & Recreation; Solid Waste; Stormwater; Sanitary Sewer; and Water.

The plan is updated each year to remove completed projects, add new projects, and revise cost estimates and schedules of ongoing projects as appropriate. It is financially constrained to match anticipated expenditures with anticipated revenues. The first year of the 5-year plan is adopted as part of the annual budget process. The City also includes the CIP as part of the Comprehensive Plan, for which the Planning Commission has oversight responsibilities. State statutes also require that projects in the CIP must also be presented as part of a public hearing to allow for public review and comment. Therefore, City Staff will present the CIP to the Planning Commission for a public hearing to meet these requirements.

The FY2018-2022 CIP includes proposed funding of \$311,173,000 over the five year period. This total is an increase from the FY2017-2021 total of \$303,968,000. The increase in the total is due primarily to voter

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**File #:** 2017-1109, **Version:** 1

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approval of the 2016 public safety bond initiative, as well as voter approval to renew the 1/4 cent sales tax for Parks and Recreation projects in August, 2016

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Anderson, Construction Manager

Recommendation: Staff recommends approval of A RESOLUTION ADOPTING THE FY2018 - FY2022 CAPITAL IMPROVEMENT PLAN (CIP) IN ACCORDANCE WITH THE CITY OF LEE'S SUMMIT CHARTER

Committee Recommendation:

## RESOLUTION 17-xx

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A RESOLUTION ADOPTING THE FY2018-2022 CAPITAL IMPROVEMENT PLAN (CIP) IN ACCORDANCE WITH THE CITY OF LEE'S SUMMIT CHARTER

WHEREAS, the City of Lee's Summit ("City") Charter, at Section 11.4, requires the City Manager to prepare and submit to the City Council a five-year capital program prior to the final date of submission of the proposed budget for the City; and,

WHEREAS, the City Charter requires this capital program to include a general summary; list of all capital improvements that are proposed to be undertaken during the next five fiscal years; cost estimates, methods of financing, and recommended time schedules; and the estimated annual cost of operating and maintaining the facilities to be constructed; and,

WHEREAS, pursuant to City Charter the information in the capital program may be revised and extended each year with regard to capital improvements still pending or in the process of construction or acquisition; and,

WHEREAS, City Staff has prepared a proposed Capital Improvement Plan (CIP) for fiscal years ("FY") 2018-2022 in accordance with Section 11.4, entitled Capital Program, of the City Charter; and,

WHEREAS, City Staff requests approval of the FY2018-2022 Capital Improvement Plan.

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

SECTION 1. That the FY2018-2022 Capital Improvement Plan, made pursuant to Section 11.4 of the City of Lee's Summit Charter, a true and accurate copy of which is appended hereto and incorporated by reference as if fully set forth herein, is hereby approved and adopted by the City of Lee's Summit.

SECTION 2. That any resolutions or part thereof that conflict with this resolution or part thereof are hereby rescinded.

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

PASSED and ADOPTED by the City Council for the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*Denise R. Chisum*, City Clerk

APPROVED AS TO FORM:

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



# LEE'S SUMMIT MISSOURI

## CITY MANAGER'S MESSAGE

May 16, 2017

Members of the Lee's Summit Public Works Committee and City Council:

Pursuant to the City of Lee's Summit Charter, Article XI, Section 11.4. Capital Program, I am pleased to submit the proposed fiscal years (FY) 2018-2022 Capital Improvement Plan (CIP). The CIP represents the multi-year scheduling of public infrastructure improvements and expansion, with much of it largely based on previously adopted master plans such as the Thoroughfare, Waste Water and Water Master Plans.

The benefits of adopting a Capital Improvements Plan are that it:

- Offers a vital link between the Comprehensive Plan and the actual construction of public improvements,
- Ensures that plans for community facilities are carried out,
- Improves coordination and scheduling of public improvements that require more than one year to complete,
- Provides an opportunity for long-range financial planning and management, and
- Offers an opportunity for residents and community interest groups to participate in decisions that impact their quality of life.

The CIP also acts as a public information document to advise residents and property owners of how the City plans to address significant capital needs over the next five years. With growing demands for project expenditures and a limited amount of revenues available, it has become increasingly difficult to predict the availability of future funding for capital projects. As the population in Lee's Summit continues to grow, so do the demands on City services. It is imperative that our organization plan the use of our limited dollars wisely to complete this plan and ultimately benefit all citizens of the City of Lee's Summit. As has been previously reported in various community surveys, infrastructure and growth management continue to be viewed as extremely important to residents.

### Administration



# LEE'S SUMMIT

## M I S S O U R I

### ***Proposed Plan***

The 2018-2022 CIP totals \$311,173,000 (including funding from prior years), up from \$303,968,000 in the 2017-2021 plan. The increase in the total is due primarily to voter approval of the 2016 public safety bond initiative, as well as voter approval to renew the 1/4 cent sales tax for Parks and Recreation projects in August, 2016. Significant changes to the CIP include:

#### Completed Projects

- Arterial Curb Replacement
- Blackwell Road Livability Improvements
- Earthwork for Runway 18-36 and West Parallel Taxiway Extension
- FAA Review and Testing for Navaid Relocations
- Lee's Summit Road, Colbern Road to City Limits
- Legacy Park Trail Connector
- Murray Road Bridge Replacement
- Pryor Road / Longview Signal
- Scruggs Road Excess Flow Holding Basin
- South Prairie Lee Interceptor at Crystal View Estates
- Thoroughfare Master Plan
- Water Main Rehabilitation, FY15

#### New Projects

- Arts in Parks
- Athletic Field House
- Central Fuel Site
- Facilities Asset Management Plan (Sewer)
- Greenway & Trail Development
- Hartman Park / South Trailhead Planning
- Howard Park Splashpad
- Interconnection Projects – Tri County Water Authority
- Large Diameter Sewer and Force Main Condition Assessments
- Neighborhood Park Renovation
- Pleasant Lea Park Renovation
- Pryor Road / Scherer Road Signal
- Fire Station 3 Replacement
- Radio System Upgrade
- Sewer Asset Management Plan
- Sewer Main Rehabilitation and Creek Stabilization
- Site Development – East Side Terminal Area (Airport)
- South Apron Expansion
- Transmission Main Condition Assessment
- Tudor Road Pump Station EFHB Rehabilitation
- Water Asset Management Plan

#### **Administration**



# LEE'S SUMMIT MISSOURI

- Water Main – Lakewood Way – Ridgewood to Bowlin
- Water Main – Sampson Road Existing 12” to Hook
- Water Main Rehab FY22
- Water Master Plan Update
- Water Operations Site Remediation and Genset Reconditioning
- Wave pool at Summit Waves
- Woods Chapel & Channel Dr Traffic Signal

### Deleted Projects

- Construct T-Hangars \*
- Develop Site for T-Hangars \*
- Extend Runway 18-36 North End \*\*
- Grade North Safety Area \*\*
- Perimeter Fencing – Phase II \*\*
- Scherer Rd & Heartwood Improvements
- Water Main – NW System Improvements
- Water Operation Facility Demo

\* The activity for these projects are now included in the Site Development – Northeast Side.

\*\* These projects and their associated budgets have been combined with the project to construct the pavement for Runway 18-36.

The following table depicts the proposed annual appropriations for the five-year period in each of the major project areas plus the Public Works and Water Utility Programs, which are primarily major maintenance activities on roads and bridges.

### Expenditures by Year (in \$1000's)

	PW and WU Programs	Airport	Bridges Street & Signals*	Facilities	Park & Recreation	Solid Waste	Stormwater	Sanitary Sewer	Water	Total
Prior Years	0	18,562	74,833	850	3,600	1,924	3,005	8,664	21,350	132,838
2018	8,490	8,921	19,987	13,000	2,100	1,269	0	4,611	6,516	64,894
2019	8,194	4,805	6,936	0	1,060	695	0	2,425	3,818	27,933
2020	7,088	3,966	1,000	0	9,675	549	0	6,000	4,881	33,159
2021	7,243	4,019	0	0	6,570	0	0	1,350	3,000	22,182
2022	7,815	2,668	0	0	9,250	0	0	5,434	5,000	30,167
Total	38,830	42,941	102,806	13,850	32,255	4,437	3,005	28,484	44,565	311,173

\*Costs include water and sewer funding associated with road construction.

#### Administration



# LEE'S SUMMIT

## M I S S O U R I

As you can see, the majority of the capital funding continues to be allocated to the Bridges, Streets, and Signals section which includes 21 projects around the community. Programs, airport, water, sanitary sewer and stormwater continue to comprise significant portions of the plan. Because of recent elections, both Facilities and Parks & Recreation show significant increases in this year's plan. Among the major revenue sources for the various capital projects included in the plan are:

- Capital Improvements Sales Tax (roads)
- Bond Proceeds (roads, facilities, stormwater)
- Park Sales Tax (parks)
- Road & Bridge Sales Tax (roads)
- State & Federal Grants (airport, roads, parks, sanitary sewer)
- TIF/TDD (roads)
- Sewer & Water Tap Fees (water & sewer system expansion)
- Sewer & Water User Fees (water & sewer system improvements)

It is important to emphasize that the CIP is a flexible plan that can be altered as conditions, funding, priorities, and regulations change. Although capital projects are scheduled throughout the five year plan, only those projects with activity scheduled during the first year are financed and adopted as part of the City's Annual Operating Budget. Projects slated for subsequent years may be adjusted to reflect changes in priority or funding.

Preparation of the CIP is a result of considerable effort from staff in all departments in the City. Each year, staff attempts to reassess overall goals for capital improvements, and the means for accomplishing them. Every project has been considered for its financial feasibility, environmental impact, conformance to previously adopted plans, priorities established from the citizen input process via committees and voter approval, and to meet the public need. Their commitment to providing accurate and understandable information is greatly appreciated.

Respectfully submitted,

Stephen A. Arbo  
City Manager

CITY OF LEE'S SUMMIT, MISSOURI

CAPITAL  
IMPROVEMENT  
PLAN  
2018-2022



**Capital Improvement Plan Summary**  
**Fiscal Year 2015-2019**  
**(Costs in \$1,000s)**

<b>Project</b>	<b>Prior Yrs.</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2121</b>	<b>Total</b>
Public Works Programs	6,338	6,262	6,447	6,633	6,573	6,786	32,701
Water Utilities Programs	-	2,228	1,747	455	670	1,029	6,129
Airport	18,562	8,921	4,805	3,966	4,019	2,668	42,941
Bridges, Streets and Signals*	74,883	19,987	6,936	1,000	-	-	102,806
Facilities	850	13,000	-	-	-	-	13,850
Parks and Recreation	3,600	2,100	1,060	9,675	6,570	9,250	32,255
Solid Waste	1,924	1,269	695	549	-	-	4,437
Storm Water	3,005	-	-	-	-	-	3,005
Sanitary Sewer	8,664	4,611	2,425	6,000	1,350	5,434	28,484
Water	21,350	6,516	3,818	4,881	3,000	5,000	44,565
<b>Total</b>	<b>139,176</b>	<b>64,894</b>	<b>27,933</b>	<b>33,159</b>	<b>22,182</b>	<b>30,167</b>	<b>311,173</b>

\*Costs include water and sewer funding associated with road construction.

**PUBLIC WORKS PROGRAMS**  
(Costs in \$1,000s)

<b>Programs</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Overlay & Slurry Seal	3,500	3,500	3,550	3,650	3,700	3,800
Annual Curb and Gutter Replacement Program	1,640	1,650	1,650	1,700	1,700	1,750
Neighborhood Traffic Safety Program	50	50	50	50	50	50
Bridge Rehab/ Maintenance	50	50	50	50	50	50
Guardrail Improvement Program	30	20	20	25	25	30
Capital Project Planning	20	25	25	30	30	30
Thoroughfares & Traffic	75	75	75	75	75	75
Pavement Marking	456	431	543	550	421	458
Crack Sealing	240	200	210	215	220	225
Community Bus Service - ATA/OATS	277	261	274	288	302	318
<b>TOTAL</b>	<b>6,338</b>	<b>6,262</b>	<b>6,447</b>	<b>6,633</b>	<b>6,573</b>	<b>6,786</b>

**WATER UTILITIES PROGRAMS**  
(Costs in \$1,000s)

<b>Programs</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Equipment Replacement/Rehab	364	2228	1747	455	670	1029
<b>TOTAL</b>	<b>364</b>	<b>2,228</b>	<b>1747</b>	<b>455</b>	<b>670</b>	<b>1029</b>



## **CAPITAL IMPROVEMENTS PLAN IMPLEMENTATION**

When a project on the CIP schedule is funded, it is assigned to a project manager who will assume oversight responsibilities. A number of steps are required before a project is complete.

### **DESIGN**

The project manager will coordinate and participate in the selection process for an engineering or architectural design firm, as appropriate. Architectural and engineering services contracts, unlike commodities contracts, are awarded to firms strictly on the qualifications and expertise of the firm in the particular type of project. The project manager is responsible for negotiating a detailed scope and fee for the design services with the selected consultant. Design for some projects may be completed by City staff or awarded to consultants through annual on-call contracts.

The design process is typically divided into several phases: concept and/or preliminary design, right-of-way plans, right-of-way appraisal and acquisition, and final design. Plans and cost estimates are prepared, either by the consultant or City staff, for review at least at these project milestones. If state or federal funding is involved, plans and estimates are also provided to the appropriate agency for review. As more refined information on project scope and cost is developed, the CIP document is revised accordingly during the next annual update. Occasionally, projects may be deferred or deleted from the plan based on information gathered during the design process that indicates significant problems with pursuing the project.

Typically, one or more public meetings are held for major projects that have significant impacts on property owners and the public to obtain feedback and comments from the community. A meeting is often held at the completion of preliminary plans in order to let residents abutting the project know how the design will affect their properties. Comments made at the meetings are considered by City staff and the design firm for inclusion in revised plans, if appropriate, prior to appraisals and property acquisition. Other meetings may be held before any design is started and just before construction begins.

Right-of-way plans define the nature and extent of property required to complete a project. Property acquisition may be in the form of right-of-way, permanent easements or temporary construction easements. The City hires professional appraisers to determine fair market value of the acquisitions, which is the basis

for initial offers to property owners. The City's right-of-way agent and/or contract agents complete the negotiation and acquisition process for the projects.

Once all property is acquired, final plans and specifications can be completed. During this time, any necessary relocation of private utilities (gas, phone, power) is also accomplished. Typically, all relocations are complete prior to bidding a capital project.

### **ADVERTISEMENT, BID AND AWARD**

Capital projects are publicly advertised through the City's Purchasing Division. City and consultant staff members evaluate all bids for completeness and correctness, and references for the low bidder are checked. Based on the review and references, the consultant or the City's project manager makes a recommendation for award to the lowest and best bidder. The award of the construction contract is made by City Council.

### **DESIGN/BUILD**

As an alternative to the typical design-bid-build process described above, the design/build process may be used. For these projects, a Design/Build Team is selected using a qualifications based selection process. This delivery method can minimize risk and reduce the overall delivery schedule for a project by overlapping the design and construction phases of the work.

### **SCHEDULE**

The construction contract sets forth the required completion time for the project. Time is counted from the date of the "Notice to Proceed" to the point of substantial completion and final completion. The duration is determined by the design consultant and/or City staff based on the scope of work, seasonal constraints, coordination with property owners, and impacts on the traveling public. The order and duration of specific tasks within the allotted contract time is typically determined by the contractor. The assessment of liquidated damages is included in construction contracts for failure to meet required completion dates.

### **CONSTRUCTION ADMINISTRATION**

The City's project manager for the design process or a project manager from the construction management group is typically responsible for performing or coordinating project administration during construction. Such tasks generally include monitoring project progress, schedule and costs; coordinating and facilitating communications between the design consultant, inspections staff, contractor and City staff; negotiating and coordinating approval of changes in the project scope or cost; reviewing and approving regular progress payments; and reporting on the construction progress to City Council and the public through the City's publications and website. Changes to the contract totaling up to five percent of the original bid price may be approved administratively by the appropriate Department Director. Changes that increase the cost in excess of that amount must be approved by the City Council.

## **SUBSTANTIAL COMPLETION**

Substantial completion is defined as the time at which the project has progressed to the point where it is sufficiently complete that it can be utilized for the intended purpose. At this time, a comprehensive inspection is performed by City staff and the design consultant to create a list of all incorrect or outstanding items (a “punch list”) remaining to be completed or corrected. The punch list items and all other deficiencies must be completed before final acceptance of the project by the City, and final payment to the contractor.

## **FINAL ACCEPTANCE**

Final acceptance is realized when the contractor has completed all work on the project, including punch list items, has provided the City with a maintenance bond, and has submitted all other close-out documents in accordance with the construction contract. The project manager is responsible for preparing a final project report and submitting it to city and department management staff as well as to City Council. Any unspent funds authorized for a project will be returned to the appropriate funding source for reallocation to future projects.

## **CAPITAL IMPROVEMENT PLAN FUNDING**

### Revenue Sources

All funding sources that may be used for various capital improvements are reviewed each year. Much of the work to develop the CIP focuses on the balancing of available resources with the identified capital needs. Consideration must be given to factors such as annual revenue projections from various sources, restrictions on the uses of certain funds, legal limitations on debt capacity, and City policies relative to project funding. The following is a list of existing funding sources and definitions for each:

## **TAXES**

**Property Tax-** Revenue from the ad valorem tax levied on all real and personal property, based upon the assessed valuation established by the County Assessor on January 1<sup>st</sup> of each year. Real property assessed valuation is determined by applying the “market value” times the appropriate assessment ratios. As follows:

- Commercial/Industrial: 32%
- Residential: 19%
- Agricultural: 12%
- Personal Property assessed valuation is set at 33% of market value and is determined by the State Tax Commission.

**Sales Tax-** The City imposes a total sales tax of 2.25% (Capital Improvement: 0.50%, General fund: 1.0%, Parks and Recreation: 0.25%, Transportation: 0.50%) on all goods and commodities sold within the City limits with the exception of drugs and farm machinery. The tax is also levied on all vehicles registered by residents of the City, regardless of where those vehicles were purchased. Transportation tax is not levied on utilities and is earmarked specifically for use in funding transportation projects only. The State of Missouri receives the tax from the respective business and distributes the funds monthly to the City.

**Parks & Recreation 1/4-Cent Sales Tax-** Initially approved in November 1997 for 3/8-cent and renewed in 2016 for 1/4-cent, this revenue source is dedicated to Parks and Recreation improvements including completion of Legacy Park facilities, new park development, the Senior Center, and greenway development.

**Transportation 1/2-Cent Sales Tax-** Approved initially in the 1980s, this tax is available to pay for transportation and traffic infrastructure improvements and major maintenance, such as overlay and slurry seal, curb and gutter replacement, crack sealing and pavement marking. This sales tax also provides funding for several other Public Works Programs including bridge rehabilitation, thoroughfare and traffic master plan studies, community bus services and the Neighborhood Traffic Safety Program.

**Capital Improvement 1/2-Cent Sales Tax-** Originally approved in November 1997, this tax has been used in conjunction with the Road Excise tax to fund road improvements related to the “10-year road plan” adopted in 1997. The sales tax was renewed in April 2007 with collection beginning in 2008 and ending in 2018. This renewal of the sales tax will fund a second “10-year road plan” comprising 6 major projects.

**Road Excise Tax-** Excise Tax is paid for development that generates new traffic in the City in the form of a license tax on building contractors. This revenue source is available for road improvements throughout the City that are required due to growth to at least some degree.

**Transportation Development Districts** A geographic area may be designated to levy an additional sales or property tax assessment to pay for transportation related infrastructure improvements.

**Tax Increment Financing** Provides for the capture of 50% of the Economic Activity Taxes (Sales and Franchise) generated within the boundaries of a designated area to be used to finance infrastructure improvements. All of the incremental increases in real estate taxes are also captured from all taxing jurisdictions until the infrastructure is paid off.

## **BOND PROCEEDS**

**General Obligation (G.O.) Bonds**- Bonds which are backed by the full faith and credit of the City and require either a 2/3rds or 4/7ths voter approval. Limitations for bonding capacity are set by state statute.

**Revenue Bonds**- Bonds which are backed by the fees and charges of a business-like government function, payable only from a specific source of revenue. Simple majority voter approval required. Limitations for bonding capacity are not set by state statute but rather the entity's ability to repay the debt.

**Certificates of Participation**- Bonds which are backed by general revenues or fees and charges of a government. No voter approval is required. Limitations for bonding capacity are determined by the market and the entity's ability to repay the debt.

**Special Obligation Bonds**- Bonds which are backed by general revenues or fees and charges of a government. No voter approval is required. Limitations for bonding capacity are determined by the market and the entity's ability to repay.

## **GRANT FUNDING**

Grants may be received from federal, state or county governments. Grants are typically available for transportation, airport improvements, parks, and public safety equipment. The City also receives community development block grants (CDBG) for use in low-to-moderate income areas within the community. Equipment purchases and CDBG projects are not included in the CIP.

## **FEES AND CHARGES**

Fees for direct receipt of public service by the parties who benefit from the service

**Parks and Recreation Activity Fees**- Collected by Parks & Recreation Department for participation in various sports and recreation programs, aquatic instruction, and the Camp Summit and Club Summit daycare programs at the Recreation Center.

**Recreation Memberships**- Membership fees collected for the Lee's Summit Pool and the Legacy Park Community Center.

**Water Sales**- Charges for supplying water to residential, commercial, industrial and wholesale customers.

**Sewer Charges**- Charges for providing wastewater collection and disposal services to residential, commercial and industrial customers.

**Sewer Tap-** The charge for a new sanitary sewer connection based on the number of drains in a structure and assessed at the time of building permit issuance.

**Water Tap-** The charge for a new water service connection based on the size of water meter required. Also included in the water tap fee is an amount which is intended to provide capital for the development of the City’s water transmission capacity.

**PRIVATE FUNDING**

Amounts paid by developers, generally for specific infrastructure improvements, pursuant to development agreements between the City and those developers.

**CAPITAL IMPROVEMENT PLAN FUNDING**

The FY 2018-2022 Capital Improvement Plan has been divided into eight major categories, plus the Public Works and Water Utility Programs. The total estimated cost of all projects included in the five-year plan, including prior years, is \$311,173,000. A summary of the costs by category is summarized below.

**2018-2022 CIP SUMMARY  
(Costs in \$1000s)**

Category	Prior Yrs	% of Total	2018-22	% of Total
PW & WU Programs	0	0.0	38,830	21.8
Airport	18,562	14.0	24,379	13.7
Bridges, Streets, Signals	74,833	56.4	27,923	15.6
Facilities	850	0.6	13,000	7.3
Parks and Recreation	3,600	2.7	28,655	16.1
Solid Waste	1,924	1.4	2,513	1.4
Stormwater	3,005	2.3	0	0.0
Sanitary Sewer	8,664	6.5	19,820	11.1
Water	21,350	16.1	23,215	13.0
<b>TOTAL</b>	<b>132,838</b>	<b>100.0</b>	<b>178,335</b>	<b>100.0</b>

**CIP IMPACT ON OPERATING BUDGET**

As part of the Capital Improvement Plan, the impact of each project on the City’s operating budget is identified. As capital improvement projects are completed, operation and maintenance of these facilities must be absorbed into the appropriate department operating budget, which provides ongoing services to citizens. These operating costs, which may include salaries, equipment, regular maintenance, and repairs, are adjusted annually to accommodate growth and inflation in maintaining or improving service levels. In some cases, elimination of high-maintenance facilities may also reduce these operating costs. It is the City of Lee’s Summit’s philosophy that new projects should not be constructed if

operating revenues are unavailable to cover the operating costs. These must be funded with recurring (ongoing) revenues. As a result, the availability of recurring revenues must be considered in the decision to include projects in the plan.

## **CIP IMPACT ON LIVABLE STREETS**

In accordance with Resolution 10-17, A Resolution Establishing the Livable Streets Policy for the City of Lee's Summit, the Capital Improvement Plan shall include a summary or description of the Livable Streets Elements of all Public Improvement Projects. If a Livable Streets Element identified in and required by adopted public plans or ordinance is not incorporated in the project, such omission shall be documented in the Livable Streets Summary.

Livable Streets is not applicable to all capital improvement projects. Some capital improvement projects, including water, sewer, airport, storm water and solid waste, typically do not have relevant elements to Livable Streets nor do these projects inhibit or advance the Livable Streets initiative. Consequently, water, sewer, airport, storm water and solid waste projects have not been identified in the Livable Streets Summary unless a positive or negative Livable Streets impact exists.

The Livable Streets concept and Livable Streets Elements have been considered in all Capital Improvement Projects for all modes and abilities. The following Livable Streets Summary identifies each capital improvement project that has a potential impact to Livable Streets as well as a description of the included and omitted Livable Streets Elements (elements that have been identified with an asterisk are not required, but have been included in the project scope).

### **Bridges, Streets and Signals**

#### Blackwell Road Interchange with US50:

Livable Streets Elements Included: Sidewalk, Continuous Street Lighting\*, Access Management (Raised Medians), Shared-Use Path, Street Gap Connectivity (Multiple Streets), Roundabout Intersection Control\*, ADA Compliance, Landscaping\*, Vehicular Safety and Capacity Improvements (New Multi-Lane Arterial Roadway with Turn Lanes)

Livable Streets Elements Omitted: None

#### Chipman Road - Bent Tree Dr. to View High Dr.:

Livable Streets Elements Included: Continuous Street Lighting\*, Shared-Use Path, ADA Compliance, Vehicular Safety and Capacity Improvements (Reconstructed Two-Lane Arterial with Turn Lanes)

Livable Streets Elements Omitted: Sidewalk. Sidewalk has been omitted from one side of the road (south side) due to disproportionate cost compared to probable use. Adding sidewalk would require additional right-of-way and larger rock cut areas with larger retaining wall structures. Pedestrian use is limited – to no activity from adjacent property due to constrained terrain. Future

development opportunity is minimal due to constrained terrain, utility and environmental impact. If developed may be required for connectivity and probable use. In lieu of a sidewalk, a shared-use path has been proposed along the north side of the road that provides network connectivity to meet projected pedestrian and bicycle needs. The existing bridge across Cedar Creek and the proposed RR crossing accommodate the proposed shared-use path along the north side of the road and the possibility of future sidewalk along the south side of the road.

Commerce Drive - Tudor Road to Main Street:

Livable Streets Elements Included: Sidewalk, Street Gap Connectivity, ADA Compliance, Vehicular Capacity Improvements (New Collector Roadway with Turn Lanes), Bike Route

Livable Streets Elements Omitted: None

Fifth Terrace - Country Lane to Greenridge Drive:

Livable Streets Elements Included: Sidewalk, Street Gap Connectivity, ADA Compliance, Vehicular Capacity Improvements (New Collector Roadway), Bike Route, Enhanced Neighborhood, Park and School Accessibility.

Livable Streets Elements Omitted: None

Gateway Drive - Delta School Road to Georgian Drive:

Livable Streets Elements Included: Sidewalk, Street Gap Connectivity, ADA Compliance, Vehicular Capacity Improvements (New Collector Roadway), Bike Route, Enhanced Neighborhood and School Accessibility.

Livable Streets Elements Omitted: None

Hook Road Shoulders - West City Limits to Ward Road:

Livable Streets Elements Included: Paved Shoulders\*

Livable Streets Elements Omitted: This project only involves paved shoulders, a direct improvement in travel conditions for cyclists and pedestrians. Vehicular and maintenance benefits are ancillary. Hook Road, when constructed to urban standards will include additional elements, such as Street Lighting, Curb and Gutter, Sidewalk, and Shared-Use Path.

Independence Avenue and Town Centre Blvd Intersection Improvements:

Livable Streets Elements Included: Roundabout, Vehicular Safety Improvements, Vehicular Capacity Improvements, Pedestrian and Bicycle Safety Improvements, ADA Compliance, Sidewalk

Livable Streets Elements Omitted: None

Jefferson Street - Persels Road to Oldham Parkway:

Livable Streets Elements Included: Continuous Street Lighting, Sidewalk, Shared-Use Path, Vehicular Safety Improvement, Vehicular Capacity Improvement, Access Management (Driveway Consolidation and Access Restrictions), ADA Compliance.

Livable Streets Elements Omitted: None

Jefferson Street - Persels Road to Stuart Road:

Livable Streets Elements Included: Continuous Street Lighting, Sidewalk, Shared-Use Path, Traffic Signal Control with Pedestrian Actuation\* and Bicycle Friendly Signal Detection\* (i.e. Video or Radar), Vehicular Safety Improvement, Vehicular Capacity Improvement, Access Management (Driveway Consolidation), ADA Compliance, Safe Routes to School Development

Livable Streets Elements Omitted: None

M291 South Junction Interchange with US50:

Livable Streets Elements Included: Street Lighting\*, Access Management (Raised Medians), Shared-Use Path, Roundabout Intersection Control\*, ADA Compliance, Landscaping\*, Paved Shoulders, Traffic Signal Control with Pedestrian Actuation\* and Bicycle Friendly Signal Detection\* (i.e. Video or Radar), Vehicular Safety and Capacity Improvements

Livable Streets Elements Omitted: Sidewalk has been partially omitted through the interchange and in its place, shoulders and shared-use paths provided.

Scherer Road & Pryor Road Traffic Signal:

Livable Streets Elements Included: Intersection Lighting, Traffic Signal Control with Bicycle Friendly Signal Detection\* (i.e. Video or Radar), Vehicular Safety Improvement, and Vehicular Capacity Improvement

Livable Streets Elements Omitted: Pedestrian Actuation has been deferred on this span wire traffic signal installation until the permanent traffic signal installation.

Third Street Improvements - Murray Road to Pryor Road:

Livable Streets Elements Included: Continuous Street Lighting, Sidewalk, Traffic Signal Control with Pedestrian Actuation\* and Bicycle Friendly Signal Detection\* (i.e. Video or Radar), Vehicular Safety Improvement, Vehicular Capacity Improvement, ADA Compliance.

Livable Streets Elements Omitted: None

Todd George Parkway Shoulders - Colbern Rd to Woods Chapel:

Livable Streets Elements Included: Paved Shoulders\*

Livable Streets Elements Omitted: This project only involves paved shoulders, a direct improvement in travel conditions for cyclists and pedestrians. Vehicular and maintenance benefits are ancillary. Todd George Parkway, when constructed to urban standards will include additional elements, such as Street Lighting, Curb and Gutter, Sidewalk, and Shared-Use Path.

Traffic Signal Communication Master Plan:

No Construction Activity

Tudor Road - Ward Road to Douglas Street:

Livable Streets Elements Included: Sidewalk, Continuous Street Lighting\*, Traffic Signal Control with Pedestrian Actuation\* and Bicycle Friendly Signal Detection\* (i.e. Video or Radar), Access Management (Raised Medians), Shared-Use Path\*, Street Gap Connectivity (multiple streets), ADA Compliance, Vehicular Safety and Capacity Improvements (New Multi-Lane Arterial Roadway with Turn Lanes)

Livable Streets Elements Omitted: None

Ward Road - M150 to Raintree Parkway:

Livable Streets Elements Included: Sidewalk, Continuous Street Lighting\*, Shared-Use Path\* (Existing), Share-The-Road\* (Existing), ADA Compliance, Vehicular Safety and Capacity Improvements

Livable Streets Elements Omitted: None

Woods Chapel Road & Channel Drive Traffic Signal:

Livable Streets Elements Included: Intersection Lighting, Traffic Signal Control with Pedestrian Actuation and Bicycle Friendly Signal Detection\* (i.e. Video or Radar), Vehicular Safety Improvement, Vehicular Capacity Improvement, and Pedestrian Safety Improvement

Livable Streets Elements Omitted: None

Misc. Bridge Maintenance and Replacements:

Maintenance work on Main Street Bridge over 2<sup>nd</sup> Street and on Chipman Bridge over the UPRR will also be done. These bridge replacement and rehabilitation projects will not result in any change or impact to Livable Streets elements.

**Facilities:**

Although there are no particular Livable Streets elements planned within the City's streets rights-of-way as part of the project, the following projects foster active living and may include multimodal accommodations on-site and/or connectors to off-site multimodal facilities:

- Downtown Cultural Arts Facilities

**Parks:**

Although there are no particular Livable Streets elements planned within the City's streets rights-of-way as part of the project, the following projects foster active living and may include multimodal accommodations on-site and/or connectors to off-site multimodal facilities:

- Arts in Parks
- Athletic Field house
- Bailey Farm Park Interpretive Center
- Greenway and Trail Development
- Hartman Park Improvements

- Hartman Park/South Trailhead Improvements
- Howard Park Splashpad
- Lowenstein Park Renovations
- Neighborhood Park Renovations
- North Lea McKeighan Park Improvements
- Park South and Community Center
- Park West/Eagle Creek/Pryor Road Trail Connector
- Pleasant Lea Park Renovation
- Practice Field Improvements
- Summit Park Shelter Replacement
- Wave Pool at Summit Waves

Capital Improvement Project	No Construction/No Livable Street Impact	Pedestrian Capacity Impact	Pedestrian Safety Impact	Bicycle Capacity Impact	Bicycle Safety Impact	Vehicular Capacity Impact	Vehicular Safety Impact	Transit Impact	Pedestrian Furniture	Sidewalk	ADA Compliance	Shared-Use Path	Paved Shoulder	Share-The-Road /Signed Bike Route	Wide Curb Lane (14-16 ft)	Paved Shoulder Adjacent to Curb	Official Bicycle Lane	Street Gap Connectivity	Access Management (e.g. Raised Median)	Transit Facility/Transit Stop	Transit Operation	Bicycle Parking	Residential Traffic Calming	Continuous Street Lighting	Intersection Street Lighting	Landscaping	Roundabout(s) Intersection Control	Pedestrian Signal Improvements	Traffic Signal Improvements	Signal Improvements w/Pedestrian Detection	Signal Improvements w/Bike Friendly Detection
<b>Programs (City-Wide)</b>																															
Community Bus Service – ATA/OATS								+													★										
Neighborhood Traffic Safety Program			+			-	+	-															★								
Annual Curb and Gutter Replacement Program			+							●	●																				
Other Programs (e.g. Marking, Planning, Overlay, Etc.)							+																								
<b>Bridges, Streets and Signals</b>																															
Blackwell Road Interchange with US50		+	+	+	+	+	+	+		●	●	●						★	●					★		★	★				
Chipman Road, Bent Tree Drive to View High Drive		+	+	+	+	+	+			○	●	●												★							
Commerce Drive, Tudor Road to Main Street		+	+	+	+	+	+	+		●	●			●				★													
Fifth Street, Country Lane to Greenridge Drive		+	+	+	+	+	+	+		●	●			★				★													
Gateway Drive, Delta School Road to Georgian Drive		+	+	+	+	+	+	+		●	●							★													
Hook Road Shoulders, West City Limit to Ward Road		+	+	+	+		+									★															
Independence Ave & Town Centre Blvd Improvements			+		+		+			●	●							●							●		★				
Jefferson Street, Persels Road to Oldham Parkway		+	+	+	+	+	+			●	●	●						●						★							
Jefferson Street, Persels Road to Stuart Road		+	+	+	+	+	+			●	●	●						●						★					★	★	
M291 South Junction Interchange with US50		+	+	+	+	+	+	+		○	●	●	●					●							●	★	★	★	★	★	★
Scherer Road & Pryor Road Traffic Signal					+	+	+																	●						★	★
Third Street Improvements, Murray Road to Pryor Road		+	+			+	+			●	●													★					★	★	
Todd George Pkwy Shoulders, Colbern to Woods Chapel		+	+	+	+		+									★															
Traffic Signal Communication Master Plan	■																														
Tudor Road, Ward Road to Douglas Street		+	+	+	+	+	+	+		●	●	●						★	●					★					★	★	



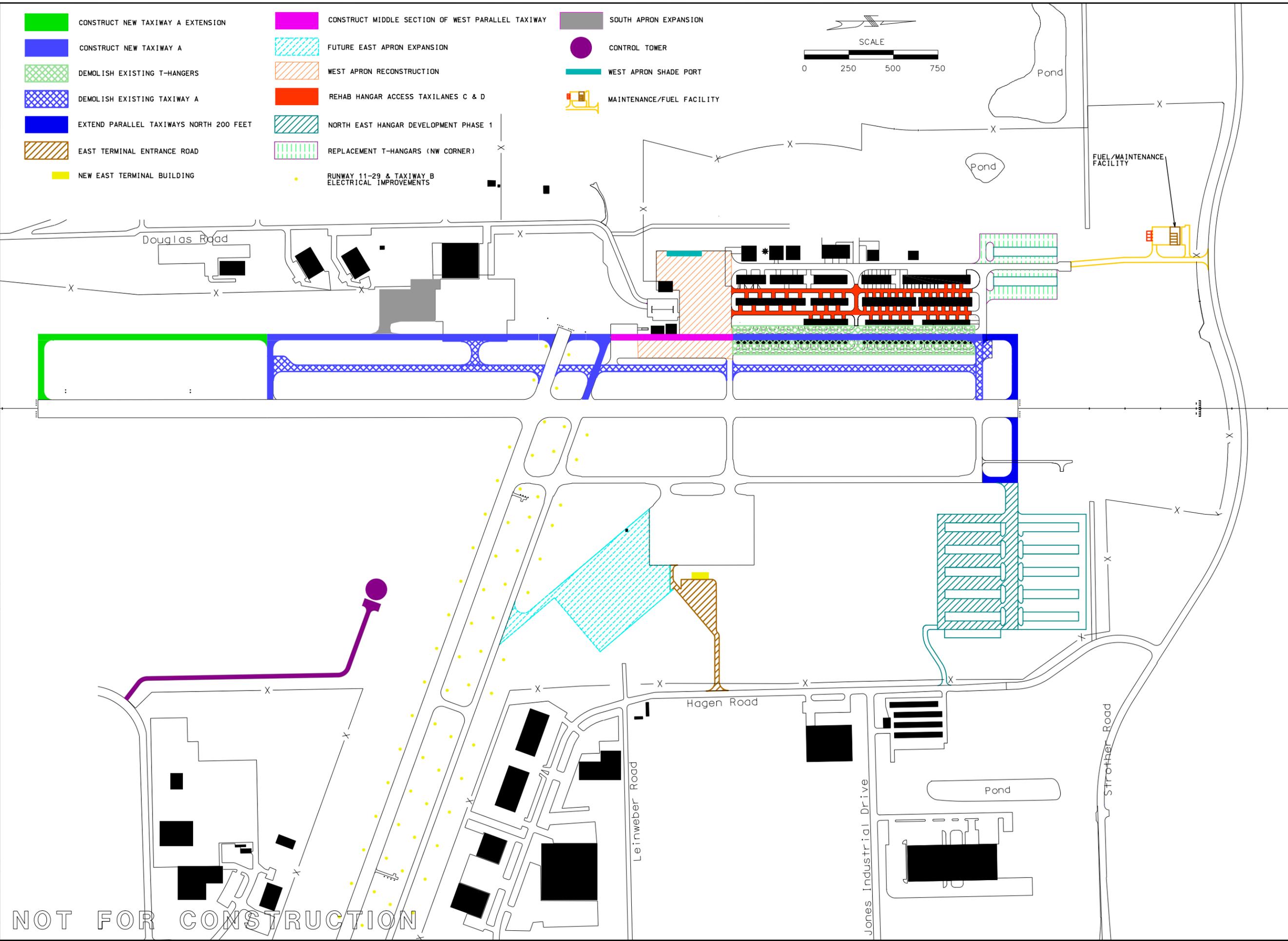
- +** - *Project may have a positive impact to the Livable Streets transportation mode choice.*
- - *Project may have a negative impact to the Livable Streets transportation mode choice.*
  
- ★** - *Livable Streets Element is included in project scope although it is not required by Ordinance or Adopted Plan.*
- - *Livable Streets Element is included in project scope in accordance with Ordinance requirement or Adopted Plan.*
- - *Livable Streets Element is omitted from project scope otherwise required by Ordinance or Adopted Plan. See Project Information listed in the Livable Streets Summary for an explanation of the omitted Livable Streets Element.*

# CAPITAL IMPROVEMENT PLAN 2018-2022

## AIRPORT

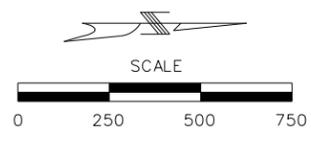


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NOT FOR CONSTRUCTION

- CONSTRUCT NEW TAXIWAY A EXTENSION
- CONSTRUCT NEW TAXIWAY A
- DEMOLISH EXISTING T-HANGERS
- DEMOLISH EXISTING TAXIWAY A
- EXTEND PARALLEL TAXIWAYS NORTH 200 FEET
- EAST TERMINAL ENTRANCE ROAD
- NEW EAST TERMINAL BUILDING
- CONSTRUCT MIDDLE SECTION OF WEST PARALLEL TAXIWAY
- FUTURE EAST APRON EXPANSION
- WEST APRON RECONSTRUCTION
- REHAB HANGAR ACCESS TAXILANES C & D
- NORTH EAST HANGAR DEVELOPMENT PHASE 1
- REPLACEMENT T-HANGARS (NW CORNER)
- RUNWAY 11-29 & TAXIWAY B ELECTRICAL IMPROVEMENTS
- SOUTH APRON EXPANSION
- CONTROL TOWER
- WEST APRON SHADE PORT
- MAINTENANCE/FUEL FACILITY



REVISIONS		
NUMBER	BY	DATE

THIS BAR IS EQUAL TO 2' AT FULL SCALE (34X22). PLOT 1

**LEE'S SUMMIT MUNICIPAL AIRPORT**  
 2751 NE DOUGLAS, LEE'S SUMMIT,  
 JACKSON COUNTY, MISSOURI 64064

**PRELIMINARY**

**CMT**  
 CRAWFORD, MURPHY & TILLY, INC.  
 CONSULTING ENGINEERS  
 ONE MEMORIAL DRIVE  
 GATEWAY TOWER, SUITE 500  
 P.O. BOX 13141, JEFFERSON CITY, MO 64101  
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FILE: 2016 cip options.dgn
DESIGN BY: BDB
DRAWN BY: BDB
CHECKED BY: TCS
APPROVED BY: TCS
DATE:
JOB No: 10443-03
PROPOSED FY 2018 CIP
SHEET XX OF XX SHEETS

**AIRPORT**  
(Costs in \$1,000s)

Project	Prior Yrs.	2018	2019	2020	2021	2022	Total
Construct Middle Section of West Parallel Taxiway	-	-	155	471	-	-	626
Construct Pavement for Runway 18-36	11,085	-	-	-	-	-	11,085
Construct Pavement for Taxiway Extension	1,425	5,251	-	-	-	-	6,676
Construct Replacement T-Hangars (northwest corner)	-	2,200	800	-	-	-	3,000
Extend North Parallel Taxiways	152	549	-	-	-	-	701
Land Acquisition of ALP Properties Phase 2	5,500	-	-	-	-	-	5,500
New Airport Equipment Maintenance/Storage Facility	-	-	150	452	-	-	602
New Fuel Facility	-	325	1,306	-	-	-	1,631
New Terminal Building	-	-	-	283	817	-	1,100
Rehabilitate Airfield Lighting Runway 11/29 and Taxiway Bravo	-	-	-	-	-	503	503
Rehabilitate Hangar Taxiways Charlie and Delta	-	-	-	150	802	-	952
Site Development - East Side Terminal Area	-	-	510	1,610	-	-	2,120
Site Development - Northeast Side	-	596	1,884	-	-	-	2,480
South Apron Expansion	-	-	-	-	-	1,200	1,200
Update Airport Master and Business Plans	400	-	-	400	-	-	800
West Apron Reconstruction	-	-	-	600	2,400	-	3,000
West Apron Shade Ports	-	-	-	-	-	965	965
<b>Total</b>	<b>18,562</b>	<b>8,921</b>	<b>4,805</b>	<b>3,966</b>	<b>4,019</b>	<b>2,668</b>	<b>42,941</b>

# Project Title: Construct Middle Section of West Parallel Taxiway

Type: Airport	Activity #16832172
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## Project Description

This project consists of the construction of the middle section of the relocated west parallel taxiway, demolition of the existing terminal building, demolition of the existing fuel farm and demolition of two rows of T-Hangars. The north and south ends of the relocated west parallel taxiway will be constructed earlier in the Airport CIP. This section will be constructed later because it requires that the new east side terminal and fuel facility be constructed first. The taxiway is to be relocated 400' from Runway 18-36 as shown on the Airport Layout Plan which is the standard separation distance for a Class C runway.

## Project Purpose

The existing western parallel taxiway is located at 225' from Runway 18-36, which is less than the 400' FAA standard separation for a Class C runway.

## Estimated Schedule

Design and Right of Way Acquisition	2019
Construction	2020

## Funding Sources

Transportation Sales Tax	\$31,000
State/Federal	\$595,000
<b>Total Lifetime Budget</b>	<b>\$626,000</b>

## Estimated Annual Operating and Maintenance

\$1,100
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## Project Title: Construct Pavement Runway 18-36

Type: Airport

Activity #16932172

### Project Description

In accordance with the City Council adopted Airport Business Plan, this project includes construction of pavement for extension of the existing Runway 18-36 to 5,300 feet and for the extension of the west parallel taxiway to the end of the extended runway. This project also includes extending the north end of the runway 200 feet and grading for the north safety area. Completion of the perimeter fence will be completed with this project.

### Project Purpose

Extension of the runway will allow operations of a greater variety of business class aircraft under a greater range of weather conditions. This project will serve to improve the airport and allow more corporate jets to use the facility. These improvements should increase the economic value of the airport to the City.

### Estimated Schedule

Design and Right of Way Acquisition	2016
Construction	2017

### Funding Sources

Transportation Sales Tax	\$554,000
State/Federal	\$10,531,000
<b>Total Lifetime Budget</b>	\$11,085,000

### Estimated Annual Operating and Maintenance

\$8,500

# Project Title: Construct Pavement Taxiway Extension

Type: Airport

Activity #17032172

## Project Description

The taxiway is to be extended to match the extended runway and relocated to 400' from Runway 18-36 as shown on the Airport Layout Plan which is the standard separation distance for a Class C runway. Additionally, this project will complete the mass grading operations needed to develop the west hangar areas at the airport. Approximately 35,000 cubic yards of fill material must be placed to provide a relatively level area to construct hangar buildings and taxiways. Upon completion of this project, the rough graded building pads will be ready to receive buildings, parking lots, and other site improvements. The engineering design work for this project was performed as part of the West Hangar Area Site Plan Project.

## Project Purpose

The existing western parallel taxiway is located at 225' from Runway 18-36, which is less than the 400' FAA standard separation for a Class C runway. In accordance with the City Council adopted Airport Business Plan, the extension of the runway will allow operations of a greater variety of business class aircraft under a greater range of weather conditions. This project will serve to improve the airport and allow more corporate jets to use the facility. These improvements should increase the economic value of the airport to the city.

## Estimated Schedule

Design and Right of Way Acquisition	2017
Construction	2018

## Funding Sources

Transportation Sales Tax	\$334,000
State/Federal	\$6,342,000
<b>Total Lifetime Budget</b>	<b>\$6,676,000</b>

## Estimated Annual Operating and Maintenance

\$3,800
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## Project Title: Construct Replacement T-Hangars (northwest corner)

Type: Airport	Activity #47632185
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### Project Description

This project consists of the construction of additional enclosed aircraft T- hangar storage space for 36 aircraft. The relocation of Taxiway Alpha will result in the loss of 7 T-hangar buildings housing 42 aircraft.

### Project Purpose

Construct replacement T-hangars in the Northwest quadrant of the airport. Loss of 40 percent of T-hangar space related to new taxiway Alpha relocation in 2018 requires the need to add additional replacement T-hangar units for existing customers. Current units generate \$100,000 annually. Newer units would generate a higher annual revenue.

### Estimated Schedule

Design and Right of Way Acquisition	2018
Construction	2018

### Funding Sources

Transportation Sales Tax	\$3,000,000
State/Federal	\$0
<b>Total Lifetime Budget</b>	<b>\$3,000,000</b>

### Estimated Annual Operating and Maintenance

\$5,000

## Project Title: Extend North Parallel Taxiway

Type: Airport

Activity #17432172

### Project Description

This project includes the final grading and the construction of pavement for the east and west parallel taxiways for the north end of Runway 18-36. This will match the north extension of the existing Runway 18-36. In addition, the existing west parallel taxiway is to be relocated to 400 ft. from Runway 18-36 as shown on the Airport Layout Plan, which is the standard separation distance for a Class C runway.

### Project Purpose

In accordance with the City Council adopted Airport Business Plan, the extension of the runway will allow operations of a greater variety of business class aircraft under a greater range of weather conditions. This project will serve to improve the airport and allow more corporate jets to use the facility. These improvements should increase the economic value of the airport to the city

### Estimated Schedule

Design and Right of Way Acquisition	2017
Construction	2018

### Funding Sources

Transportation Sales Tax	\$35,000
State/Federal	\$666,000
<b>Total Lifetime Budget</b>	<b>\$701,000</b>

### Estimated Annual Operating and Maintenance

\$3,000

## Project Title: Land Acquisition ALP Properties Phase 2

Type: Airport

Activity #293211

### Project Description

This project involves the purchase of approximately 40 acres of land and 100 acres of aviation easement for future airport development, runway safety areas, and runway protection zones. Over \$13 million of the funding comes from federal grants, with local funds coming from the Brisben property reimbursement. Two aviation easements remain to be acquired. In addition, the entire airport will be platted and rezoned.

### Project Purpose

This land is required to provide for future airport development, runway safety areas, and runway protection zones. The land is necessary to preserve the ability of the airport to develop in the future as the surrounding areas are developing. The properties to be acquired are shown on the Airport Layout Plan approved in March 2000.

### Estimated Schedule

Design and Right of Way Acquisition	2015
Construction	N/A

### Funding Sources

Airport Construction	\$275,000
State/Federal	\$5,225,000
<b>Total Lifetime Budget</b>	<b>\$5,500,000</b>

### Estimated Annual Operating and Maintenance

\$3,000

## Project Title: New Airport Equipment Maintenance/Storage Facility

Type: Airport

Activity #17732172

### Project Description

This project includes a new Airport Equipment Maintenance/Storage facility to be constructed as part of the new development of the terminal area and hangars on the east side of Runway 18-36. This facility will be located near the new fuel facility. This project includes the funding for infrastructure development for both the fuel facility and the Airport Equipment Facility.

### Project Purpose

The relocation of the west parallel taxiway results in the demolition of two rows of existing hangars, some of which are used for equipment storage and maintenance. This project provides the new facility to replace the existing spaces that will be lost.

### Estimated Schedule

Design and Right of Way Acquisition	2019
Construction	2020

### Funding Sources

Transportation Sales Tax	\$602,000
<b>Total Lifetime Budget</b>	\$602,000

### Estimated Annual Operating and Maintenance

\$16,000

## Project Title: New Fuel Facility

Type: Airport

Activity #17832172

### Project Description

This project includes a new fuel facility to be constructed as part of the new development of the terminal area and hangars on the east side of Runway 18-36.

### Project Purpose

The relocation of the west parallel taxiway results in the demolition of the existing fuel facility. This project replaces the fuel facility.

### Estimated Schedule

Design and Right of Way Acquisition	2018
Construction	2019

### Funding Sources

Transportation Sales Tax	\$1,631,000
<b>Total Lifetime Budget</b>	<b>\$1,631,000</b>

### Estimated Annual Operating and Maintenance

No change to current maintenance costs.

## Project Title: New Terminal Building

Type: Airport

Activity #17932172

### Project Description

This project is the construction of a new terminal building to be constructed as part of the new development of the terminal area and hangars on the east side of Runway 18-36. This project is eligible for some types of federal funding but the maximum permitted is \$600,000 for the eligible portion of the terminal. The remainder of the funding will be local.

### Project Purpose

The relocation of the west parallel taxiway results in the demolition of the existing terminal. This project replaces the terminal.

### Estimated Schedule

Design and Right of Way Acquisition	2020
Construction	2021

### Funding Sources

Transportation Sales Tax	\$1,100,000
<b>Total Lifetime Budget</b>	<b>\$1,100,000</b>

### Estimated Annual Operating and Maintenance

\$3,500

# Project Title: Rehabilitate Airfield Lighting for Runway 11/29 and Supporting Taxiway Bravo

Type: Airport	Activity #44032172
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### Project Description

This project consist of replacing the airfield lighting on Runway 11/29 and supporting Taxi-way Bravo. The regulators and wiring for the airfield lighting will be over 30-years old by 2020.

### Project Purpose

The existing airfield lighting for Runway 11/29 and supporting taxi-way will be reaching the end of its useful life by 2020. Planned replacement will provide a system that is modern, energy efficient and less cost to maintain.

### Estimated Schedule

Design and Right of Way Acquisition	2021
Construction	2022

### Funding Sources

Transportation Sales Tax	\$50,261
State/Federal	\$452,352
<b>Total Lifetime Budget</b>	<b>\$502,613</b>

### Estimated Annual Operating and Maintenance

\$1,500
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## Project Title: Rehabilitate Hangar Access Taxiways Charlie and Delta

Type: Airport

Activity #44132172

### Project Description

This project consists of the rehabilitation of two asphalt hangar access taxiways Charlie and Delta, 74 hangar access drives and 90 foot by 25 foot cross taxiway and improve storm drainage. These two hangar access taxiways have exceeded their projected 25-year life cycle and are in need of major rehabilitation. In addition to the pavement rehabilitation, improvements to the storm drainage is needed to control and direct proper drainage of water away from the pavement to prolong the life of the pavement.

### Project Purpose

The existing asphalt taxiways are over 25 years old and are in need of rehabilitation and improvements to the storm water drainage system. These taxiways are 1,407 feet long and 25 feet wide with one 90 foot by 25-foot cross taxiway. These taxiways support over 50% of the airport based aircraft. Further deterioration becomes a safety concern of Foreign Object Damage (FOD) to aircraft. Rehabilitation of Hangar Access Taxiway Charlie will correct design flaws from an experimental FAA design that proved to be flawed.

### Estimated Schedule

Design and Right of Way Acquisition	2020
Construction	2021

### Funding Sources

Transportation Sales Tax	\$95,200
State/Federal	\$856,800
<b>Total Lifetime Budget</b>	<b>\$952,000</b>

### Estimated Annual Operating and Maintenance

\$1,100
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## Project Title: Site Development – East Side Terminal Area

Type: Airport	Activity #47732185
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### Project Description

This project consists of the construction of infrastrucural to support development of the east side Terminal area.

### Project Purpose

Provide infrastructural development of the East Terminal area to support development of the new Terminal building and aviation facilities in the south quadrant. Improvements consist of water, sewer, gas, road access and parking area.

### Estimated Schedule

Design and Right of Way Acquisition	2019
Construction	2020

### Funding Sources

Transportation Sales Tax	\$212,000
State/Federal	\$1,908,000
<b>Total Lifetime Budget</b>	<b>\$2,120,000</b>

### Estimated Annual Operating and Maintenance

\$600
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## Project Title: Site Development – Northeast Side

Type: Airport

Activity #17232172

### Project Description

This project consists of the construction of infrastructure to support development of aviation facilities and hangars on the northeast side of the Airport.

### Project Purpose

This project will provide infrastructure for the development of the Airport's northeast side to support the building development of future aviation facilities and hangars. The improvements consist of grading, water, sanitary sewer, gas, access road, and parking area.

### Estimated Schedule

Design and Right of Way Acquisition	2018
Construction	2019

### Funding Sources

Transportation Sales Tax	\$248,000
State/Federal	\$2,232,000
<b>Total Lifetime Budget</b>	<b>\$2,480,000</b>

### Estimated Annual Operating and Maintenance

\$600

## Project Title: South Apron Expansion

Type: Airport

Activity #47832185

### Project Description

This project consists of the construction of additional aircraft apron parking area on the south apron area of Hangar 1. The relocation of Taxiway Alpha resulted the loss of 40% of the airports outside aircraft parking area. Increase in airport usage due ot runway improvements requires the need for additional parking area.

### Project Purpose

The extend south apron to accommodate larger aircraft parking area at Hangar 1. Loss of 40 percent of apron tiedowns related to new taxiway Alpha relocation in 2018 requires need to add additional apron space.

### Estimated Schedule

Design and Right of Way Acquisition	2022
Construction	2023

### Funding Sources

Transportation Sales Tax	\$120,000
State/Federal	\$1,080,000
<b>Total Lifetime Budget</b>	<b>\$1,200,000</b>

### Estimated Annual Operating and Maintenance

\$300

## Project Title: Update Airport Master & Business Plan

Type: Airport

Activity #44232172

### Project Description

This project consist of updating the Airport's Master Plan and Business Plan. Completion of many of the Airport improvement projects by 2020 warrants the need to update the Airport's Master Plan and Business Plans.

### Project Purpose

The existing Airport Master Plan and Business Plan are two documents that provide guidance and vision for the Airport, City and supporting agencies. Both documents will need to be reviewed and updated by 2021 to address the many changes that have taken place at the Airport since their inception and provide guidance for the future.

### Estimated Schedule

Design and Right of Way Acquisition

N/A

Construction

N/A

### Funding Sources

Transportation Sales Tax

\$80,000

State/Federal

\$720,000

**Total Lifetime Budget**

\$800,000

### Estimated Annual Operating and Maintenance

\$00

## Project Title: West Apron Reconstruction

Type: Airport

Activity #32832172

### Project Description

This project is the reconstruction of the existing apron to the north and east of the airport terminal building. The apron is old and has been rehabilitated

### Project Purpose

In 2014, MoDOT funded a Pavement Management Report for the Lee's Summit Municipal Airport . This report indicated that the Pavement Condition Index for the existing terminal apron was 10 out of a possible 100, indicating that it was in need of reconstruction.

### Estimated Schedule

Design and Right of Way Acquisition	2020
Construction	2021

### Funding Sources

Transportation Sales Tax	\$300,000
State/Federal	\$2,700,000
<b>Total Lifetime Budget</b>	3,000,000

### Estimated Annual Operating and Maintenance

\$1,100

## Project Title: West Apron Shade Ports

Type: Airport

Activity #44332172

### Project Description

This project consists of the constructing approximately 18 shade port hangar units on the west side of the existing asphalt Airport Terminal Apron area. These units are designated as replacement units for similar hangar units being removed for the taxi-way Alpha improvements that requires it to be relocated 400' from Runway 18-36 as shown on the Airport Layout Plan which is the standard separation distance for a Class C runway.

### Project Purpose

Provide replacement hangars for based customers currently in Open-T hangars and better utilize apron space that is not producing any revenues for the airport on a regular basis.

### Estimated Schedule

Design and Right of Way Acquisition	2022
Construction	2022

### Funding Sources

Transportation Sales Tax	\$965,000
<b>Total Lifetime Budget</b>	\$965,000

### Estimated Annual Operating and Maintenance

\$1,500

# CAPITAL IMPROVEMENT PLAN 2018-2022

## BRIDGES, STREETS AND SIGNALS



**CONSTRUCTION 2017** 

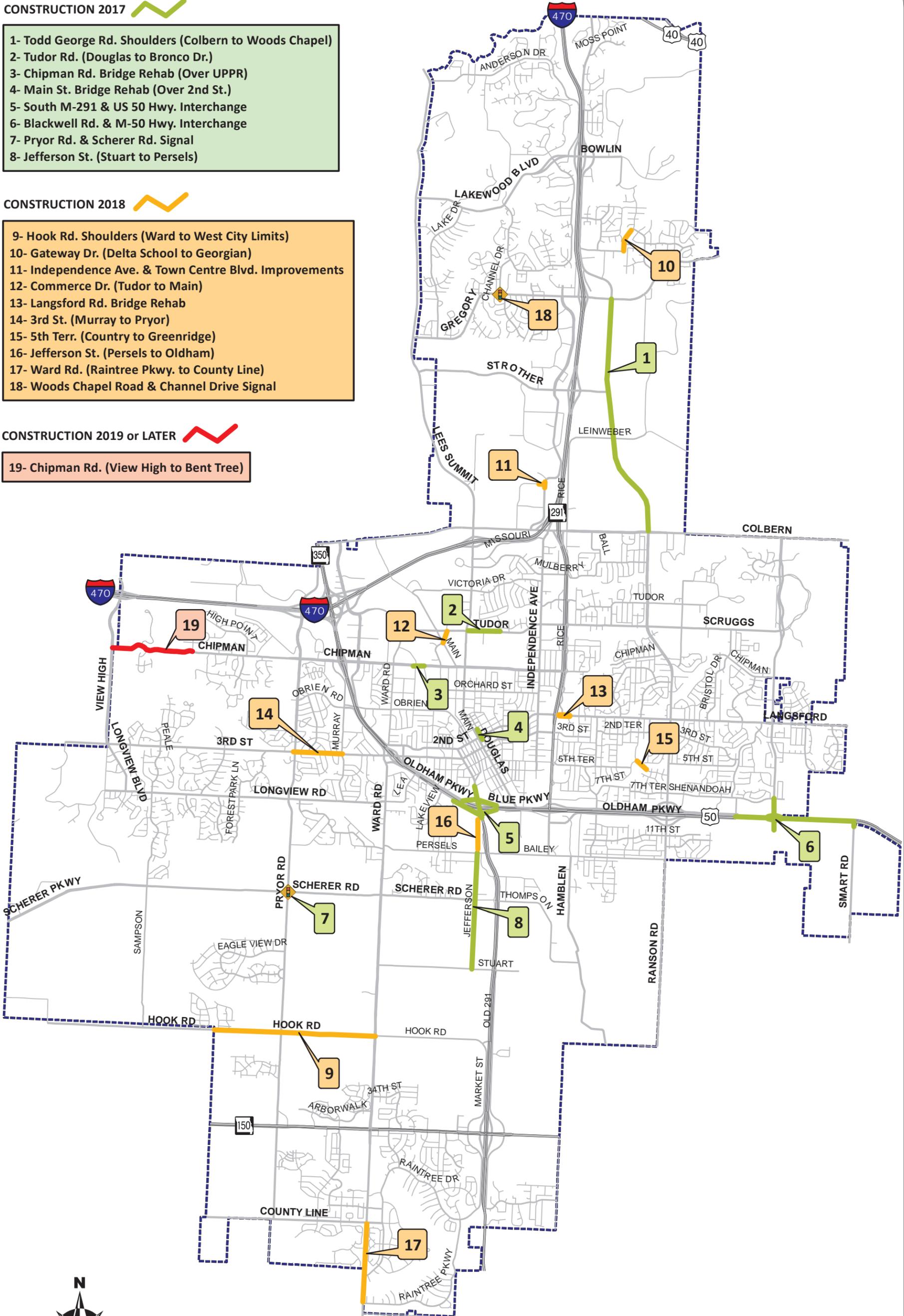
- 1- Todd George Rd. Shoulders (Colbern to Woods Chapel)
- 2- Tudor Rd. (Douglas to Bronco Dr.)
- 3- Chipman Rd. Bridge Rehab (Over UPRR)
- 4- Main St. Bridge Rehab (Over 2nd St.)
- 5- South M-291 & US 50 Hwy. Interchange
- 6- Blackwell Rd. & M-50 Hwy. Interchange
- 7- Pryor Rd. & Scherer Rd. Signal
- 8- Jefferson St. (Stuart to Persels)

**CONSTRUCTION 2018** 

- 9- Hook Rd. Shoulders (Ward to West City Limits)
- 10- Gateway Dr. (Delta School to Georgian)
- 11- Independence Ave. & Town Centre Blvd. Improvements
- 12- Commerce Dr. (Tudor to Main)
- 13- Langsford Rd. Bridge Rehab
- 14- 3rd St. (Murray to Pryor)
- 15- 5th Terr. (Country to Greenridge)
- 16- Jefferson St. (Persels to Oldham)
- 17- Ward Rd. (Raintree Pkwy. to County Line)
- 18- Woods Chapel Road & Channel Drive Signal

**CONSTRUCTION 2019 or LATER** 

- 19- Chipman Rd. (View High to Bent Tree)



**2018- 2022**  
**BRIDGE, STREET, AND SIGNAL**  
**CAPITAL IMPROVEMENTS**

**BRIDGES, STREETS & SIGNALS**  
(Costs in \$1,000s)

Project	Prior Yrs.	2018	2019	2020	2021	2022	Total
Blackwell Road Interchange with US50	24,968	-	-	-	-	-	24,968
Chipman Road, Bent Tree Dr. to View High Dr.	2,678	4,813	2,923	-	-	-	10,414
Chipman Bridge rehab over UPRR	180	-	-	-	-	-	180
Commerce Drive - Tudor Road to Main Street	410	906	-	-	-	-	1,316
Fifth Terrace - Country Lane to Greenridge Drive	340	645	-	-	-	-	985
Gateway Drive - Delta School Road to Georgian Drive	350	560	-	-	-	-	910
Hook Road Shoulders - West City Limits to Ward Road	500	850	-	-	-	-	1,350
Independence Ave & Town Centre Blvd Intersect Imp	1,760	-	-	-	-	-	1,760
Jefferson Street - Persels Road to Oldham Parkway	500	1,639	1,240	-	-	-	3,379
Jefferson Street - Persels Road to Stuart Road	9,714	-	-	-	-	-	9,714
Langsford Road Bridge rehabilitation	500	600	-	-	-	-	1,100
M291 South Interchange with US50	8,984	7,634	373	-	-	-	16,991
Main Street Bridge over 2nd St.	120	185	-	-	-	-	305
Pryor Road & Scherer Road Signal	-	180	-	-	-	-	180
Third Street Improvements - Murray Road to Pryor Road	250	1,450	2,400	1,000	-	-	5,100
Todd George Parkway Shoulders - Colbern Rd to Woods Chapel	1,260	-	-	-	-	-	1,260
Traffic Signal Communication Master Plan	295	-	-	-	-	-	295
Tudor Road - Ward to Douglas	13,199	-	-	-	-	-	13,199
Ward Road - Route 150 to Raintree Parkway	8,875	145	-	-	-	-	9,020
Woods Chapel Rd & Channel Dr Signal	-	380	-	-	-	-	380
<b>Subtotal</b>	74,883	19,987	6,936	1,000	-	-	102,806
Less water and sewer funds included in totals	(1,062)	(1,344)	-	-	-	-	(2,406)
<b>Total</b>	73,821	18,643	6,936	1,000	-	-	100,400

# Project Title: Blackwell Road Interchange with US50

Type: Bridges, Streets & Signals	Activity #63121
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## Project Description

This project is the construction of a new interchange at Blackwell Road and 50 Highway, extension of Oldham Parkway east 1.0 miles to Smart Road, and the extension of Blue Parkway north to Shenandoah Drive, then east to the city limits. As part of this project approximately 3,200 feet of 8-inch water main will be upsized to a 16-inch water main beginning at Church Street and continuing east through the limits of the project.

## Project Purpose

This is the first of three projects to improve traffic operations of the local and state roadway network along the US50 Corridor in Lee's Summit. Current traffic congestion at Todd George and US50 creates delays, which detract from the local quality of life, inhibit sustainable growth and depress property values.

## Estimated Schedule

Design and Right of Way Acquisition	Complete
Construction	2015-2017

## Funding Sources

Todd George/50 Hwy TIF	\$14,913,000
State/Federal	\$10,055,000
<b>Total Lifetime Budget</b>	<b>\$24,968,000</b>

## Estimated Annual Operating and Maintenance

\$18,720

# Project Title: Chipman Road – Bent Tree to View High

Type: Multi Funded Project

Activity #733221

## Project Description

The project includes reconstruction of the existing roadway as a three-lane facility with curb & gutter, sidewalk, a multi-use trail, and streetlighting, as well as removal of the existing railroad tunnel. Scope and needs study by the Jackson County Rock Island Rail Corridor Authority (RIRCA) is underway to determine the type of bridge to be built over Chipman Road. After the type of structure has been determined, then roadway and bridge design can re-start to finish this project. This project also involves relocating approximately 4,700 feet of water main and 1,400 feet of sanitary sewer.

## Project Purpose

This project was identified in the City's 2006 Thoroughfare Master Plan as a needed improvement. The project was included for funding from the 10-Year Sales Tax Renewal approved by voters in April 2007.

## Estimated Schedule

Design and Right of Way Acquisition	Design is 90% complete. Finalizing design and ROW acquisition are on hold until RIRCA determines the type of bridge needed over Chipman Road
Construction	On hold

## Funding Sources

CIP Sales Tax Renewal	\$9,641,000
Sewer Construction	\$134,000
Water Construction	\$639,000
<b>Total Lifetime Budget</b>	<b>\$10,414,000</b>

## Estimated Annual Operating and Maintenance

\$12,480

# Project Title: Chipman Road Bridge Rehabs over UPRR

Type: Bridges, Streets & Signals	Activity #32932472
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## Project Description

This project involves patching the existing bridge deck and providing a new concrete wearing surface. This project also includes replacing both expansion joints.

## Project Purpose

The bridge deck is showing signs of excessive cracking, creating potholes and the potential for additional damage to the bridge structure if water is allowed to reach the reinforcing steel. The repairs will restore the driving surface, protect the underlying structural, and reduce maintenance by city crews.

## Estimated Schedule

Design and Right of Way Acquisition	2016
Construction	2017

## Funding Sources

Transportation Sales Tax	\$ 325,000
<b>Total Lifetime Budget</b>	\$ 325,000

## Estimated Annual Operating and Maintenance

No change to current maintenance costs.

# Project Title: Commerce Drive – Tudor Road to Main Street

Type: Bridges, Streets & Signals	Activity #41532272
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## Project Description

This project will construct a planned commercial/industrial collector roadway, Commerce Drive, between Tudor Road and Main Street. The new roadway will begin at the existing intersection of Commerce Drive and Main Street to the south and end at the existing intersection of Tudor Road and Sloan Street to the north. The project will include sidewalks, curb and gutter, turn lanes, etc. A portion of existing Main Street south of Tudor Road will be removed with the project. Total project length is approximately 800 feet.

## Project Purpose

This project completes a roadway network gap that will improve access to the area as an alternate route to Douglas Street between Tudor Road and Chipman Road. This road connection also provides new opportunities for economic activity. Recent projects in support of the proposed Commerce Drive connection include the extension of Sloan Street north of Tudor Road, Tudor Road extension between Ward Road and Douglas Street, and a traffic signal installation at the Commerce Drive and Chipman Road intersection. The new road will also improve access to and from Tudor Road for traffic from the south in place of the existing Main Street intersection that has an undesirable intersection alignment without lane capacity along Tudor Road for separate turning movements.

## Estimated Schedule

Design and Right of Way Acquisition	2017
Construction	2018

## Funding Sources

CIP Sales Tax Renewal	\$1,231,000
Water Tap Fee	\$20,000
Sewer Tap Fee	\$65,000
<b>Total Lifetime Budget</b>	<b>\$1,316,000</b>

## Estimated Annual Operating and Maintenance

\$12,500

# Project Title: 5<sup>th</sup> Terrace – Country Lane to Greenridge Drive

Type: Bridges, Streets & Signals	Activity #41632272
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## Project Description

This project will construct a portion of 5<sup>th</sup> Terrace, a residential collector, between Country Lane and Greenridge Drive. The project will include approximately 300 feet of roadway, sidewalks and a culvert/bridge for the road to cross a stream way. Sidewalk improvements should extend beyond the approximate 300 feet of roadway construction to connect with existing sidewalk and complete nearby gaps in the sidewalk network.

## Project Purpose

This project will significantly improve access throughout the area as an alternate route to and from Todd George Parkway, Langsford Road and M-291 Highway. The existing intersection of 5<sup>th</sup> Terrace and Todd George Parkway is traffic signal controlled, but underutilized considering the gap in roadway connectivity. Prairie View Elementary is located at the intersection of 5<sup>th</sup> Terrace and Todd George Parkway too. Access to Miller J Fields Park Facility located west of the creek will be improved. This livability project provides a more complete road network with new opportunities for active living, community, and better access for everyone, emergency services and school transportation included. This roadway gap would not otherwise be constructed as normal through development activity due to the mature surroundings of constructed subdivisions. The roadway connection has been planned with adjacent subdivision plats for several decades and is included in the Thoroughfare Master Plan.

## Estimated Schedule

Design and Right of Way Acquisition	2017
Construction	2018

## Funding Sources

CIP Sales Tax Renewal	\$955,000
Water Tap Fee	\$30,000
<b>Total Lifetime Budget</b>	<b>\$985,000</b>

## Estimated Annual Operating and Maintenance

\$9,500
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# Project Title: Gateway Drive – Delta School Road to Georgian Drive

Type: Bridges, Streets & Signals	Activity #41732272
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## Project Description

This project will construct a portion of Gateway Drive, a residential collector, between Delta School Road and Georgian Drive. The project will include approximately 800 feet of roadway with sidewalk on each side.

## Project Purpose

This project will significantly improve access throughout the area as an alternate route to and from Woods Chapel Road and Lakewood Way to the south and east, respectively, for many residents. Currently, limited options are available for the residents of several subdivisions to access nearby major thoroughfares. Furthermore, a middle school is located along Delta School Road without convenient access to subdivisions along and east of Gateway Drive. This livability project provides a more complete road network with new opportunities for active living, community, and better access for everyone, emergency services and school transportation included. This roadway gap would not otherwise be constructed as normal through development activity due to the mature surroundings of constructed subdivisions. This road connection has been planned in the Thoroughfare Master Plan as well as throughout the development of surrounding subdivisions.

## Estimated Schedule

Design and Right of Way Acquisition	2017
Construction	2018

## Funding Sources

CIP Sales Tax Renewal	\$850,000
Water Tap Fee	\$60,000
<b>Total Lifetime Budget</b>	<b>\$910,000</b>

## Estimated Annual Operating and Maintenance

\$6,500
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## Project Title: Hook Road Shoulders – West City Limits to Ward Road

Type: Bridges, Streets & Signals	Activity #41832272
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### Project Description

This project will construct six-foot wide paved shoulders along each side of Hook Road from approximately Arthur Drive (West City Limit) to Ward Road. Total project distance is approximately 9,200 feet.

### Project Purpose

This project will provide safer facilities for pedestrian and bicycle traffic using Hook Road. Paved shoulders also provide a paved surface for emergency situations and reduce ongoing maintenance of the turf shoulders that are regularly rutted by traffic.

### Estimated Schedule

Design and Right of Way Acquisition	2016 – 2017
Construction	2018

### Funding Sources

CIP Sales Tax Renewal	\$1,350,000
<b>Total Lifetime Budget</b>	<b>\$1,350,000</b>

### Estimated Annual Operating and Maintenance

\$3,200

# Project Title: Independence/Town Centre Intersection Improvements

Type: Bridges, Streets & Signals	Activity #263241
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## Project Description

This project involves roundabout construction at Independence Avenue and Town Centre Blvd to better manage intersection operations and route thru-traffic along Town Centre Blvd rather than along Independence Ave, to and from Colbern Road. A traffic signal has been installed at Colbern and Town Centre intersection along with turn lanes and a raised median on Colbern with earlier phases of the project.

## Project Purpose

Traffic at the intersection of Independence and Town Centre should be directed to the signalized intersection at Colbern and Town Centre for safer, full access in consideration of limited access along Colbern Road at Independence Ave.

## Estimated Schedule

Design and Right of Way Acquisition	Complete
Construction	2018

## Funding Sources

Transportation Sales Tax	\$1,535,000
TIF/TDD	\$225,000
<b>Total Lifetime Budget</b>	<b>\$1,760,000</b>

## Estimated Annual Operating and Maintenance

\$3,358
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## Project Title: Jefferson Street – Persels Road to Oldham Parkway

Type: Bridges, Streets & Signals	Activity #41932272
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### Project Description

This project will widen and reconstruct Jefferson Street as a two and three lane facility with sidewalk, shared-use path, and street lighting from Persels Road to Oldham Parkway.

### Project Purpose

This project supports improved safety, operations, economic reinvestment within the nearby area, and livability. The City is improving Jefferson Street south of Persels, constructed Bailey Road east of M-291 Highway and partnered with MoDOT for the interchange reconstruction at M-291 Highway at US 50 with improvements to Oldham Parkway contiguous to the proposed improvements.

### Estimated Schedule

Design and Right of Way Acquisition	2017
Construction	2018 – 2019

### Funding Sources

CIP Sales Tax Renewal	\$3,040,000
Sewer Construction	\$191,000
Water Construction	\$148,000
<b>Total Lifetime Budget</b>	<b>\$3,379,000</b>

### Estimated Annual Operating and Maintenance

\$10,000

# Project Title: Jefferson Street - Stuart Road to Persels Road

Type: Bridges, Streets & Signals	Activity #273161
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## Project Description

This project will widen and reconstruct Jefferson Street as a two and three lane facility with sidewalk, trail, and street lighting from Persels Road to Stuart Road. Between Market and Stuart Rd, approximately 3,600 feet of 2-inch PVC water main will be installed.

## Project Purpose

This project was identified in the City's 2006 Thoroughfare Master Plan as a needed improvement. The project was included for funding from the 10-year Sales Tax Renewal approved by voters in April 2007.

## Estimated Schedule

Design and Right of Way Acquisition	Complete
Construction	2015 - 2017

## Funding Sources

CIP Sales Tax Renewal	\$9,599,000
Water Construction	\$115,000
<b>Total Lifetime Budget</b>	<b>\$9,714,000</b>

## Estimated Annual Operating and Maintenance

\$25,475
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## Project Title: Langsford Road Bridge Rehabilitation

Type: Bridges, Streets & Signals

Activity #42032272

### Project Description

This project involves significant repair of the existing culvert bridge under Langsford Road near Ridgeview Drive.

### Project Purpose

An evaluation of culvert bridge condition and recommended improvements have been completed with the determination significant repairs are needed. A failure of the culvert bridge across Langsford Road would have major impacts to storm water management, traffic and public safety.

### Estimated Schedule

Design and Right of Way Acquisition	2016 - 2017
Construction	2018

### Funding Sources

CIP Sales Tax Renewal	\$1,100,000
<b>Total Lifetime Budget</b>	<b>\$1,100,000</b>

### Estimated Annual Operating and Maintenance

No change to current maintenance costs.

## Project Title: M291 South Interchange with US50

Type: Bridges, Streets & Signals

Activity #31534972

### Project Description

This project is the reconstruction of the interchange at M291 South Junction and 50 Highway, including some work on the north outer road (Blue Parkway) and relocation of the south outer road (Oldham Parkway) with auxillary lanes along US 50 Highway to 3rd Street. This project will be completed in a partnership with MoDOT.

### Project Purpose

This is a project to improve traffic operations and safety of the local and state roadway network along the US50 Corridor in Lee's Summit. Current traffic congestion creates significant delays, and safety issues that detract from the local quality of life, inhibit sustainable growth and depress property values. This project will improve economic development opportunities in the corridor, add multi-modal access and replace aged infrastrctre. This project is funded by a citizen approved no tax increase bond issue, federal surface transportation funds and MoDOT funding.

### Estimated Schedule

Design and Right of Way Acquisition	2015 - 2016
Construction	2017 - 2018

### Funding Sources

2014 Bond	\$8,110,000
Federal Funds	\$6,800,000
State Funds	\$1,222,000
Water Construction	\$682,000
Sewer Construction	\$177,000
<b>Total Lifetime Budget</b>	<b>\$16,991,000</b>

### Estimated Annual Operating and Maintenance

## Project Title: Main Street Bridge Repair over 2nd St

Type: Bridges, Streets & Signals

Activity #13532472

### Project Description

This project involves removing the existing wearing surface of the bridge and replacing it with a new surface. Also included are repairs to the limestone veneer to the bridge railing posts.

### Project Purpose

The bridge deck is delaminating, creating potholes and the potential for additional damage to the bridge structure if water is allowed to reach the reinforcing steel. The repairs will restore the driving surface, protect the underlying structural, and reduce maintenance by city crews.

### Estimated Schedule

Design and Right of Way Acquisition	2015
Construction	2017

### Funding Sources

Transportation Sales Tax	\$325,000
<b>Total Lifetime Budget</b>	<b>\$325,000</b>

### Estimated Annual Operating and Maintenance

No change to current maintenance costs.

<b>Project Title: Pryor Road &amp; Scherer Road Signal</b>	
Type: Bridges, Streets & Signals	Activity #48032472

<b>Project Description</b>
This project is the installation of a temporary signal at Pryor Road and Scherer Road.

<b>Project Purpose</b>
The existing intersection meets traffic signal warrant criteria. Pending development in the area will increase the traffic signal need. The existing roads are constructed to an interim road standard and are planned for expansion to full urban standards within 5 to 15 years. The temporary signal will address immediate safety and operational needs. Improvement to permanent signal will take place when Pryor Road or Scherer Road is improved to urban standards.

<b>Estimated Schedule</b>	
Design and Right of Way Acquisition	2017
Construction	2017

<b>Funding Sources</b>	
Transportation Sales Tax	\$180,000
<b>Total Lifetime Budget</b>	\$180,000

<b>Estimated Annual Operating and Maintenance</b>	
	\$3,358

## Project Title: 3<sup>rd</sup> Street Improvements – Murray Road to Pryor Road

Type: Bridges, Streets & Signals	Activity #42232272
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### Project Description

This project will construct turn lanes and a traffic signal at the intersection of Murray Road and 3<sup>rd</sup> Street. The project also includes widening of 3<sup>rd</sup> Street east of Pryor Road to Murray Road to complete the 4/5 lane section with sidewalk on each side of the road.

### Project Purpose

This project will enhance safety and operations by improving the 3<sup>rd</sup> Street corridor and the intersection of 3<sup>rd</sup> Street and Murray Road. Traffic signal warrants have been previously met at the intersection of 3<sup>rd</sup> Street and Murray which currently operates as an all-way stop. Left-turn lanes are necessary at this intersection for improved safety and operation in consideration of anticipated traffic growth within the next 10 years. Left-turn lanes at this intersection are needed for efficient traffic management under signal control. Widening of 3<sup>rd</sup> Street to a four or five lane section consistent with the design of 3<sup>rd</sup> Street west of Pryor Road and 3<sup>rd</sup> Street east of Murray Road is recommended in the Thoroughfare Master Plan to address current and projected traffic demand at an adequate level of service. Sidewalk connections should be provided for pedestrian access along the corridor. 3<sup>rd</sup> Street is a major arterial road.

### Estimated Schedule

Design and Right of Way Acquisition	2017 – 2018
Construction	2018 – 2019

### Funding Sources

CIP Sales Tax Renewal	\$5,100,000
Water Construction Fund	
<b>Total Lifetime Budget</b>	\$5,100,000

### Estimated Annual Operating and Maintenance

\$18,900
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## Project Title: Todd George Pkwy Shoulders – Colbern Rd to Woods Chapel Rd

Type: Bridges, Streets & Signals	Activity #42332272
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### Project Description

This project will construct six-foot wide paved shoulders along each side of Todd George Parkway between Colbern Road and Woods Chapel Road. Total project distance is approximately 14,000 feet.

### Project Purpose

This project will provide safer facilities for pedestrian and bicycle traffic using Todd George Parkway. Paved shoulders also provide a paved surface for emergency situations and reduce ongoing maintenance of the turf shoulders that are regularly rutted by traffic.

### Estimated Schedule

Design and Right of Way Acquisition	2016
Construction	2017

### Funding Sources

CIP Sales Tax Renewal	\$1,260,000
<b>Total Lifetime Budget</b>	<b>\$1,260,000</b>

### Estimated Annual Operating and Maintenance

\$3,800

# Project Title: Traffic Signals Communication Master Plan

Type: Bridges, Streets & Signals	Activity #603241
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## Project Description

The first phase of this project developed a traffic signal communication master plan with recommendations for prioritized implementation of signal and signal communication infrastructure improvements. Remaining project funds will be used to implement improvements identified in the plan.

## Project Purpose

A communication master plan improves the City's maintenance, response and level of service in regards to traffic signal operations. Remote communications will improve efficiency and customer service. This project benefits multiple stakeholders including public safety agencies, ITS and school districts.

## Estimated Schedule

Design and Right of Way Acquisition	Complete
Construction	Ongoing

## Funding Sources

Transportation Sales Tax	\$295,000
<b>Total Lifetime Budget</b>	\$295,000

## Estimated Annual Operating and Maintenance

N/A

## Project Title: Tudor Road – Ward to Douglas

Type: Bridges, Streets & Signals

Activity #6334313

### Project Description

This project will construct Tudor Road between Ward Road and Douglas. The road will be constructed as a divided four-lane facility with a center median, turn lanes at appropriate intersections, streetlights, sidewalk and multi-use trail, a bridge across the Union Pacific Railroad main line, and improvements for turn lanes at the existing intersection of Tudor and Douglas.

### Project Purpose

This project will provide traffic relief on both Douglas and Chipman Road by providing an alternate route as well as opening approximately 190 acres for potential economic development. The improvements at the existing Tudor-Douglas intersection will also improve safety at this heavily traveled location adjacent to LS North High School. Funding for this project was approved by voters in the 2010 "No Tax Increase" bond election.

### Estimated Schedule

Design and Right of Way Acquisition	2014-2015
Construction	2014-2017

### Funding Sources

Road Improvements 2010 Bond	\$11,143,000
CIP Sales Tax	\$2,056,000
Note: \$2,056,000 was added to the project budget from unallocated CIP Sales Tax revenue.	
<b>Total Lifetime Budget</b>	<b>\$13,199,000</b>

### Estimated Annual Operating and Maintenance

\$15,000

## Project Title: Ward Road - M150 to Raintree Pkwy

Type: Bridges, Streets & Signals

Activity #18532272

### Project Description

This project will widen Ward Road from Route 150 to Raintree Parkway, approximately 9,900 feet. The original project in the 2005 Thoroughfare Master Plan called for building a 5-lane road with medians. Recently updated traffic information and planning studies show that only 2 lanes, plus turn lanes, are necessary for Ward Road south of M-150 Highway. The project has been re-scoped appropriately, and subdivided into 2 distinct phases to allow an earlier construction startup. Phase 1 will add sidewalks, curb, and storm drains to the east side of Ward Road between County Line Road and M-150. Phase 2 will reconstruct Ward Road between Raintree Parkway and County Line Road.

### Project Purpose

This project was identified in the City's 2006 Thoroughfare Master Plan as a needed improvement. The project was included for funding from the 10-Year Sales Tax Renewal approved by voters in April 2007. City Council prioritized this project to later years of the funding program until traffic demands warrant additional improvements. Existing improvements address current traffic levels and safety.

### Estimated Schedule

Design and Right of Way Acquisition	2015-2016
Construction	2016-2018

### Funding Sources

CIP Sales Tax Renewal	\$8,875,000
Water Construction	\$145,000
<b>Total Lifetime Budget</b>	\$9,020,000

### Estimated Annual Operating and Maintenance

\$30,000

# Project Title: Woods Chapel Road & Channel Drive Signal

Type: Bridges, Streets & Signals	Activity #47932472
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## Project Description

This project is the installation of a permanent signal at Woods Chapel Road and Channel Drive.

## Project Purpose

The existing intersection meets standard traffic signal warrant criteria. Planned lane configuration changes with routine pavement maintenance will provide for left-turn lanes accomodating more efficient signal operations at the intersection. The warranted traffic signal will improve safety and intersection operations. The signal should be interconnected with adjacent traffic signals for corridor operations coordination.

## Estimated Schedule

Design and Right of Way Acquisition	2018
Construction	2018

## Funding Sources

Transportation Sales Tax	\$380,000
<b>Total Lifetime Budget</b>	\$380,000

## Estimated Annual Operating and Maintenance

\$3,358

# CAPITAL IMPROVEMENT PLAN 2018-2022

## FACILITIES



**FACILITIES**  
(Costs in \$1,000s)

<b>Project</b>	<b>Prior Yrs.</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>Total</b>
Central Fuel Site	250	-	-	-	-	-	250
Downtown Performing Arts Space and Farmers Market Pavilion	600	-	-	-	-	-	600
Fire Station 3 Replacement	-	5,000	-	-	-	-	5,000
Radio System Upgrade	-	8,000	-	-	-	-	8,000
<b>Total</b>	850	13,000	-	-	-	-	13,850

## Project Title: Central Fuel Site

Type: infrastructure

Activity # 49561087

### Project Description

Relocation of the current central fuel site to a more suitable location. Replacement of aging and failing fuel equipment and tanks.

### Project Purpose

To provide a central fuel site for all city owned vehicles that will be up to date and compliant with current environmental regulations. Also due to the current underground tanks not constructed to handle the corrosiveness of the ethonal blend of fuel the state Insurance tank fund will no longer allow these tanks to remain in service. Replacement with above ground steel tanks will eliminate this issue.

### Estimated Schedule

Design

2017

Construction

2017

### Funding Sources

Fleet Fund Account

\$250,000

**Total Lifetime Budget** \$250,000

### Estimated Annual Operating and Maintenance

\$3500

# Project Title: Downtown Performing Arts Space and Farmers Market Pavilion

Type: Facilities	Activity #25934671
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## Project Description

The downtown performing arts space and farmers market pavilion project includes two primary components. First, is the development of a performing arts space to provide for outdoor music and arts productions. Envisioned is development of a performance stage to include audio/visual equipment and both hardscaping and landscaping. Second, is the development of a farmers market pavilion. The pavilion is envisioned to accommodate 40-50 market booths under a covered vertical structure. The scope for this project includes funding for design. A future project will be established once a construction budget and funding plan is finalized.

## Project Purpose

The Citizen Cultural Arts Facility Task Force presented its recommendations to the City Council in January, 2013 for projects to be funded through a General Obligation (G.O.) bond issuance with the April, 2013 election. These projects included renovation of the downtown historic post office, which has been completed, and development of a downtown outdoor performance venue. The bond issue was approved by the voters.

## Estimated Schedule

Design and Right of Way Acquisition	2014-2018
Construction	

## Funding Sources

Cultural Arts Bonds 2013	\$600,000
<b>Total Lifetime Budget</b>	<b>\$600,000</b>

## Estimated Annual Operating and Maintenance

50,000
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## Project Title: Fire Station 3 Replacement

Type: Facilities

Activity #46335274

### Project Description

In November of 2016, the citizens voted on and approved a \$14.5million dollar bond initiative. Out of that \$14.5 million approximately \$5 million was appropriated to replace the existing fire station #3 at 3<sup>rd</sup> and Pryor. An MOU has been reached with JKV that lists out terms for the City do certain infrastructure improvements to a parcel of land west of Pryor around the area of Shamrock and in return JKV will convey a parcel of land for the construction of the new fire station. These improvements include improvements to Pryor Rd, Extension of Shamrock Dr to the west of Pryor, and utility extensions that would support the fire station and other future development in that immediate area.

### Project Purpose

Station 3 has been in need of replacement for many years and was approved in the 2016 November "No Tax Increase" bond election. The purpose of this is to replace station 3 with a modern facility in a new location to better serve the citizens and to be better able to handle future growth of the City and resultant demands placed on the fire department.

### Estimated Schedule

Design and Right of Way Acquisition	2017
Construction	2017-2018

### Funding Sources

2016 Public Safety Bond	\$5,000,000
<b>Total Lifetime Budget</b>	<b>\$5,000,000</b>

### Estimated Annual Operating and Maintenance

\$10,000

## Project Title: Radio System Upgrade (MARRS)

Type: Facilities

Activity #46235273

### Project Description

The project will provide the City of Lee's Summit with the design, procurement and implementation of equipment necessary to join the MARRS radio network.

### Project Purpose

By joining the MARRS radio system, our first responders will be joining a robust, reliable public safety grade system. Joining this radio system will solve interoperable communications concerns between jurisdictions and improves communication during significant emergencies. The system upgrade will also assist our City with future Federal compliance of operating on a fully digital system. Planning and completing this project will ensure sustainability of our community.

### Estimated Schedule

Design and Right of Way Acquisition	2017-2018
Construction	2018

### Funding Sources

2016 Public Safety Bond	\$ 8,000,000
<b>Total Lifetime Budget</b>	\$ 8,000,000

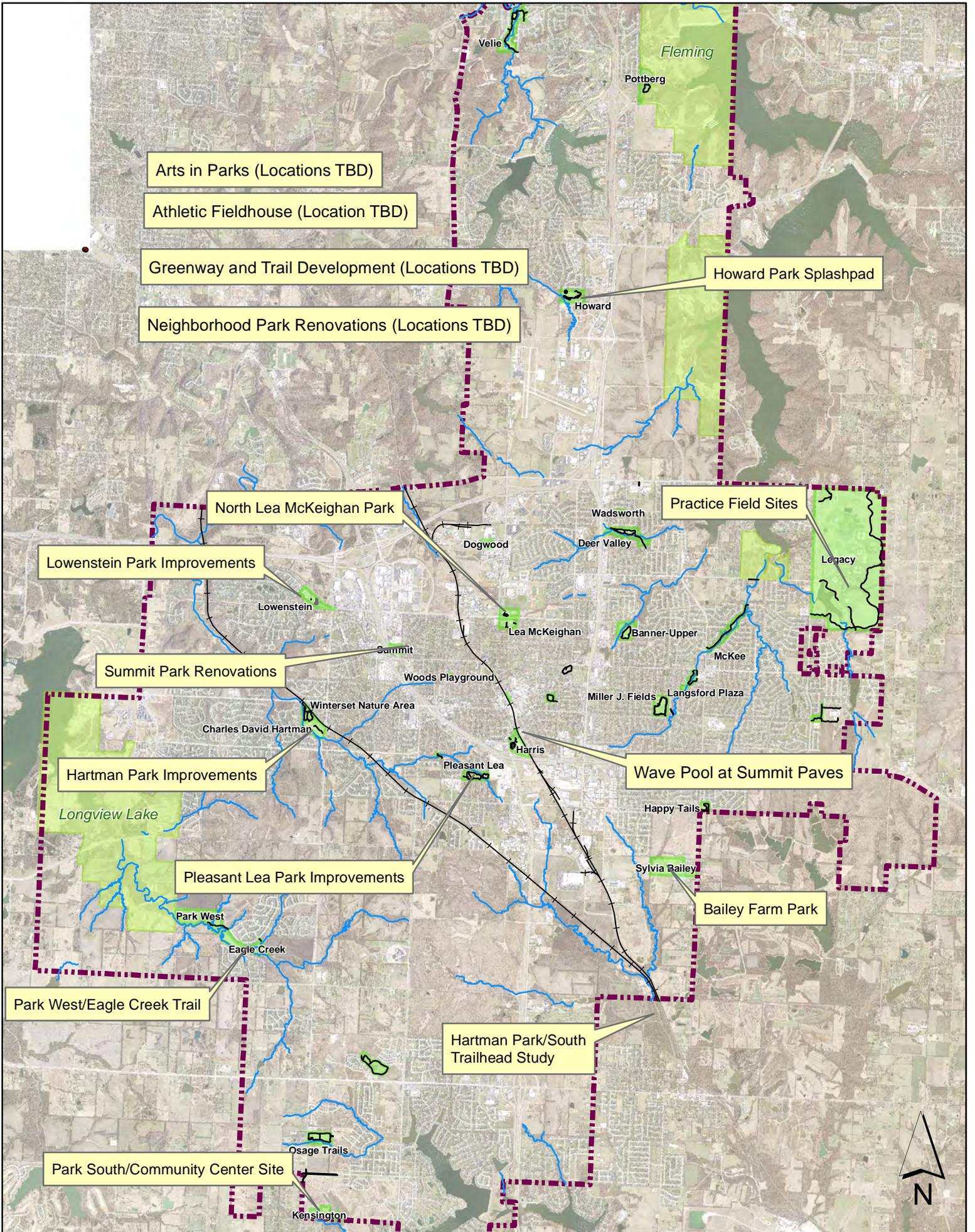
### Estimated Annual Operating and Maintenance

\$104,000

# CAPITAL IMPROVEMENT PLAN 2018-2022

## PARKS AND RECREATION





**Lee's Summit Parks and Recreation- C.I.P Project Map FY 2018-22**

**PARKS**  
(Costs in \$1,000s)

Project	Prior Yrs.	Reallocated	Prior Yrs.	2018	2019	2020	2021	2022	Total
Arts in Parks	-	-	-	-	10	-	20	-	30
Athletic Field House	-	-	-	-	-	-	25	6,000	6,025
Bailey Farm Park/Nature Center Development	750	(725)	25	-	-	-	1,500	2,500	4,025
Greenway and Trail Development	-	-	-	-	250	-	250	250	750
Hartman Park Improvements	185	-	185	-	-	-	-	-	185
Hartman Park/South Trailhead Planning	15	-	15	-	-	-	-	-	15
Howard Park Splashpad	200	-	200	-	-	-	-	-	200
Lowenstein Park Renovations	-	-	-	-	-	-	400	-	400
Neighborhood Park Renovation	-	-	-	-	-	-	-	400	400
North Lea McKeighan Park Improvements	1,600	1,300	2,900	2,100	-	-	-	-	5,000
Park South and Community Center	350	(350)	-	-	-	4,275	4,275	-	8,550
Park West/Eagle Creek/Pryor Road Trail Connector	200	(200)	-	-	200	-	-	-	200
Pleasant Lea Park Renovation	-	-	-	-	-	400	-	-	400
Practice Field Improvements	300	(25)	275	-	-	-	100	100	475
Summit Park Renovation	-	-	-	-	600	-	-	-	600
Wave Pool at Summit Waves	-	-	-	-	-	5,000	-	-	5,000
<b>Total</b>	<b>3,600</b>	<b>-</b>	<b>3,600</b>	<b>2,100</b>	<b>1,060</b>	<b>9,675</b>	<b>6,570</b>	<b>9,250</b>	<b>32,255</b>

## Project Title: Arts in Parks

Type: Parks & Recreation

Activity #47532784

### Project Description

In August 2016, Lee's Summit voters approved a continuation of the ¼ cent sales tax for parks capital projects through 2033. One of the projects identified in the capital campaign was Arts in Parks. This project serves as a placeholder for arts in parks as opportunities arise.

### Project Purpose

Provide Arts in Parks as opportunities arise and as committed to the voters in August 2016.

### Estimated Schedule

Design & Construction	2019
Design & Construction	2021

### Funding Sources

Park Sales Tax FY 19	\$ 10,000
Park Sales Tax FY 21	\$ 20,000
<b>Total Lifetime Budget</b>	<b>\$ 30,000</b>

### Estimated Annual Operating and Maintenance

\$1,000

## Project Title: Athletic Field House

Type: Parks & Recreation

Activity #47232784

### Project Description

In August 2016, Lee's Summit voters approved a continuation of the ¼ cent sales tax for parks capital projects through 2033. One of the projects identified in the capital campaign was construction of an indoor field house for competitive and recreational sports and year round training. Construction of a field house would be approximately 80,000-100,000 square feet. Final location to be determined.

### Project Purpose

Project is necessary to serve demands of growing youth sports associations in Lee's Summit and for year round training and practice.

### Estimated Schedule

Design	2021
Construction	2021-2023

### Funding Sources

Park Sales Tax FY 21	\$ 25,000
Park Sales Tax FY 22	\$ 6,000,000
Park Sales Tax FY 23	\$ 5,975,000
<b>Total Lifetime Budget</b>	<b>\$12,000,000</b>

### Estimated Annual Operating and Maintenance

\$250,000

# Project Title: Bailey Farm Park/Nature Center Development

Type: Parks & Recreation

Activity #33032784

## Project Description

Development of Farm Park and Nature Center on 50 acre site

## Project Purpose

Follow through on commitment to Legacy for Tomorrow and Beyond Park Sales Tax initiative. New Nature Center will complement planned park activities and programming that began in 2016. A master plan of improvements was completed by consulting firm of BBN Architects in February of 2017. Construction to begin during FY2021. Project costs for development of the park were estimated at approximately \$5,500,000.

## Estimated Schedule

Planning and Design

July 2016-March 2017

Phase I Construction

July 2020

## Funding Sources

Park Sales Tax FY 2017

\$ 25,000

Park Sales Tax FY 2021

\$1,500,000

Park Sales Tax FY 2022

\$2,500,000

Park Sales Tax FY 2023

\$1,500,000

**Total Lifetime Budget** \$5,525,000

## Estimated Annual Operating and Maintenance

\$50,000

## Project Title: Greenway and Trail Development

Type: Parks & Recreation

Activity #47432784

### Project Description

In August 2016, Lee's Summit voters approved a continuation of the ¼ cent sales tax for parks capital projects through 2033. One of the projects identified in the capital campaign was Greenway and Trail Development. This project serves as a placeholder for greenway and trail development as opportunities arise within the Master Plan.

### Project Purpose

Continued Greenway and Trail Development identified in the Master Plan and as committed to the voters in August 2016.

### Estimated Schedule

Design & Construction	2019
Design & Construction	2021
Design & Construction	2022

### Funding Sources

Park Sales Tax FY 19	\$250,000
Park Sales Tax FY 21	\$250,000
Park Sales Tax FY 22	\$250,000
<b>Total Lifetime Budget</b>	<b>\$750,000</b>

### Estimated Annual Operating and Maintenance

\$2,000

## Project Title: Hartman Park Improvements

Type: Parks & Recreation

Activity #33732784

### Project Description

To provide new playground improvements.

### Project Purpose

Neighborhood park improvements were a commitment in the Legacy for Tomorrow and Beyond Park Sales Tax program in 2008.

### Estimated Schedule

Planning and Design

2016

Construction

January 2017-July 2017

### Funding Sources

Park Sales Tax FY 2017

\$ 185,000

**Total Lifetime Budget** \$ 185,000

### Estimated Annual Operating and Maintenance

\$5,000

<b>Project Title: Hartman Park/South Trailhead Planning</b>	
Type: Parks & Recreation	Activity #46532784

<b>Project Description</b>	
To provide funding to review alternatives to connect the Katy Trail at Pleasant Hill to the southern tip of Lee's Summit.	

<b>Project Purpose</b>	
To provide access to the Katy Trail from Lee's Summit.	

<b>Estimated Schedule</b>	
Planning	2016-2017

<b>Funding Sources</b>	
Park Sales Tax FY 2017	\$ 15,000
<b>Total Lifetime Budget</b>	\$ 15,000

<b>Estimated Annual Operating and Maintenance</b>	
\$0	

## Project Title: Howard Park Splashpad

Type: Parks & Recreation

Activity #46632784

### Project Description

To provide a splashpad as a new amenity to the existing park.

### Project Purpose

Renovation to enhance an existing neighborhood park.

### Estimated Schedule

Planning and Design

2017

Construction

2017-2018

### Funding Sources

Park Sales Tax FY 2017

\$ 200,000

**Total Lifetime Budget** \$ 200,000

### Estimated Annual Operating and Maintenance

To be determined

<b>Project Title: Lowenstein Park Renovations</b>	
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Type: Parks & Recreation	Activity #33332784
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<b>Project Description</b>
Replace existing park shelters, provide shade structures adjacent to playground, and update playground equipment. Project is deferred until a FY2021 awaiting the outcomes of proposed development plans adjacent to the park.

<b>Project Purpose</b>
Existing wood shelters are in disrepair and require routine maintenance. Metal shelters are lower maintenance and durable. New shade structures and playground equipment will modernize the park and complement the trail renovation.

<b>Estimated Schedule</b>	
Planning and Design	2021
Construction	2022

<b>Funding Sources</b>	
Park Sales Tax FY 21	\$ 400,000
<b>Total Lifetime Budget</b>	\$ 400,000

<b>Estimated Annual Operating and Maintenance</b>	
\$2,000	

## Project Title: Neighborhood Park Renovation

Type: Parks & Recreation

Activity #47332784

### Project Description

In August 2016, Lee's Summit voters approved a continuation of the ¼ cent sales tax for parks capital projects through 2033. One of the projects identified in the capital campaign was the renovation of Neighborhood Parks. An assessment is underway of the existing parks to determine their needs. Summit Park, Pleasant Lea Park and Lowenstein Park have been prioritized. This project serves as a placeholder for the next park identified for renovation. Renovations include replacement of shelters, playground equipment, etc. and could include additional amenities.

### Project Purpose

Existing parks are aging and require maintenance. Park renovations as committed to the voters in August 2016.

### Estimated Schedule

Design	2022
Construction	2022

### Funding Sources

Park Sales Tax FY 22	\$400,000
<b>Total Lifetime Budget</b>	<b>\$400,000</b>

### Estimated Annual Operating and Maintenance

\$2,000

# Project Title: North Lea McKeighan Park Improvements

Type: Parks & Recreation	Activity #33532784
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## Project Description

Renovation of 11-acre North Lea McKeighan Park. Improvements to include activities consistent with existing activities (Sand Volleyball, Skate Park). Currently in final design of project. Proposed activities include outdoor ice skating, splashpad, adventure playground, skate park expansion, walking trails.

## Project Purpose

To complement the programmed activities implemented on the South side of Lea McKeighan Park. Park has a highly visible location and good accessibility.

## Estimated Schedule

Planning and Design	2017
Construction	2017-2018

## Funding Sources

Previous Years Sales Tax	\$ 2,900,000
Park Sales Tax FY 18	\$ 2,100,000
<b>Total Lifetime Budget</b>	<b>\$ 5,000,000</b>

## Estimated Annual Operating and Maintenance

\$ 200,000

## Project Title: Park South and Community Center

Type: Parks & Recreation

Activity #39932784

### Project Description

Staff has been in negotiations to secure property at the corner of Pryor Rd and County Line Rd to develop a 20 acre parcel with a portion to be set aside for development of a 20,000 SF community center. No commitments have been made for the land or infrastructure at this location, only preliminary discussions and exchange of conceptual site plans for development of the property.

Staff is in continuing discussions with the current landowner for an option to swap land for a frontage site as shown on the plans with land currently dedicated for park site on the southwest corner of the property. Other sites are being considered.

### Project Purpose

The Legacy for Tomorrow and Beyond plan included a community center that would be constructed in the south or west quadrant of Lee's Summit. Staff has been performing analysis and reviewing options on a number of site locations that meet the criteria established in the original LFTB plan.

A community center at this location is on the fringe of the desirable service area but still very much an ideal location to provide a community type fitness facility branded along the same concept of the Gamber Community Center with more functional interior uses.

### Estimated Schedule

Design	Fall 2020
Construction	2020-2021

### Funding Sources

Park Sales Tax FY 20	\$ 4,275,000
Park Sales Tax FY 21	\$ 4,275,000
<b>Total Lifetime Budget</b>	<b>\$8,550,000</b>

### Estimated Annual Operating and Maintenance

\$250,000

# Project Title: Park West/Eagle Creek/Pryor Road Trail Connector

Type: Parks & Recreation

Activity #33632784

## Project Description

Construct approximately 8,000 lf of trail east and west of Eagle Creek greenway. Improvements will include low water crossings and bike/ped bridge construction

## Project Purpose

To provide additional trail amenities along Mouse Creek stream corridor for southern portion of Lee's Summit. Trail would connect from Sampson Road through Park West and Eagle Creek Park and east to Pryor Road.

## Estimated Schedule

Planning and Design	2019
Construction	2019

## Funding Sources

Park Sales Tax FY 19	\$200,000
<b>Total Lifetime Budget</b>	\$200,000

## Estimated Annual Operating and Maintenance

\$5,000

<b>Project Title: Pleasant Lea Park Renovations</b>	
Type: Parks & Recreation	Activity #47032784

<b>Project Description</b>	
Construct new park shelter, provide shade structures adjacent to playground, and update playground equipment. Renovate and upgrade park amenities, tennis courts, site furnishings	

<b>Project Purpose</b>	
Existing park is aging and requires routine maintenance. Metal shelters are lower maintenance and durable. New shade structures and playground equipment will modernize the park and improve the appearance. Trail renovations may be required.	

<b>Estimated Schedule</b>	
Planning and Design	2020
Construction	2020

<b>Funding Sources</b>	
Park Sales Tax FY 20	\$ 400,000
<b>Total Lifetime Budget</b>	\$ 400,000

<b>Estimated Annual Operating and Maintenance</b>	
\$ 20,000	

## Project Title: Practice Field Improvements

Type: Parks & Recreation

Activity #33132784

### Project Description

Construct additional practice and game fields as necessary for youth sports programs. Practice infields and batting cages are being constructed north of the Legacy Park Football Venue inside Legacy Park. A second t-ball field will also be constructed at Girls Softball Venue at Legacy Park. Future additional practice space needs anticipated.

### Project Purpose

Begin a multi phase program of expanding sports venues to accommodate increases in participation and reduce wear and tear on game fields. Accommodate additional practice field space for community use.

### Estimated Schedule

Planning and Design

Fall 2016

Construction Phase I

March-June 2017

### Funding Sources

Previous Years Sales Tax

\$275,000

Park Sales Tax FY 21

\$100,000

Park Sales Tax FY 22

\$100,000

**Total Lifetime Budget** \$475,000

### Estimated Annual Operating and Maintenance

\$ 20,000

## Project Title: Summit Park Renovation

Type: Parks & Recreation

Activity #33832784

### Project Description

Replace aging infrastructure in park. Park shelter will be demolished in spring 2017 making way for future improvements. Improvements include new park shelter, restrooms, ball field and tennis court fencing, playground equipment and additional parking.

### Project Purpose

Reduce on-going maintenance and care for aging park infrastructure.

### Estimated Schedule

Demolition/Planning and Design

2017-2018

Construction

2019

### Funding Sources

Park Sales Tax FY 2019

\$600,000

**Total Lifetime Budget** \$600,000

### Estimated Annual Operating and Maintenance

\$10,000

## Project Title: Summit Waves-Wave Pool

Type: Parks & Recreation

Activity #47132784

### Project Description

In August 2016, Lee's Summit voters approved a continuation of the ¼ cent sales tax for parks capital projects through 2033. One of the projects identified in the capital campaign were upgrades and improvements to Summit Waves Aquatics Center. Construction of a wave pool with open water was originally part of the scope of the project but because of budget concerns the project was put on hold. Improvements will be located adjacent to the current facility and will consist of approximately 6,000 SF of open water play with a shallow depth entry and artificially created waves.

### Project Purpose

Project is necessary to make the facility competitive and current with other local and regional facilities.

### Estimated Schedule

Design	2019
Construction	2020

### Funding Sources

Park Sales Tax FY 20	\$ 5,000,000
<b>Total Lifetime Budget</b>	\$ 5,000,000

### Estimated Annual Operating and Maintenance

\$100,000

# CAPITAL IMPROVEMENT PLAN 2018-2022

## SOLID WASTE



**SOLID WASTE**  
(Costs in \$1,000s)

Project	Prior Yrs.	2018	2019	2020	2021	2022	Total
Landfill Closure Phases I, II and III	1,348	693	695	549	-	-	3,285
Transfer Station	576	576	-	-	-	-	1,152
<b>Total</b>	1,924	1,269	695	549	-	-	4,437

## Project Title: Landfill Closure

Type: Solid Waste

Activity #40252086

### Project Description

This project involves the phased closure of the landfill. Components include leveling settled areas of the landfill, applying final cover according to Missouri Department of Natural Resources specifications, and testing soil densities to make sure specifications are achieved. Other activities include leachate and methane system management.

### Project Purpose

The City's landfill operating permit requires proper closure of the landfill after the landfill has reached capacity.

### Estimated Schedule

Landfill Closure-Phase I	2017-2018
Landfill Closure-Phase II	2018-1019
Landfill Closure-Phase III	2019-1020

### Funding Sources

Landfill Closure Fund	\$3,285,000
<b>Total Lifetime Budget</b>	<b>\$3,285,000</b>

### Estimated Annual Operating and Maintenance

\$10,000

## Project Title: Trash Transfer Station

Type: Solid Waste

Activity #40152086

### Project Description

This project involves the design, permitting and construction of a trash transfer station. The facility will be constructed at the City's existing Resource Recovery Park. Components include, stormwater drainage, odor and blowing litter, fire safety, traffic management and aesthetic considerations.

### Project Purpose

The facility will allow continued solid waste services for citizens and businesses in Lee's Summit and the surrounding areas. The project continues implementation of the City's approved Solid Waste Master Plan.

### Estimated Schedule

Design and Initial Permitting

2016-2017

Construction

2017-1018

### Funding Sources

Landfill Construction

\$1,152,200

**Total Lifetime Budget**

\$1,152,200

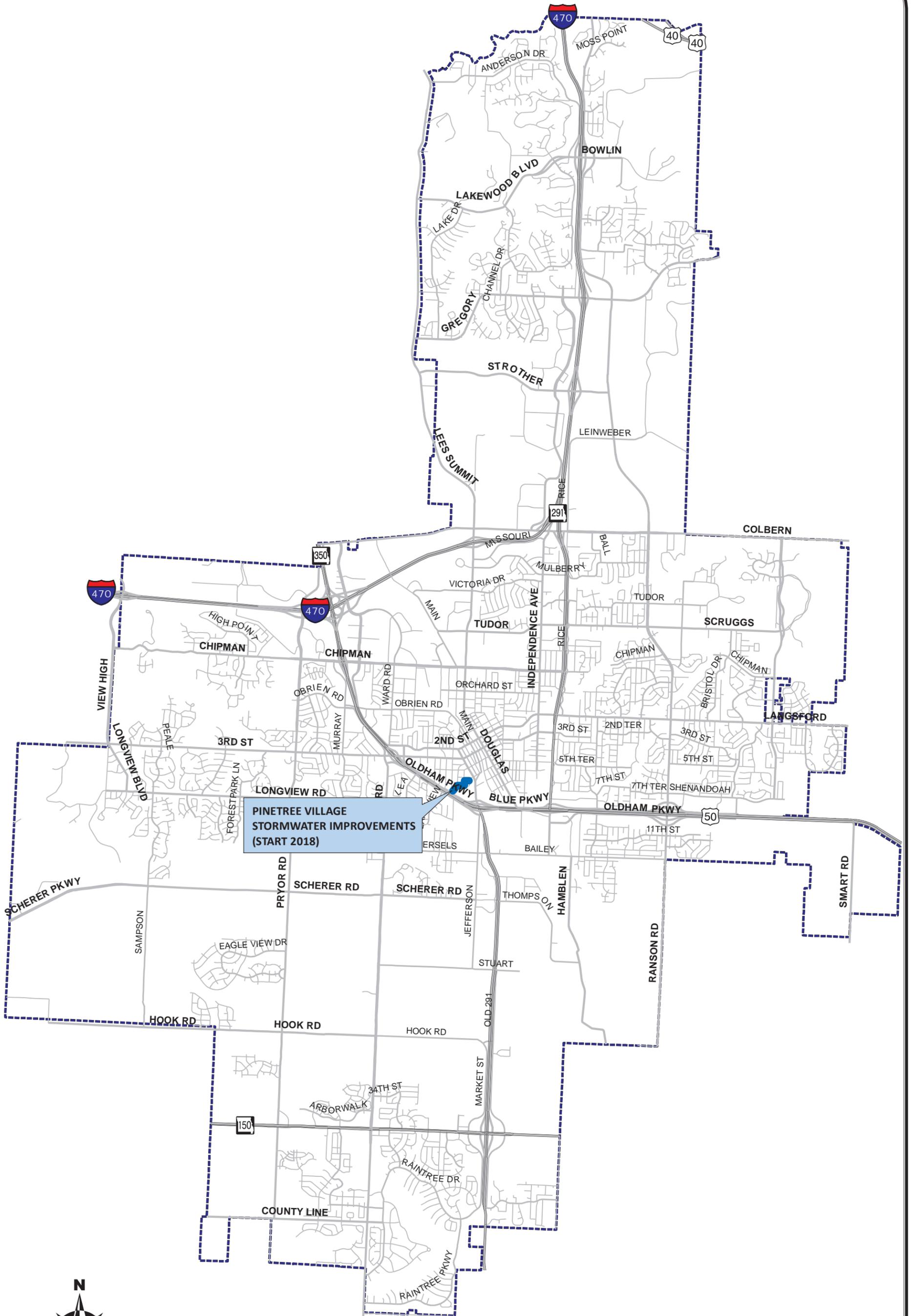
### Estimated Annual Operating and Maintenance

\$5,000

# CAPITAL IMPROVEMENT PLAN 2018-2022

## STORMWATER IMPROVEMENTS





**2018- 2022**  
**STORMWATER BOND**  
**CAPITAL IMPROVEMENTS**

**STORM WATER**  
**(Costs in \$1,000s)**

<b>Project</b>	<b>Prior Yrs.</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>Total</b>
Stormwater Infrastructure Improvements	3,005	-	-	-	-	-	3,005
<b>Total</b>	3,005	-	-	-	-	-	3,005

# Project Title: Stormwater Infrastructure Improvements

Type: Stormwater, Public Works

Activity #5433813

## Project Description

This program will upgrade and/or improve the existing City stormwater system to relieve structural flooding throughout the City of Lee's Summit. Funding for this program was approved by the voters in the November 2007 "No Tax Increase" bond election. The final project currently scheduled in this program will be in the Pine Tree Village area. Additional work may be programmed if there are sufficient funds after completing this project.

## Project Purpose

To reduce or eliminate structural flooding throughout the City. Locations of past flooding are outlined by the City's Stormwater Master Plan and/or provided through citizen and Staff input.

## Estimated Schedule

Design and Right of Way Acquisition	2007-2015
Construction	2014-2018

## Funding Sources

Remaining Stormwater Bonds 2007	\$3,005,000
<b>Total Lifetime Budget</b>	<b>\$15,800,000</b>

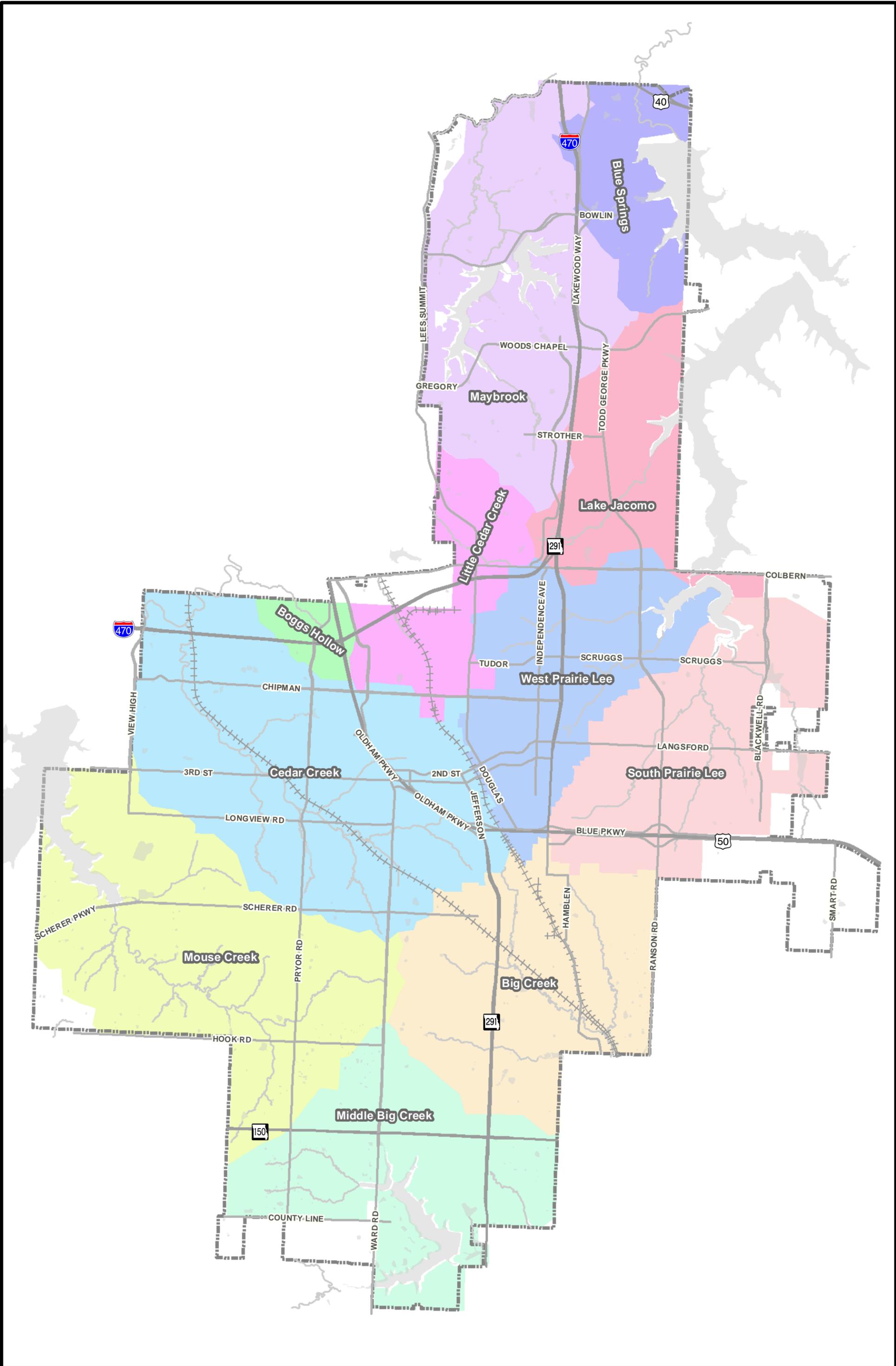
## Estimated Annual Operating and Maintenance

No impact on maintenance costs.

# CAPITAL IMPROVEMENT PLAN 2018-2022

## WATER UTILITIES SEWER CONSTRUCTION





## SANITARY SEWER

(Costs in \$1,000s)

Project	Prior Yrs.	2018	2019	2020	2021	2022	Total
Big Creek EFHB (East & West Forks)	-	-	50	600	-	-	650
Bogg's Hollow Meter Structure	300	-	-	-	-	-	300
CC Watershed - CC16, CC20 Private I/I Rehab	584	-	-	-	-	-	584
Cedar Creek Improvements - MH29-220 to MH37-001	850	-	-	2,550	-	-	3,400
Cedar Creek Interceptor - Phase III & IV	-	1,000	715	-	-	-	1,715
Cedar Creek Interceptor - Winterset Woods & Sterling Hills	565	1,035	-	-	-	-	1,600
Facilities Asset Management Plan	-	150	-	-	-	-	150
Flow Monitoring	300	150	150	-	-	-	600
Large Diameter Sewer and Force Main Condition Assessments	-	700	360	200	200	200	1,660
Little Cedar - Force Main	-	-	-	-	-	4,084	4,084
Sanitary Sewer Rehab - Relining, Manhole Rehab, Tap Repairs	4,565	1,045	1,150	1,150	1,150	1,150	10,210
Sewer Asset Management Plan	-	100	-	-	-	-	100
Sewer Main Rehabilitation and Creek Stabilization	-	300	-	-	-	-	300
Small Main Replacement Program	1,000	-	-	1,000	-	-	2,000
Tudor Force Main - Odor Control	500	-	-	-	-	-	500
Tudor Pump Station EFHB Rehabilitation	-	131	-	-	-	-	131
Wastewater Master Plan	-	-	-	500	-	-	500
<b>TOTAL</b>	<b>8,664</b>	<b>4,611</b>	<b>2,425</b>	<b>6,000</b>	<b>1,350</b>	<b>5,434</b>	<b>28,484</b>

## Project Title: Big Creek EFHB (East & West Forks)

Type: Sanitary Sewer

Activity #42431583

### Project Description

This project will provide storage for peak wet weather flows in the Big Creek watershed. Phase I of this project will determine the location to meet the storage requirements of the basin. Phase II will be the construction of the basin.

### Project Purpose

This basin will serve existing and future customers by reducing peak wet weather flows to downstream sewers and reduce potential overflows.

### Estimated Schedule

Land Acquisition	2019
Design & Construction	2020

### Funding Sources

Sewer Tap Fund	\$650,000
<b>Total Lifetime Budget</b>	\$650,000

### Estimated Annual Operating and Maintenance

\$2,000

<b>Project Title: Boggs Hollow Meter Structure</b>	
Type: Sanitary Sewer	Activity #28531583

<b>Project Description</b>	
Secure the property for the construction of the Boggs Hollow Meter Structure, and construct meter structure on Boggs Hollow Interceptor.	

<b>Project Purpose</b>	
This project is in conjunction with KCMO for access to Boggs Hollow Interceptor.	

<b>Estimated Schedule</b>	
Design and Right of Way Acquisition	2017
Construction	2017

<b>Funding Sources</b>	
Sewer Construction Fund	\$300,000
<b>Total Lifetime Budget</b>	\$300,000

<b>Estimated Annual Operating and Maintenance</b>	
\$1,500	

## Project Title: Cedar Creek Watershed - CC16, CC20 Private I/I Rehabilitation

Type: Sanitary Sewer

Activity #16031783

### Project Description

This sanitary sewer improvement project consists of completing the private I/I rehabilitation work identified in the Sewer System Evaluation Study (SSES) in the CC-16 and CC-20 sub-watersheds. These improvements have been completed and flow monitoring and reporting will finalize this work.

### Project Purpose

This project will serve existing customers by reducing I/I from these sources which will alleviate sanitary sewer overflows and backups in homes.

### Estimated Schedule

Design and Right of Way Acquisition	Complete
Construction	2014-2017

### Funding Sources

Sewer Construction Fund	\$584,000
<b>Total Lifetime Budget</b>	\$584,000

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

# Project Title: Cedar Creek Improvements – MH 29-220 to MH 37-001

Type: Sanitary Sewer	Activity #42531783
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### Project Description

This sanitary sewer improvement project consists of upgrades to the Interceptor within the Cedar Creek watershed that serves the internal core of the city. The project will improve approximately 5,000 LF of sewer main and will require a bore of US 50 Highway.

### Project Purpose

The improvements will increase the conveyance of sewer to meet current and future needs within the Cedar Creek watershed as redevelopment occurs.

### Estimated Schedule

Design and Right of Way Acquisition	2017
Construction	2020

### Funding Sources

Sewer Construction Fund	\$2,550,000
Sewer Tap Fund	\$850,000
<b>Total Lifetime Budget</b>	<b>\$3,400,000</b>

### Estimated Annual Operating and Maintenance

\$1,000
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# Project Title: Cedar Creek Interceptor Improvements – Phase III & IV

Type: Sanitary Sewer	Activity #42631783
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### Project Description

This sanitary sewer improvement project consists of the construction of approximately 1,500 LF of sanitary sewer lines along the upper segments of the Cedar Creek interceptor.

### Project Purpose

The existing sanitary sewer lines do not have capacity to convey the predicted wet-weather flows nor meet the future needs of development in the watershed.

### Estimated Schedule

Design and Right of Way Acquisition	2016-2017
Construction	2018

### Funding Sources

Sewer Construction Fund	\$1,285,000
Sewer Tap Fund	\$430,000
<b>Total Lifetime Budget</b>	<b>\$1,715,000</b>

### Estimated Annual Operating and Maintenance

\$1,000
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## Project Title: Cedar Creek Interceptor - Winterset Woods & Sterling Hills

Type: Sanitary Sewer

Activity #19631783

### Project Description

This sanitary sewer improvement project consists of the construction of 2,600 LF of sanitary sewer relief lines ranging in pipe size from 12-inches to 15-inches in diameter on the lower segments of the Cedar Creek Interceptor Subbasins CC-03 and CC-04.

### Project Purpose

The existing lines do not have capacity to convey the predicted peak wet weather sanitary sewer flows nor meet the future needs of development. The condition of the existing pipe system is also a concern. There has been at least one documented overflow in these subbasins.

### Estimated Schedule

Design and Right of Way Acquisition	2017-2018
Construction	2018

### Funding Sources

Sewer Tap Fund	\$565,000
Sewer Construction Fund	\$1,035,000
<b>Total Lifetime Budget</b>	\$1,600,000

### Estimated Annual Operating and Maintenance

\$2,000

# Facilities Asset Management Plan

Type: Sanitary Sewer

Activity #48231783

## Project Description

Create a new asset management plan for the vertical infrastructure managed by Water Utilities.

## Project Purpose

The water and sewer systems contain not only pipes but also pumpstations, water towers, metering and communications equipment. The Facilities Asset Management plan will review our current practices and standard operating procedures and make recommendations to move us to the best practices in this area.

## Estimated Schedule

Inspection and assessment

2018

## Funding Sources

Sewer Construction Fund

\$150,000

**Total Lifetime Budget** \$150,000

## Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

## Project Title: FY16, FY17, FY 18 & FY19 Flow Monitoring

Type: Sanitary Sewer

Activity #33931783

### Project Description

Provide Flow Monitoring in the portions of the South Prairie Lee, and West Prairie Lee Water Sheds.

### Project Purpose

Extensive flow monitoring was conducted in 1996 and used to define the Sanitary Sewer Masterplanning project and I&I reduction projects. The proposed flow monitoring will measure the success of the work done as outlined in these programs along with the sewer rehab programs and set a new baseline for these areas.

### Estimated Schedule

Design and Right of Way Acquisition	2017
Construction	2019

### Funding Sources

Sewer Construction Fund	\$600,000
<b>Total Lifetime Budget</b>	<b>\$600,000</b>

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

# Large Diameter Sewer and Force Main Condition Assessments

Type: Sanitary Sewer	Activity #48331783
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## Project Description

Perform Condition assessments on our large diameter interceptor sewer and force mains.

## Project Purpose

The sewer system that serves the City of Lee's Summit is made up of a network of small lines which drain to larger interceptors and pumpstations. The City has the equipment to inspect the small diameter mains effectively but does not have the equipment to inspect these larger interceptor mains or force mains as that requires specialized equipment. This program will inspect these mains.

## Estimated Schedule

Inspection and assessment	2018-2023
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## Funding Sources

Sewer Construction Fund	\$1,890,000
<b>Total Lifetime Budget</b>	\$1,890,000

## Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

<b>Project Title: Little Cedar – Force Main</b>	
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Type: Sanitary Sewer
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Activity #42731583
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<b>Project Description</b>
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This sanitary sewer improvement project consists of a new 24" force main along Tudor Road from M-291 Highway to near Douglas Road.
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<b>Project Purpose</b>
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The improvements will allow 24 MGD to be conveyed to the Little Cedar Creek watershed from the West and South Prairie Lee watersheds.
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<b>Estimated Schedule</b>	
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Design and Right of Way Acquisition	2022
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Construction	2022
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<b>Funding Sources</b>	
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Sewer Tap Fund	\$4,084,000
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<b>Total Lifetime Budget</b>	\$4,084,000
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<b>Estimated Annual Operating and Maintenance</b>	
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\$5,000
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## Project Title: Sanitary Sewer Rehabilitation - CIPP Lining, Manhole Rehab, Tap Repairs

Type: Sanitary Sewer	Activity #19131783
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### Project Description

Project is a multi-year rehabilitation of clay tile pipe, manholes and substandard sewer taps in service throughout the City that allow inflow and infiltration (I&I) to enter into the system.

### Project Purpose

Lining of sanitary sewer pipes will reduce the I&I and the potential for blockages.  
 Rehabilitation of manholes to reduce I&I and H<sub>2</sub>S corrosion.  
 Repair of substandard sewer taps to reduce I&I and the potential for blockages.

### Estimated Schedule

Design and Right of Way Acquisition	N/A
Construction	Ongoing

### Funding Sources

Sewer Construction Fund	\$10,210,000
<b>Total Lifetime Budget</b>	\$10,210,000

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

# Sewer Asset Management Plan

Type: Sanitary Sewer

Activity #48431783

## Project Description

Create a new asset management plan for the sewer lines managed Water Utilities.

## Project Purpose

The sewer systems contains a system of pipes on which the Water Utilities Department collects data daily. The Sewer Asset Management plan will review our current practices and standard operating procedures and make recommendations to move us to the best practices in this area.

## Estimated Schedule

Inspection and assessment

2018

## Funding Sources

Sewer Construction Fund

\$100,000

**Total Lifetime Budget** \$100,000

## Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

# Project Title: Sewer Main Rehabilitation and Creek Stabiliation

Type: Sanitary Sewer	Activity #48531783
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## Project Description

Two sewer main crossings have been identified with dilapidated pipe segments that require rehabilitation. Segment 1 is from MH 33-390 to MH 33-408 and segment 2 is from MH 37-030 to MH 37 031.

## Project Purpose

Condition assessments have identified segments of line that are below standard. These lines will be replaced to bring them up to standard and reduce I&I and potential for blockage.

## Estimated Schedule

Design and Right of Way Acquisition	2018
Construction	2018

## Funding Sources

Sewer Construction Fund	\$300,000
<b>Total Lifetime Budget</b>	\$300,000

## Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

<b>Project Title: Small Main Replacement Program</b>	
Type: Sanitary Sewer	Activity #34031783

<b>Project Description</b>	
Replacement of undersized and dilapidated sewer mains around the City.	

<b>Project Purpose</b>	
Segments of line have been identified that are under the current standard for minimum size and in poor condition. These lines will be replaced to bring them up to standard and reduce I&I and potential for blockage.	

<b>Estimated Schedule</b>	
Design and Right of Way Acquisition	2016 – 2020
Construction	2016 - 2020

<b>Funding Sources</b>	
Sewer Construction Fund	\$2,000,000
<b>Total Lifetime Budget</b>	\$2,000,000

<b>Estimated Annual Operating and Maintenance</b>	
No additional operating/maintenance costs	

## Project Title: Tudor Force Main – Odor Control

Type: Sanitary Sewer

Activity #42831583

### Project Description

This project involves the design and installation of an Oxygen Injection System for odor control at the pump station.

### Project Purpose

This project will reduce maintenance costs and improve odor control effectiveness. Costs associated with chemical delivery, storage and operation will be reduced.

### Estimated Schedule

Design and Right of Way Acquisition	2017
Construction	2017

### Funding Sources

Sewer Construction Fund	\$500,000
<b>Total Lifetime Budget</b>	\$500,000

### Estimated Annual Operating and Maintenance

\$5,000

# Tudor Pump Station EFHB Rehabilitation

Type: Sanitary Sewer

Activity #48631783

## Project Description

The floor in the Excess Flow Holding Basin at Tudor Road Pump Station is showing signs of distress and cracking and is in need of repair.

## Project Purpose

The EFHB at Tudor Road Pumpstation was constructed in 1991 and is utilized to equalize flows into the pumpstation during rain events. The floor in the EFHB is beginning to deteriorate and show signs of cracking. This project will be to remediate this issue and keep this vital piece of our system in service.

## Estimated Schedule

Design and Right of Way Acquisition	2018
Construction	2018

## Funding Sources

Sewer Construction Fund	\$131,000
<b>Total Lifetime Budget</b>	<b>\$131,000</b>

## Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

## Project Title: Wastewater Master Plan

Type: Sanitary Sewer

Activity #42931583

### Project Description

This project consists of analysis, modeling, and evaluation of the Sanitary Sewer System.

### Project Purpose

This project will ensure that the City's wastewater system is adequately prepared to meet future growth needs through an analysis the current infrastructure considering the number of improvements that have been made to the system.

### Estimated Schedule

Design and Right of Way Acquisition	2020
Construction	2020

### Funding Sources

Sewer Construction Fund	\$500,000
<b>Total Lifetime Budget</b>	<b>\$500,000</b>

### Estimated Annual Operating and Maintenance

# CAPITAL IMPROVEMENT PLAN 2018-2022

## WATER UTILITIES WATER IMPROVEMENTS



**WATER**  
(Costs in \$1,000s)

Project	Prior Yrs.	2018	2019	2020	2021	2022	Total
Harris Park Standpipe - Recoating	-	-	287	-	-	-	287
Hook Tower - Recoating	409	-	-	-	-	-	409
Interconnection Projects – Tri County Water Authority Operation Facility*	-	-	-	200	-	-	200
Ranson Tower - Recoating	14,000	650	-	-	-	-	14,650
SCADA Radio Communications*	324	-	-	-	-	-	324
Scherer Tower - Recoating	300	115	-	-	-	-	415
South Terminal Discharge Main	-	417	-	-	-	-	417
Transmission Main Condition Assessment	-	-	231	1,581	-	-	1,812
Water Asset Management Plan	-	275	400	-	-	850	1,525
Water Main - Harris Rd - Herring to Haines	-	-	-	100	-	-	100
Water Main – Lakewood Way – Ridgewood to Bowlin Rd	-	504	-	-	-	400	504
Water Main – Samson Road Existing 12” to Hook	-	-	-	-	-	-	400
Water Main - US 50 Hwy - Blackwell to Smart	-	682	-	-	-	-	682
Water Main - US 50 Hwy - Smart to Harris	568	-	-	-	-	-	568
Water Main – View High Longview Golf to Chipman Upsize	649	-	-	-	-	-	649
Water Main Rehab FY16	-	340	-	-	-	-	340
Water Main Rehab FY17	1,900	-	-	-	-	-	1,900
Water Main Rehab FY18	2,000	-	-	-	-	-	2,000
Water Main Rehab FY19	-	2,400	-	-	-	-	2,400
Water Main Rehab FY20	-	-	2,500	-	-	-	2,500
Water Main Rehab FY21	-	-	-	3,000	-	-	3,000
Water Main Rehab FY22	-	-	-	-	2,750	-	2,750
Water Master Plan Update	-	-	-	-	-	3,750	3,750
Water Meter Replacement	-	-	-	-	250	-	250
Water Operations Site Remediation and Genset Reconditioning	1,200	400	400	-	-	-	2,000
Woods Chapel Tower - Recoating	-	400	-	-	-	-	400
<b>TOTAL</b>	-	333	-	-	-	-	333
	21,350	6,516	3,818	4,881	3,000	5,000	44,565

\*Includes funding from Sewer Construction Fund since system serves both water and sewer facilities.

<b>Project Title: Harris Park Standpipe - Recoating</b>	
Type: Water Utilities	Activity #43031883

<b>Project Description</b>	
Project consists of recoating interior and exterior of standpipe located in Harris Park.	

<b>Project Purpose</b>	
The Harris Park Standpipe provides storage to meet peak demands during the summer.	

<b>Estimated Schedule</b>	
Design	2019
Construction	2019

<b>Funding Sources</b>	
Water ERP	\$287,000
<b>Total Lifetime Budget</b>	\$287,000

<b>Estimated Annual Operating and Maintenance</b>	
\$0	

## Project Title: Hook Tower - Recoating

Type: Water Utilities

Activity #43131883

### Project Description

Project consists of recoating interior and exterior of water tower located at Hook Road & Ward Road.

### Project Purpose

Recent inspections have indicated that the exterior coating is separating from the undercoat. The tower was put into service in 2004 and is an integral part of the distribution system. The tower provides water storage for peak demands and emergencies.

### Estimated Schedule

Design

2017

Construction

2017

### Funding Sources

Water ERP

\$409,000

**Total Lifetime Budget** \$409,000

### Estimated Annual Operating and Maintenance

\$0

# Project Title: Interconnection Projects – Tri County Water Authority

Type: Water Utilities

Activity #48731483

## Project Description

Provide Redundancy with interconnection points to Tri County Water Authority  
Connect to the transmission main at Ranson and Scherer Road Towers

## Project Purpose

Continued efforts to maintain and strengthen our water distribution system.

## Estimated Schedule

Design and Right of Way Acquisition	2020
Construction	2020

## Funding Sources

Water Tap	\$200,000
<b>Total Lifetime Budget</b>	\$200,000

## Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

## Project Title: Operation Facility

Type: Water Utilities

Activity #14431683

### Project Description

Project consists of site acquisition, design and construction of a replacement to the current Operations Facility. The adopted Water Utilities Strategic Plan outlined a need for a functionally designed maintenance and operations facility that will improve operational efficiencies.

### Project Purpose

A Space Needs Assessment completed in May 2007 identified several deficiencies with the current Operations Facility. The deficiencies include crowded and inefficient work spaces, lack of dedicated file space, lack of conference space, limited crew support space (lockers, restrooms, break rooms, training rooms), lack of dedicated vehicle storage space, inadequate welding/fabrication space, inefficient parts, inventory and pipe storage and lack of a dedicated System Control and Data Acquisition (SCADA) control room.

### Estimated Schedule

Design and Right of Way Acquisition	2015
Construction	2016 - 2017

### Funding Sources

Water Construction	\$7,325,000
Sewer Construction	\$7,325,000
<b>Total Lifetime Budget</b>	\$14,650,000

### Estimated Annual Operating and Maintenance

\$49,000

## Project Title: Ranson Tower - Recoating

Type: Water Utilities

Activity #43231883

### Project Description

Project consists of recoating interior and exterior of water tower located on Ranson Road south of US 50 Hwy.

### Project Purpose

The tower was recoated in 2004 and had an expected life of 12 years. The Ranson tower is an intergral part of the distribution system and provides water storage for peak summer demands and emergencies.

### Estimated Schedule

Design

2017

Construction

2017

### Funding Sources

Water ERP

\$324,000

**Total Lifetime Budget** \$324,000

### Estimated Annual Operating and Maintenance

\$0

## Project Title: SCADA Radio Communications

Type: Water Utilities

Activity #1553161

### Project Description

Replace the SCADA control system's existing leased phone lines with a radio based communication system by expanding upon the public safety radio project. Approximately 35 radio segments will be added to the public safety hub and will utilize a fiber connection linking the SCADA host computer to the radio hub. The SCADA component of the radio system will be owned and maintained by the Utility. The SCADA system serves both water and sewer facilities so the project is funded from both water construction and sewer construction accounts.

### Project Purpose

The existing leased line communication system is an outdated technology and has become time consuming to maintain and increasingly expensive to utilize. The conversion to a privately owned system utilizing current radio technologies will increase the reliability of control system communications, will extend the useful life of the communication system, and will reduce its overall annual cost.

### Estimated Schedule

Design	2017
Construction	2017-2018

### Funding Sources

Water Construction	\$415,000
<b>Total Lifetime Budget</b>	\$415,000

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

## Project Title: Scherer Tower - Recoating

Type: Water Utilities

Activity #43331883

### Project Description

Project consists of recoating interior and exterior of water tower on Scherer Road, west of Pryor Road.

### Project Purpose

Recent inspections have indicated that the exterior coating fading and should be recoated in 2018. The tower was placed into service in 2002 and is an intergral part of the distribution system. The tower provides water storage for peak summer demands and emergencies.

### Estimated Schedule

Design	2018
Construction	2018

### Funding Sources

Water ERP	\$417,000
<b>Total Lifetime Budget</b>	\$417,000

### Estimated Annual Operating and Maintenance

\$0

## Project Title: South Terminal Discharge Main

Type: Water Utilities

Activity #34431483

### Project Description

Create a redundant water discharge connection to the Kansas City transmission main at South Terminal.

### Project Purpose

Reduce pressure and velocity on the water supply system at South Terminal.

### Estimated Schedule

Design and Right of Way Acquisition	2019
Construction	2020

### Funding Sources

Water Tap	\$1,812,000
<b>Total Lifetime Budget</b>	\$1,812,000

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

<b>Project Title: Transmission Main Condition Assessment</b>
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Type: Water Utilities
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Activity #48831683
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<b>Project Description</b>
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Condition Assessment of select Large Diameter (greater than 16") transmission mains.
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<b>Project Purpose</b>
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The water system contains a system of pipes on which the Water Utilities Department collects data daily. The large transmission main system in Lee's Summit is the backbone of our water supply
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<b>Estimated Schedule</b>
---------------------------

On Going Condition Assessment
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2018-2023
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<b>Funding Sources</b>
------------------------

Water Construction
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\$3,525,000
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<b>Total Lifetime Budget</b>	\$3,525,000
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<b>Estimated Annual Operating and Maintenance</b>
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No additional operating/maintenance costs
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## Project Title: Water Asset Management Plan

Type: Water Utilities

Activity #48931683

### Project Description

Create a new asset management plan for the water lines managed Water Utilities.

### Project Purpose

The water system contains a system of pipes on which the Water Utilities Department collects data daily. The Water Asset Management plan will review our current practices and standard operating procedures and make recommendations to move us to the best practices in this area.

### Estimated Schedule

Design and Right of Way Acquisition	2020
Construction	2020

### Funding Sources

Water Construction	\$100,000
<b>Total Lifetime Budget</b>	\$100,000

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

## Project Title: Water Main – Harris Road (Herring to Haines)

Type: Water Utilities

Activity #43431683

### Project Description

Rehabilitation and upsizing of water mains at:  
 - - Harris Rd – Herring to Haines

### Project Purpose

Continued efforts to maintain and strengthen our water distribution system.

### Estimated Schedule

Design and Right of Way Acquisition	2018
Construction	2018

### Funding Sources

Water Construction	\$280,000
Water Tap	\$69,000
District 14	\$155,000
<b>Total Lifetime Budget</b>	<b>\$504,000</b>

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

<b>Project Title: Water Main – Lakewood Way – Ridgewood to Bowlin Rd</b>
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Type: Water Utilities
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Activity #49031483
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<b>Project Description</b>
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Connect existing Waterlines and Ridgewood and Bowlin Road to create a looped system.
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<b>Project Purpose</b>
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Continued efforts to maintain and strengthen our water distribution system.
---

<b>Estimated Schedule</b>
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Design and Right of Way Acquisition	2022
Construction	2022

<b>Funding Sources</b>
------------------------

Water Tap	\$400,000
<b>Total Lifetime Budget</b>	\$400,000

<b>Estimated Annual Operating and Maintenance</b>
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No additional operating/maintenance costs
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# Project Title: Water Main – Samson Road Existing 12” to Hook

Type: Water Utilities	Activity #49131483
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## Project Description

Rehabilitation and upsizing of water mains at:  
Along Sampson Road in support of development

## Project Purpose

Continued efforts to maintain and strengthen our water distribution system.

## Estimated Schedule

Design and Right of Way Acquisition	2018
Construction	2018

## Funding Sources

Water Tap	\$613,800
Water Construction	\$68,200
<b>Total Lifetime Budget</b>	<b>\$682,000</b>

## Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

## Project Title: Water Main – US 50 Hwy (Blackwell to Smart)

Type: Water Utilities

Activity #43631483

### Project Description

Rehabilitation and upsizing of water mains that will serve the SE quadrant of the City.

### Project Purpose

Continued efforts to maintain and strengthen our water distribution system.

### Estimated Schedule

Design and Right of Way Acquisition	2017
Construction	2017

### Funding Sources

Water Construction	\$142,000
Water Tap	\$426,000
<b>Total Lifetime Budget</b>	<b>\$568,000</b>

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

<b>Project Title: Water Main – US 50 Hwy (Smart to Harris).</b>	
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Type: Water Utilities
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Activity #43731483
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<b>Project Description</b>
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Rehabilitation and upsizing of water main that serves eastern portion of service territory.
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<b>Project Purpose</b>
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Continued efforts to maintain and strengthen our water distribution system.
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<b>Estimated Schedule</b>
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Design and Right of Way Acquisition	2017
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Construction	2017
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<b>Funding Sources</b>
------------------------

Water Construction	\$90,000
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Water Tap	\$559,000
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<b>Total Lifetime Budget</b>	\$649,000
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<b>Estimated Annual Operating and Maintenance</b>
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No additional operating/maintenance costs
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<b>Project Title: Water Main – View High Longview Golf to Chipman Upsize</b>
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Type: Water Utilities	Activity #49231483
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<b>Project Description</b>
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Rehabilitation and upsizing of water mains at: Along Viewhigh Drive to Chipman in support of development
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<b>Project Purpose</b>
------------------------

Continued efforts to maintain and strengthen our water distribution system.
---

<b>Estimated Schedule</b>
---------------------------

Design and Right of Way Acquisition	2018
Construction	2018

<b>Funding Sources</b>
------------------------

Water Tap	\$227,800
Water Construction	\$112,200
<b>Total Lifetime Budget</b>	\$340,000

<b>Estimated Annual Operating and Maintenance</b>
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No additional operating/maintenance costs
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## Project Title: Water Main Rehabilitation FY16

Type: Water Utilities

Activity #20231683

### Project Description

Rehabilitation of water mains on:

- 5<sup>th</sup> Street Warrington to Jefferson
- 6<sup>th</sup> Street Green to Independence
- Beach Road off Woods Chapel
- Brockton and Hamstead
- Edewater
- Grant – Chapel to Stanton
- Green – 7<sup>th</sup> to 8<sup>th</sup> and 7<sup>th</sup> Terr to 8<sup>th</sup> St
- Noel and 1<sup>st</sup> Ter
- Noeleen Ln – Columbus to Oak Tree
- Pembroke Ln
- Warrinton Ct
- Woods Chapel Terminus

### Project Purpose

The lines have exhibited increased break rates in recent years and are now due for replacement.

### Estimated Schedule

Design and Right of Way Acquisition	2016
Construction	2016

### Funding Sources

Water Construction	\$1,900,000
<b>Total Lifetime Budget</b>	<b>\$1,900,000</b>

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

## Project Title: Water Main Rehabilitation FY17

Type: Water Utilities

Activity #20331683

### Project Description

Rehabilitation of water mains on:  
- Braeside Park Donovan and Robin Rd  
- NE Main St, Forest to 1<sup>st</sup>  
- Village Fair Phase II

### Project Purpose

Continued efforts to maintain and strengthen our water distribution system.

### Estimated Schedule

Design and Right of Way Acquisition	2017
Construction	2017

### Funding Sources

Water Construction	\$2,000,000
<b>Total Lifetime Budget</b>	<b>\$2,000,000</b>

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

## Project Title: Water Main Rehabilitation FY18

Type: Water Utilities

Activity #20431683

### Project Description

Rehabilitation of water mains on:

- Lakeview and 1<sup>st</sup>
- Lynn and Applewood St
- Applewood and Magnolia
- Wicklow
- Hilltop School

### Project Purpose

Continued efforts to maintain and strengthen our water distribution system.

### Estimated Schedule

Design and Right of Way Acquisition	2018
Construction	2018

### Funding Sources

Water Construction	\$2,400,000
<b>Total Lifetime Budget</b>	<b>\$2,400,000</b>

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

## Project Title: Water Main Rehabilitation FY19

Type: Water Utilities

Activity #28631683

### Project Description

Rehabilitation of water mains on:

- Quik Trip and Squeaky Clean Carwash
- Tudor Shops off Rice Rd
- Pergola View
- Woods Chapel West of Lakeview
- Bordner and 11<sup>th</sup>
- NW Prior Road and Under 470
- Raintree cul-de-sacs – Lido, Pendant, Starboard, Ensign, Breezy Point
- Agate Dr and Circle

### Project Purpose

Continued efforts to maintain and strengthen our water distribution system.

### Estimated Schedule

Design and Right of Way Acquisition	2019
Construction	2019

### Funding Sources

Water Construction	\$2,500,000
<b>Total Lifetime Budget</b>	<b>\$2,500,000</b>

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

## Project Title: Water Main Rehabilitation FY20

Type: Water Utilities

Activity #34331683

### Project Description

Rehabilitation of water mains on:

- 5th Ter Melody to Bayberry
- 7th Pl
- Windsboro Dr, Nottingham to Williamsburg
- Princeton Heights, Parts of Windstar, 12th , and Rosehill
- Pheasant Run Apartments
- Westwind Ln
- Yost
- Basswood
- Lake Lee's Summit Phase 1

### Project Purpose

Continued efforts to maintain and strengthen our water distribution system.

### Estimated Schedule

Design and Right of Way Acquisition	2020
Construction	2020

### Funding Sources

Water Construction	\$3,000,000
<b>Total Lifetime Budget</b>	\$3,000,000

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

## Project Title: Water Main Rehabilitation FY21

Type: Water Utilities

Activity #43831683

### Project Description

Rehabilitation of water mains on:

- Backyards between 4<sup>th</sup> Terrace and Blue Parkway
- Bramble Trail
- Summit Point Condos
- BriairCroft
- Brentwood South of Langsford

### Project Purpose

Continued efforts to maintain and strengthen our water distribution system.

### Estimated Schedule

Design and Right of Way Acquisition	2021
Construction	2021

### Funding Sources

Water Construction	\$2,750,000
<b>Total Lifetime Budget</b>	<b>\$2,750,000</b>

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

<b>Project Title: Water Main Rehabilitation FY22</b>	
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Type: Water Utilities
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Activity #43831683
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<b>Project Description</b>
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Rehabilitation of water mains of various sizes throughout the City.
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<b>Project Purpose</b>
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Continued efforts to maintain and strengthen our water distribution system.
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<b>Estimated Schedule</b>	
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Design and Right of Way Acquisition	2022
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Construction	2022
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<b>Funding Sources</b>	
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Water Construction	\$3,750,000
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<b>Total Lifetime Budget</b>	\$3,750,000
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<b>Estimated Annual Operating and Maintenance</b>
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No additional operating/maintenance costs
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## Project Title: Water Master Plan Update

Type: Water Utilities

Activity #49331683

### Project Description

Our most recent Water Master Plan was completed in 2006 and is becoming out of date with the growth of our City and the changing technologies and water use levels. Water Utilities proposes to update the current plan to reflect the system as it is now and provide direction for the future.

### Project Purpose

Provide future planning and direction for the utility.

### Estimated Schedule

Design and Right of Way Acquisition	2021
Construction	2021

### Funding Sources

Water Tap	\$250,000
<b>Total Lifetime Budget</b>	\$250,000

### Estimated Annual Operating and Maintenance

No additional operating/maintenance costs

## Project Title: Water Meter Replacement

Type: Water Utilities

Activity #20531683

### Project Description

Replacement of water meters throughout the City.

### Project Purpose

Water meters degrade over the life of the meter and readings begin to slow. To ensure accurate readings and sustain revenues, water meters need to be replaced.

### Estimated Schedule

Design and Right of Way Acquisition

N/A

Construction

Ongoing

### Funding Sources

Water Construction

\$2,000,000

**Total Lifetime Budget**

\$2,000,000

### Estimated Annual Operating and Maintenance

\$70,000

# Project Title: Water Operations Site Remediation and Genset Reconditioning

Type: Water Utilities	Activity #49431883
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## Project Description

Demo of some of the existing buildings at the Douglas and Chipman Operations Facility after the new facility is complete.

## Project Purpose

Continued efforts to maintain and strengthen our water distribution system.

## Estimated Schedule

Design and Right of Way Acquisition	2018
Construction	2018

## Funding Sources

Water ERP Fund 318	\$400,000
<b>Total Lifetime Budget</b>	\$400,000

## Estimated Annual Operating and Maintenance

N/A

<b>Project Title: Woods Chapel Tower - Recoating</b>	
Type: Water Utilities	Activity #43931883

<b>Project Description</b>	
Project consists of recoating interior and exterior of water tower north of Woods Chapel on Lakewood Way.	

<b>Project Purpose</b>	
Recent inspections have indicated that the exterior coating fading and should be recoated in 2018. The tower was placed into service in 2000 and is an intergral part of the distribution system. The tower provides water storage for peak summer demands and emergencies.	

<b>Estimated Schedule</b>	
Design	2018
Construction	2018

<b>Funding Sources</b>	
Water ERP	\$333,000
<b>Total Lifetime Budget</b>	\$333,000

<b>Estimated Annual Operating and Maintenance</b>	
\$0	



# **2018-2022 Capital Improvement Plan**

Public Works Committee Presentation

May 16, 2017

# CIP “Defined”

- Planning document for major public infrastructure
- Anticipated improvements over next 5 years – “list of projects”
- Updated annually
- Financial/budget component – financially constrained
- Costs included in 1<sup>st</sup> year of plan become fiscal year capital budget
- Adopted by Planning Commission as part of the Comprehensive Plan and to meet statutory requirements for public hearings for location, extent and nature of projects
- Adopted by City Council resolution in accordance with City Charter

# Total Costs Included in CIP

Current FY2017-2021 CIP      \$303,968,000

Proposed FY2018-2022 CIP      \$311,173,000

# Major Dedicated Funding Sources

- Capital Improvements Sales Tax approved by voters (2007)
  - Bailey Rd., Hook Rd., Chipman Rd., Lee's Summit Rd., Jefferson St.
- G.O. Bonds approved by voters
  - Stormwater, Tudor Rd., Orchard St., Downtown Cultural Arts Facilities, Legacy Amphitheater Improvements, M291 Interchange.

- Water & Sewer Tap Fees & Rates
  - Water & Sanitary Sewer Line Rehab
  - Sanitary Sewer Evaluation & I/I Rehab
  - Water Supply Improvements
  - WU Operations Facility
- Parks & Rec Sales Tax & User Fees
- Road & Bridge Sales Tax
  - Annual Pavement Management Program
  - Misc. road, traffic signal, bridge projects

- State & Federal Grants
  - Airport
  - Blackwell/US 50 Interchange
  - M291 South/US 50 Interchange
- TIFF/TDD
  - Blackwell/US 50 Interchange
  - Independence Ave & Town Centre Intersection

# Significant Changes

- Completed Projects

- Arterial Curb Replacement
- Blackwell Road Livability Improvements
- Earthwork for Runway 18-36 and West Parallel Taxiway Extension
- FAA Review and Testing for Navaid Relocations
- Lee's Summit Road, Colbern Road to City Limits
- Legacy Park Trail Connector
- Murray Road Bridge Replacement
- Pryor Road / Longview Signal
- Scruggs Road Excess Flow Holding Basin
- South Prairie Lee Interceptor at Crystal View Estates
- Thoroughfare Master Plan
- Water Main Rehabilitation, FY15

# Significant Changes

- Deleted Projects

- Construct T-Hangars \*
- Develop Site for T-Hangars \*
- Extend Runway 18-36 North End \*\*
- Grade North Safety Area \*\*
- Perimeter Fencing – Phase II \*\*
- Scherer Rd & Heartwood Improvements
- Water Main – NW System Improvements
- Water Operation Facility Demo

\* The activity for these projects are now included in the Site Development – Northeast Side.

\*\* These projects and their associated budgets have been combined with the project to construct the pavement for Runway 18-36.

# New Projects

- Airport
  - Site Development – East Side Terminal Area (Airport)
  - South Apron Expansion
- Bridge, Street & Signal
  - Pryor Road / Scherer Road Signal
  - Woods Chapel & Channel Dr Traffic Signal

# New Projects

- Facilities
  - Central Fuel Site
  - Radio System Upgrade
  - Fire Station 3 Replacement
- Parks & Recreation
  - Arts in Parks
  - Athletic Field House
  - Greenway & Trail Development
  - Hartman Park / South Trailhead Planning
  - Howard Park Splashpad
  - Neighborhood Park Renovation
  - Pleasant Lea Park Renovation
  - Wave pool at Summit Waves

# New Projects

- **Water Utilities, Sanitary**
  - Facilities Asset Management Plan (Sewer)
  - Tudor Road Pump Station EFHB Rehabilitation
  - Sewer Asset Management Plan
  - Sewer Main Rehabilitation and Creek Stabilization
  - Large Diameter Sewer and Force Main Condition Assessments
- **Water Utilities, Water**
  - Interconnection Projects – Tri County Water Authority
  - Transmission Main Condition Assessment
  - Water Asset Management Plan
  - Water Main – Lakewood Way – Ridgewood to Bowlin
  - Water Main – Sampson Road Existing 12” to Hook
  - Water Main Rehab FY22
  - Water Master Plan Update
  - Water Operations Site Remediation and Genset Reconditioning

# Action Requested

- Recommend Approval of Resolution adopting the 2018-2022 Capital Improvement Plan in accordance with City Charter.



Questions?

## Packet Information

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**File #:** TMP-0510, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$24,005.00 FOR THE HOOK ROAD SHOULDER IMPROVEMENT PROJECT PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI

Key Issues:

- The Hook Road Shoulder Improvements Project was authorized by Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP)
- The project will be funded using cost savings from the voter-approved 2007 CIP Sales Tax Renewal
- This agreement authorizes surveying service in accordance with an existing on-call land surveying services contract for professional services
- The survey work is necessary to complete the phases of the project that will be designed in-house

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$24,005.00 FOR THE HOOK ROAD SHOULDER IMPROVEMENT PROJECT PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI

Background:

The City of Lee's Summit is beginning the design process for roadway improvements along SW Hook Rd. between Arthur Road (Monarch View subdivision) and Ward Road. The work will include adding 6-foot wide paved shoulders along both sides and add a turn lane long Hook Road on the west leg of its intersection with Ward Road.

The Hook Rd Shoulder Improvements are part of the City Council approved FY2017 Capital Improvements Plan. The primary purposes of this project are to improve safety, reduce maintenance costs, and provide "complete streets" along this corridor. When this section of Hook Road was constructed in 2004, design standards allowed for turf shoulders along interim roads. The existing turf shoulders have incurred significant maintenance costs with grading and filling ruts, re-seeding and frequent mowing of a wider area. The paved shoulders should significantly reduce these on-going costs. Many motorists requested as improvements additional pavement outside the travel lanes to reduce the risk of vehicle wheels dropping off the edge of pavement, and providing a safer route for bicycle traffic along this corridor. Adding paved shoulders to provide these features also supports the Complete Street Goal outlined in the Lee's Summit 360 Strategic Plan, Livable Streets Policy adopted by Council, and Bicycle Transportation Plan. Also, Resolution 16-22, adopted by council on December 18, 2016, modified the interim road standards to require paved shoulders in support

of the City's Livable Streets Policy.

Prior to the start of the design, survey crews will be collecting data along the corridor in order to identify property lines, right-of-way, easements, and collect information about existing utility lines, trees and above ground features.

Impact/Analysis:

If not approved, Staff will be unable to perform activities required to meet regulatory requirements.

Timeline:

Start:

Finish:

Other Information/Unique Characteristics:

Presenter: Erin Ralovo, Public Works Staff Engineer

Staff Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$24,005.00 FOR THE HOOK ROAD SHOULDER IMPROVEMENT PROJECT PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI

Committee Recommendation:

**BILL NO. 17-30**

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AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$24,005.00 FOR THE HOOK ROAD SHOULDER IMPROVEMENT PROJECT PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI

WHEREAS, the City currently has in place an on-call agreement for land surveying services with Anderson Survey Company, Inc., pursuant to RFQ 2017-302-1; and

WHEREAS, this ordinance authorizes surveying services in accordance with an existing on-call land surveying services contract for professional services; and

WHEREAS, the surveyor selection process for RFQ 2017-302 was qualifications-based; and

WHEREAS, The Hook Rd Shoulder Improvements are part of the City Council approved Capital improvements Plan; and,

WHEREAS, survey work is necessary to complete the phases of the project that will be designed in-house

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 authorization of expenditure of funds in the amount of \$24,005.00 for surveying services for the Hook Road Shoulder Improvement Project pursuant to the current on-call agreement for land surveying services yearly contract (Renewal No. 2017—302-1) between Anderson Survey Company, Inc. and the City of Lee's Summit, a true and accurate copy of the request for survey services and response hereby approved are attached hereto and incorporated by reference as though fully set out 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 \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

**BILL NO. 17-30**

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City Clerk *Denise R. Chisum*

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

ATTEST:

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

\_\_\_\_\_  
*City Clerk Denise R. Chisum*

APPROVED AS TO FORM:

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



LAND SURVEYORS

INDUSTRIAL MEASUREMENT SPECIALISTS

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 JOHN P. WEBSTER  
 ROBERT J. ANDERSON

May 4, 2017

City of Lee's Summit, Missouri  
 Department of Public Works  
 220 Southeast Green Street  
 Lee's Summit, Missouri 64063

Attention: Mr. Michael Friedrich

RE: Survey Proposal, Design Survey for Hook Road Shoulder  
 Improvements between Arthur Drive and Ward Road, Lee's  
 Summit, Jackson County, Missouri

Dear Mr. Friedrich:

As you requested, we have reviewed the above project and do hereby propose to provide the surveying services needed for shoulder improvement design. The services we propose to provide and the maximum costs for those services are as follows:

**SETTING HORIZONTAL CONTROL POINTS**

Set horizontal control points approximately every 600 feet. Points will be set within the right of way and outside of the areas of construction, when possible.

Two Man Crew	14 Hours	@	\$127.50 per hour	\$1785.00
GPS	7 Hours	@	\$40.00 per hour	\$280.00

**SETTING BENCHMARKS**

Set bench marks approximately every 600 feet at locations that should not be disturbed during construction.

Two Man Crew	10 Hours	@	\$127.50 per hour	\$1,275.00
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**SECTION CORNER AND RIGHT OF WAY LOCATIONS**

Locate and determine coordinates of section and subdivisions corners as needed to determine the location of the right of way of Hook Road.

Two Man Crew	10 Hours	@	\$127.50 per hour	\$1,275.00
GPS	4 Hours	@	\$40.00 per hour	\$160.00

**TOPOGRAPHIC SURVEYS**

Perform a topographic survey of the existing right of way of Hook Road and approximately 20 feet north and south of the existing right of way. The topographic survey will include sections at approximately 50 foot intervals, spot elevations at locations needed to develop contours at one foot intervals, location of visible improvements within the right of way, location of visible evidence of utilities, location of underground utilities as marked by the Missouri One Call System. The topographic survey will also include an area approximately 100 feet north and south of the center of Hook Road at Pryor Road.

Two Man Crew	88 Hours	@	\$127.50 per hour	\$11,220.00
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*The quiet of our estates, in a great measure, depends upon  
 the faithfulness, understanding, and care of our surveyors.*  
 Virginia Statutes, 1705

City of Lee's Summit, Missouri  
Department of Public Works  
Mr. George M. Binger III, P.E.  
September 19, 2012  
Page 2

**CALCULATIONS**

Perform calculations needed for right of line locations.

Survey Technician 16 Hours @ \$72.50 per hour \$1,160.00

**DRAFTING**

Prepare drawing depicting the above information in hard copy on 22 by 34 inch sheets and digital format.

Survey Technician 88 Hours @ \$72.50 per hour \$6,380.00

**SUPERVISION AND REVIEW**

Professional Land Surveyor 5 Hours @ \$94.00 per hour \$470.00

Based on the rate of charges in our current on call contract and the maximum hours of work shown above, the total not to exceed cost to provide this survey would be \$24,005.00. We propose to invoice you for the amount of time spent on the survey, at the rates contained in the current contract, subject to the maximum cost of \$24,005.00.

Our current schedule should allow us to complete this survey within approximately six to eight weeks of your notification to proceed.

For your convenience, this proposal can be utilized as a contract. Your signature will serve as authorization for Anderson Survey Company to proceed with the proposed services. This agreement will become effective on receipt of the executed copy of this document.

Should you have any questions or need additional information, please feel free to call.

Sincerely,



James S. Anderson, President  
ANDERSON SURVEY COMPANY, INC.

JSA:dja

I/we hereby authorize Anderson Survey Company, Inc. to proceed with the services above outlined, and I will be responsible for the invoice for the above services.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name



## Packet Information

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**File #:** TMP-0469, **Version:** 1

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 423-322-72C FOR THE TODD GEORGE PARKWAY SHOULDER IMPROVEMENTS - COLBERN ROAD TO WOODS CHAPEL TO J.M. FAHEY CONSTRUCTION COMPANY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,107,695.10

Issue/Request:

AN ORDINANCE APPROVING THE AWARD OF BID NO. 423-322-72C FOR THE TODD GEORGE PARKWAY SHOULDER IMPROVEMENTS - COLBERN ROAD TO WOODS CHAPEL TO J.M. FAHEY CONSTRUCTION COMPANY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,107,695.10

Key Issues:

- The Todd George Parkway Shoulders project was authorized by City Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP).
- The project will be funded from the voter-approved 2007 CIP Sales Tax Renewal.
- Paved shoulders Provide maintenance benefit, various safety improvements, and support non-vehicular transportation noted in the Lee's Summit Livable Streets Policy, Unimproved Road Policy, and Bicycle Transportation Plan.
- Phased construction will only impact traffic in one direction of travel at a time along Todd George Parkway.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 423-322-72C FOR THE TODD GEORGE PARKWAY SHOULDER IMPROVEMENTS - COLBERN ROAD TO WOODS CHAPEL TO J.M. FAHEY CONSTRUCTION COMPANY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,107,695.10

Background:

The project will construct 6-foot wide shoulders along both sides of 2 ½ mile section of NE Todd George Parkway from Colbern Road to Woods Chapel and eastern portions of Strother Road. The primary purposes of this project are to improve safety, reduce maintenance costs, and provide "complete streets" along this corridor.

When this section of Todd George Parkway was constructed in 2011, design standards allowed for turf shoulders along interim roads. The existing turf shoulders have incurred significant maintenance costs with grading and filling ruts, re-seeding and frequent mowing of a wider area. The paved shoulders should significantly reduce these on-going costs. Many motorists requested improvements additional pavement outside the travel lanes to reduce the risk of vehicle

wheels dropping off the edge of pavement, and for a safer route for bicycle traffic along this corridor. Adding paved shoulders to provide these features also supports the Complete Street Goal outlined in the Lee's Summit 360 Strategic Plan, Livable Streets Policy adopted by Council, and Bicycle Transportation Plan. Also, Resolution 16-22, adopted by council on December 18, 2016, modified the interim road standards to require paved shoulders in support of the City's Livable Streets Policy.

Construction detours are necessary to provide room for contractor to work efficiently and safely. However, since Todd George Parkway is a parallel reliever route for I-470, it will remain open to allow one lane to traffic at all times. The traffic control plan will temporarily reduce Todd George to a one-way street, with the direction of travel changing mid-project. City staff will issue press releases, variable message boards to inform the travelling public of the project status and road closures.

Impact/Analysis:

[Enter text here]

Timeline:

Start: June 2017

Finish: September 2017

Other Information/Unique Characteristics:

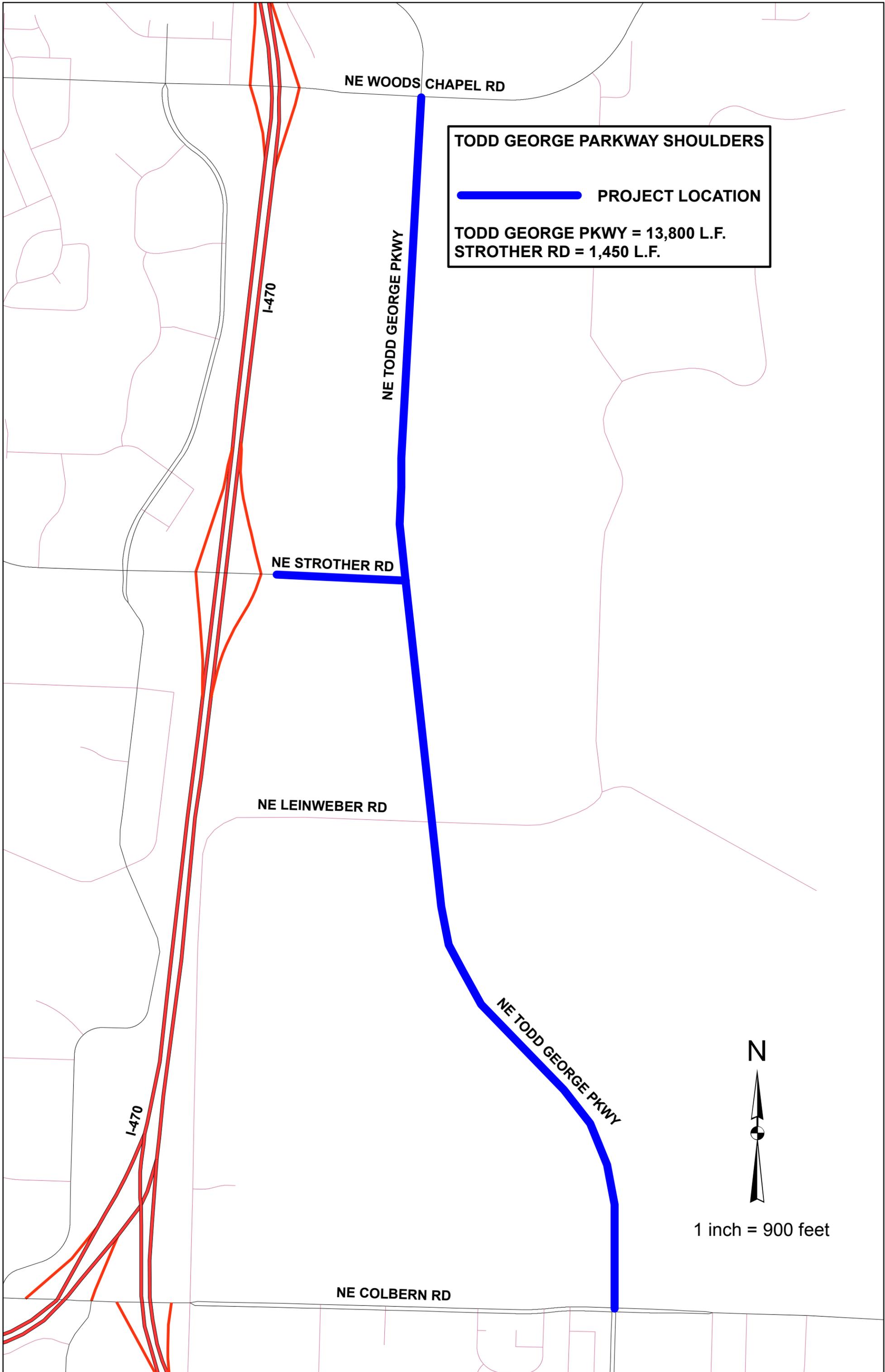
The Public Works Department issued Bid No. 432-322-72C Todd George Shoulder Improvements on April 7, 2017. The projects Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. 3 Plan Rooms, 6 Contractors, and 2 other firms downloaded bid documents. A Pre-bid conference was held on April 18, 2017. Five companies attended the pre-bid conference. Four bids were received by the April 28, 2017 bid opening date. The bids were evaluated, and City Staff determined J.M. Fahey Construction Company to be the lowest and best responsive bidder.

Presenter: Erin Ralovo, Staff Engineer

Recommendation:

Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 423-322-72C FOR THE TODD GEORGE PARKWAY SHOULDER IMPROVEMENTS - COLBERN ROAD TO WOODS CHAPEL TO J.M. FAHEY CONSTRUCTION COMPANY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,107,695.10

Committee Recommendation: [Enter Committee Recommendation text Here]



**TODD GEORGE PARKWAY SHOULDERS**

**PROJECT LOCATION**

TODD GEORGE PKWY = 13,800 L.F.  
STROTHER RD = 1,450 L.F.

NE WOODS CHAPEL RD

NE TODD GEORGE PKWY

NE STROTHER RD

NE LEINWEBER RD

NE TODD GEORGE PKWY

NE COLBERN RD

I-470

I-470



1 inch = 900 feet

**BILL NO. 17-57**

---

AN ORDINANCE APPROVING THE AWARD OF BID NO. 423-322-72C FOR THE TODD GEORGE PARKWAY SHOULDERS PROJECT TO J.M. FAHEY CONSTRUCTION COMPANY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,107,695.10.

WHEREAS, The Todd George Parkway Shoulders project was authorized by City Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP).; and,

WHEREAS, The project will be funded from the voter-approved 2007 CIP Sales Tax Renewal; and,

WHEREAS, Paved shoulders Provide maintenance benefit, various safety improvements, and support non-vehicular transportation noted in the Lee's Summit Livable Streets Policy, Lee's Summit Unimproved Road Policy, and Bicycle Transportation Plan; and,

WHEREAS, Phased construction will only impact traffic in one direction of travel at a time along Todd George Parkway.

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. 423-322-72C by and between the City of Lee's Summit, Missouri and J.M. Fahey Construction Co., generally for the purpose of constructing the Todd George Parkway Shoulders 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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

**BILL NO. 17-57**

---

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

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief 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



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

THIS AGREEMENT is by and between City of Lee's Summit, Missouri ("Owner") and  
J. M. Fahey Construction Company ("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:

The installation of 6-foot wide, asphalt paved shoulders along Todd George Parkway between Colbern Road and Woods Chapel. Work includes excavation, hauling off material, erosion control, subgrade preparation, installing aggregate base, asphalt paving, pavement marking, ADA curb ramp installation, curb and gutter installation, providing traffic control, and other work as required to complete the project.

**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:

Todd George Parkway Shoulders- Colbern to Woods Chapel (423-322-72C)

**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. Refer to paragraph 1.02 of General Conditions for definition of a Day.

#### 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 \$1100 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, 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
- B. 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	Lump	1	\$21,700.00	\$21,700.00
2	Traffic Control	Lump	1	\$11,384.00	\$11,384.00
3	Erosion Control Devices: Ditch Check	Each	3	\$565.00	\$1,695.00
4	Unclassified Excavation	Cu. Yd.	6,811	\$9.65	\$65,726.15
5	Waste (Haul Off)	Cu. Yd.	6,811	\$12.55	\$85,478.05
6	Asphalt Milling	Sq. Yd.	2,466	\$7.00	\$17,262.00
7	Pavement, APWA Type 5 Asphalt, 4-Inch Base	Sq. Yd.	19,728	\$14.50	\$286,056.00
8	Pavement, APWA Type 5 Asphalt, 2-Inch Surface	Sq. Yd.	22,194	\$9.75	\$216,391.50
9	Curb and Gutter, CG-1 (Remove and Replace)	Linear Ft.	541	\$50.00	\$27,050.00
10	Sidewalk (4" KCM MB 4K Concrete)	Sq. Yd.	175	\$70.00	\$12,250.00
11	Integral Sidewalk Retaining Wall	Sq. Yd.	10	\$670.00	\$6,700.00
12	ADA Ramps, Type B	Each	3	\$3,510.00	\$10,530.00
13	Pavement Marking, 4-Inch White	Linear Ft.	29,592	\$0.20	\$5,918.40
14	Field Entrance	Sq. Yd.	148	\$14.00	\$2,072.00
15	Aggregate Base, 9-Inch MoDOT Type 5	Sq. Yd.	22,808	\$12.65	\$288,521.20
16	Rip Rap (MODOT Type 2)	Sq. Yd.	75	\$61.00	\$4,575.00
17	Seed, Permanent	Acre	5.4	\$1,820.00	\$9,828.00
18	Shoulder Restoration	Acre	5.4	\$4,782.00	\$25,822.80
19	Signs, Reinstallation (Reset)	Each	20	\$200.00	\$4,000.00
20	Pull Box, Type 1	Each	1	\$4,735.00	\$4,735.00

Total of all Bid Prices (Unit Price Work)

\$1,107,695.10

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

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); ~~and, If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 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 200 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 9, inclusive).
  - 2. Performance bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 3. Payment bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 4. General Conditions (pages 1 to 72, 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 29 sheets with each sheet bearing the following general title: Todd George Pkwy Shoulders.
  - 8. Addenda (numbers 1 to 2, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 28, inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages 1 to 1, inclusive).
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### *10.01 Terms*

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

### *10.02 Assignment of Contract*

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

### *10.03 Successors and Assigns*

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

### *10.04 Severability*

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

### *10.05 Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to

- establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

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

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

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

OWNER:

CONTRACTOR

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

\_\_\_\_\_

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

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

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

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

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

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

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

Title: Deputy City Attorney \_\_\_\_\_

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

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

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

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

(Where applicable)

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

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

Todd George Pkwy Shoulders (#4948166)

Owner: City of Lee's Summit

Solicitor: City of Lee's Summit

04/28/2017 10:00 AM CDT

Opened by: Erin Ralovo, Tyler Sonne

S Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate	
					Unit Price	Extension
SECTION A - QUANTITIES						\$1,298,496.98
1	1	Mobilization	Lump Sum	1	\$92,757.18	\$92,757.18
2	2	Traffic Control	Lump Sum	1	\$12,000.00	\$12,000.00
3	3	Erosion Control Device: Ditch Check	Each	3	\$395.00	\$1,185.00
4	4	Unclassified Excavation	Cu. Yd.	6811	\$12.00	\$81,732.00
5	5	Waste (Haul Off)	Cu. Yd.	6811	\$18.00	\$122,598.00
6	6	Asphalt Milling	Sq. Yd.	2466	\$8.00	\$19,728.00
7	7	Pavement, APWA Type 5 Asphalt Base, 4-Inch	Sq. Yd.	19728	\$26.35	\$519,832.80
8	8	Pavement, APWA Type 5 Asphalt Surface, 2-Inch	Sq Yd	22194	\$7.10	\$157,577.40
9	9	Curb and Gutter, CG-1 (remove and replace)	Linear Ft.	541	\$28.00	\$15,148.00
10	10	Sidewalk (4" KCMMB 4K Concrete)	Sq. Yd.	175	\$45.00	\$7,875.00
11	11	Integral Sidewalk Retaining Wall	Sq. Yd.	10	\$650.00	\$6,500.00
12	12	ADA Ramps, Type B	Each	3	\$2,200.00	\$6,600.00
13	13	Pavement Marking, 4-inch white stripe	Linear Ft.	29592	\$0.80	\$23,673.60
14	14	Field Entrance	Sq. Yd.	148	\$55.00	\$8,140.00
15	15	Aggregate Base, 9-Inch MoDOT Type 5	Sq. Yd.	22808	\$6.50	\$148,252.00
16	16	Rip Rap (MoDOT Type 2)	Sq. Yd.	75	\$41.00	\$3,075.00
17	17	Seed, Permanent	Acre	5.4	\$4,000.00	\$21,600.00
18	18	Shoulder Restoration	Acre	5.4	\$8,000.00	\$43,200.00
19	19	Signs, Reinstallation (reset)	Each	20	\$300.00	\$6,000.00
20	20	Pull Box, Type 1	Each	1	\$1,023.00	\$1,023.00
Base Bid Total:						\$1,298,496.98

J.M. Fahey Construction Company		Tandem Paving Company, Inc.		Radmacher Brothers Excavating Co. Inc		Superior Bowen Asphalt Co., LLC	
Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	\$1,107,695.10		\$1,152,272.40		\$1,171,388.70		\$1,342,712.09
\$21,700.00	\$21,700.00	\$155,414.00	\$155,414.00	\$105,312.00	\$105,312.00	\$214,395.00	\$214,395.00
\$11,384.00	\$11,384.00	\$11,200.00	\$11,200.00	\$11,865.00	\$11,865.00	\$11,300.00	\$11,300.00
\$565.00	\$1,695.00	\$1,288.00	\$3,864.00	\$221.90	\$665.70	\$613.00	\$1,839.00
\$9.65	\$65,726.15	\$16.85	\$114,765.35	\$20.35	\$138,603.85	\$19.95	\$135,879.45
\$12.55	\$85,478.05	\$9.12	\$62,116.32	\$9.40	\$64,023.40	\$8.10	\$55,169.10
\$7.00	\$17,262.00	\$8.81	\$21,725.46	\$6.70	\$16,522.20	\$8.00	\$19,728.00
\$14.50	\$286,056.00	\$12.32	\$243,048.96	\$14.90	\$293,947.20	\$14.30	\$282,110.40
\$9.75	\$216,391.50	\$7.64	\$169,562.16	\$7.90	\$175,332.60	\$7.80	\$173,113.20
\$50.00	\$27,050.00	\$50.94	\$27,558.54	\$21.45	\$11,604.45	\$59.25	\$32,054.25
\$70.00	\$12,250.00	\$76.91	\$13,459.25	\$85.80	\$15,015.00	\$88.00	\$15,400.00
\$670.00	\$6,700.00	\$587.46	\$5,874.60	\$213.30	\$2,133.00	\$1,500.00	\$15,000.00
\$3,510.00	\$10,530.00	\$3,667.76	\$11,003.28	\$2,182.00	\$6,546.00	\$1,900.00	\$5,700.00
\$0.20	\$5,918.40	\$0.20	\$5,918.40	\$0.20	\$5,918.40	\$0.17	\$5,030.64
\$14.00	\$2,072.00	\$26.88	\$3,978.24	\$7.80	\$1,154.40	\$28.45	\$4,210.60
\$12.65	\$288,521.20	\$11.18	\$254,993.44	\$12.05	\$274,836.40	\$13.90	\$317,031.20
\$61.00	\$4,575.00	\$47.04	\$3,528.00	\$39.30	\$2,947.50	\$63.35	\$4,751.25
\$1,820.00	\$9,828.00	\$2,016.00	\$10,886.40	\$1,890.00	\$10,206.00	\$1,870.00	\$10,098.00
\$4,782.00	\$25,822.80	\$5,040.00	\$27,216.00	\$4,764.00	\$25,725.60	\$5,630.00	\$30,402.00
\$200.00	\$4,000.00	\$252.00	\$5,040.00	\$204.75	\$4,095.00	\$195.00	\$3,900.00
\$4,735.00	\$4,735.00	\$1,120.00	\$1,120.00	\$4,935.00	\$4,935.00	\$5,600.00	\$5,600.00
	\$1,107,695.10		\$1,152,272.40		\$1,171,388.70		\$1,342,712.09

## Packet Information

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**File #:** TMP-0494, **Version:** 1

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Surface Seal) FOR THE SURFACE SEAL 17/18 PROGRAM TO VANCE BROTHERS INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$973,308.32.

Issue/Request:

AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Surface Seal) FOR THE SURFACE SEAL 17/18 PROGRAM TO VANCE BROTHERS INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$973,308.32.

Key Issues:

- The Surface Seal Program is a key element in the City's Pavement Maintenance Program.
- This year's Surface Seal Program will treat 52.7 lane miles.
- Vance Brothers, Inc. was found to be the lowest and most responsible bidder.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Surface Seal) FOR THE SURFACE SEAL 17/18 PROGRAM TO VANCE BROTHERS INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$973,308.32.

Background:

Surface Sealing is a surface treatment designed to extend the life of existing pavements at about one-third to one-fourth the cost of milling and overlaying a pavement with new asphalt. Timely application is necessary to extend the life of existing pavements. This process is similar to painting a house instead of waiting to replace the siding.

Surface Sealing with Micro Surface is a specialized process, which is performed by few contractors that specialize in its installation. Surface Sealing uses a pre-mixed slurry of fine aggregate, polymer asphalt binders, cement, and filler materials to seal the entire roadway at a depth of approximately 1/4 inch. The first step in the sealing process is filling surface cracks and voids to make them weather tight, similar to caulking seams on a house to prevent water infiltration. The surface seal mixture is then placed over the entire street to provide a water resistant surface and mitigate aging of the pavement cause by UV rays from the sun.

Impact/Analysis:

Timeline:

Start: July 2017

Finish: September 2017

Other Information/Unique Characteristics:

The Public Works Department issued Bid No. 324-17/18 (Surface Seal), Surface Seal 17/18, on April 7, 2017. This project's Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. A Pre-Bid conference was held April 19, 2017. One company attended the Pre-Bid Conference. One bid was received by the April 28, 2017 bid opening date. The bid was evaluated, and City staff determined Vance Brothers, I.nc to be the lowest and best responsive bidder.

Presenter: Vince Schmoeger, Project Manager

Staff Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Surface Seal) FOR THE SURFACE SEAL 17/18 PROGRAM TO VANCE BROTHERS INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$973,308.32.

Committee Recommendation :

BILL NO.

ORDINANCE NO.

---

AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Surface Seal) FOR THE SURFACE SEAL 17/18 PROGRAM TO VANCE BROTHERS INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$973,308.32.

WHEREAS, the Surface Seal program includes, but not limited to, application of Type II Improved Street Micro Surface to streets or segments of streets as specified by the Owner, including all materials, labor, equipment, supervision, and any and all other items necessary to complete the work; and,

WHEREAS, the Surface Seal Program is a key element in the City's Pavement Maintenance Program; and,

WHEREAS, the annual Surface Seal program will treat 52.7 lane miles; and,

WHEREAS, of the bids received, Vance Brothers, Inc. was found to be the lowest and most responsible bidder.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the award of bid no. 324-17/18 (Surface Seal) for Surface Seal 17/18 Program, to Vance Brothers in the amount of \$973,308.32.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution by the City Manager, of an agreement with Vance Brothers, Inc. for services contained in bid no. 324-17/18 (Surface Seal), generally for the Surface Seal 17/18, in the amount of \$973,308.32, said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

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Mayor Randall L. Rhoads

ATTEST:

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Denise R. Chisum  
City Clerk

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

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Mayor Randall L. Rhoads

ATTEST:

---

Denise R. Chisum  
City Clerk

APPROVED AS TO FORM:

---

Nancy K. Yendes  
Chief Council I & Z

Surface Seal 17/18 (#4880880)  
 Owner: City of Lee's Summit  
 Solicitor: City of Lee's Summit  
 04/28/2017 01:30 PM CDT

**Unofficial Bid Tab**

Item Code	Item Description	UofM	Quantity	Engineer Estimate		Vance Brothers Inc	
				Unit Price	Extension	Unit Price	Extension
1	Type II Micro Surfacing	SY	415,020	\$1.99	\$825,889.80	\$2.09	\$867,391.80
2	Pavement Marking 4in Solid White High-Build Paint	LF	52,565	\$0.62	\$32,590.30	\$0.20	\$10,513.00
3	Pavement Marking 4in Broken White High-Build Paint	LF	4,820	\$0.62	\$2,988.40	\$0.20	\$964.00
4	Pavement Marking 4in Solid Yellow High-Build Paint	LF	57,715	\$0.62	\$35,783.30	\$0.20	\$11,543.00
5	Pavement Marking 4in Broken Yellow High-Build Paint	LF	2,225	\$0.62	\$1,379.50	\$0.20	\$445.00
6	Pavement Marking 6in Solid White - Thermoplastic	LF	1,030	\$5.30	\$5,459.00	\$3.78	\$3,893.40
7	Pavement Marking 6in Dashed White - Thermoplastic	LF	115	\$5.30	\$609.50	\$3.78	\$434.70
8	Pavement Marking 12in Solid White - Thermoplastic	LF	225	\$3.20	\$720.00	\$7.56	\$1,701.00
9	Pavement Marking 12in Dashed White - Thermoplastic	LF	135	\$3.20	\$432.00	\$7.56	\$1,020.60
10	Pavement Marking 12in Solid Yellow - Thermoplastic	LF	660	\$3.20	\$2,112.00	\$7.56	\$4,989.60
11	Pavement Marking 24in Solid White - Thermoplastic	LF	1,019	\$18.00	\$18,342.00	\$15.12	\$15,407.28
12	Pavement Marking 4in White Parking Line - High-Build Paint	LF	985	\$0.62	\$610.70	\$2.70	\$2,659.50
13	Pavement Marking Left Arrow - Thermoplastic	EA	74	\$200.00	\$14,800.00	\$194.40	\$14,385.60
14	Pavement Marking Right Arrow - Thermoplastic	EA	37	\$200.00	\$7,400.00	\$194.40	\$7,192.80
15	Pavement Marking 2 Head Arrow - Thermoplastic	EA	4	\$250.00	\$1,000.00	\$297.00	\$1,188.00
16	Pavement Marking Type 2 Crosswalk - Thermoplastic	LF	790	\$30.00	\$23,700.00	\$15.12	\$11,944.80
17	Pavement Marking YIELD Lines - Thermoplastic	LF	300	\$15.00	\$4,500.00	\$7.56	\$2,268.00
18	Pavement Marking ONLY Symbols - Thermoplastic	EA	5	\$315.00	\$1,575.00	\$324.00	\$1,620.00
19	Pavement Marking REMOVAL 6in Striping - Thermoplastic	LF	230	\$0.45	\$103.50	\$1.08	\$248.40
20	Pavement Marking REMOVAL 12in Striping - Thermoplastic	LF	960	\$0.90	\$864.00	\$2.16	\$2,073.60
21	Pavement Marking REMOVAL 24in Striping - Thermoplastic	LF	1,607	\$3.20	\$5,142.40	\$4.32	\$6,942.24
22	Pavement Marking REMOVAL Arrow Symbols - Thermoplastic	EA	100	\$68.45	\$6,845.00	\$27.00	\$2,700.00
23	Pavement Marking REMOVAL Yield Line - Thermoplastic	LF	300	\$5.00	\$1,500.00	\$5.40	\$1,620.00
24	Pavement Marking REMOVAL ONLY Symbol - Thermoplastic	EA	5	\$86.00	\$430.00	\$32.40	\$162.00
				<b>Bid Total:</b>	<b>\$994,776.40</b>		<b>\$973,308.32</b>

Bid opened By: Vince Schmoeger, Tyler Sonne

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



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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  
\_\_\_\_\_  
Vance Brothers, Inc. \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

Application of Type II Improved Street Micro Surface to streets or segments of streets as specified by the Owner, including all materials, labor, equipment, supervision, and any and all other items necessary to complete the work. The site is located in Lee's Summit, Missouri, as shown on the Drawings.

**ARTICLE 2 – THE PROJECT**

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

Project No. 324-17/18 (Surface Seal)  
Surface Seal 17/18

**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.
- 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. Refer to Paragraph 1.02 of the General Conditions for the definition of a Day.

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 \$950 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 \$700 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 below:

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Total Bid Price
1	Type II Micro Surfacing	SY	415,020	\$2.09	\$867,391.80
2	Pavement Marking – 4” Solid White High-Build Paint	LF	52,565	\$0.20	\$10,513.00
3	Pavement Marking – 4” Broken White High-Build Paint	LF	4,820	\$0.20	\$964.00
4	Pavement Marking – 4” Solid Yellow High-Build Paint	LF	57,715	\$0.20	\$11,543.00
5	Pavement Marking – 4” Broken Yellow High-Build Paint	LF	2,225	\$0.20	\$445.00
6	Pavement Marking – 6” Solid White Thermoplastic	LF	1,030	\$3.78	\$3,893.40
7	Pavement Marking – 6” Dashed White Thermoplastic	LF	115	\$3.78	\$434.70
8	Pavement Marking – 12” Solid White Thermoplastic	LF	225	\$7.56	\$1,701.00

9	Pavement Marking – 12” Dashed White Thermoplastic	LF	135	\$7.56	\$1,020.60
10	Pavement Marking – 12” Solid Yellow Thermoplastic	LF	660	\$7.56	\$4,989.60
11	Pavement Marking – 24” Solid White Thermoplastic	LF	1,019	\$15.12	\$15,407.28
12	Pavement Marking - 4" White Parking Line - High-Build Paint	LF	985	\$2.70	\$2,659.50
13	Pavement Marking – Left Arrow Thermoplastic	EA	74	\$194.40	\$14,385.60
14	Pavement Marking – Right Arrow Thermoplastic	EA	37	\$194.40	\$7,192.80
15	Pavement Marking – 2 Head Arrow Thermoplastic	EA	4	\$297.00	\$1,188.00
16	Pavement Marking Type 2 Crosswalk - Thermoplastic	LF	790	\$15.12	\$11,944.80
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18	Pavement Marking “ONLY” Symbol - Thermoplastic	EA	5	\$324.00	\$1,620.00
19	Pavement Marking – REMOVAL 6" Striping - Thermoplastic	LF	230	\$1.08	\$248.40
20	Pavement Marking – REMOVAL 12" Striping - Thermoplastic	LF	960	\$2.16	\$2,073.60
21	Pavement Marking – REMOVAL 24" Striping - Thermoplastic	LF	1,607	\$4.32	\$6,942.24
22	Pavement Marking – REMOVAL Arrow Symbols - Thermoplastic	EA	100	\$27.00	\$2,700.00
23	Pavement Marking – REMOVAL Yield Line - Thermoplastic	LF	300	\$5.40	\$1,620.00
24	Pavement Marking – REMOVAL “ONLY” Symbol Thermoplastic	EA	5	\$32.40	\$162.00
<b>Total of all Bid Prices (Unit Price Work)</b>					<b>\$973,308.32</b>

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

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

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

## ARTICLE 7 – INTEREST

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

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to \_\_, inclusive).
  2. Performance bond (pages 1 to 3, inclusive).
  3. Payment bond (pages 1 to 3, inclusive).
  4. General Conditions (pages 1 to 66, inclusive).
  5. Supplementary Conditions (pages 1 to 5, inclusive).
  6. Specifications as listed in the table of contents of the Project Manual.
  7. Drawings and Details consisting of 22 sheets as listed in the table of contents of the Project Manual.
  8. Addenda (numbers 1 to 1, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages \_\_\_\_\_ 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 K. Yendes \_\_\_\_\_

\_\_\_\_\_

Title: Chief Council I&Z \_\_\_\_\_

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

Address for giving notices:

Address for giving notices:

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

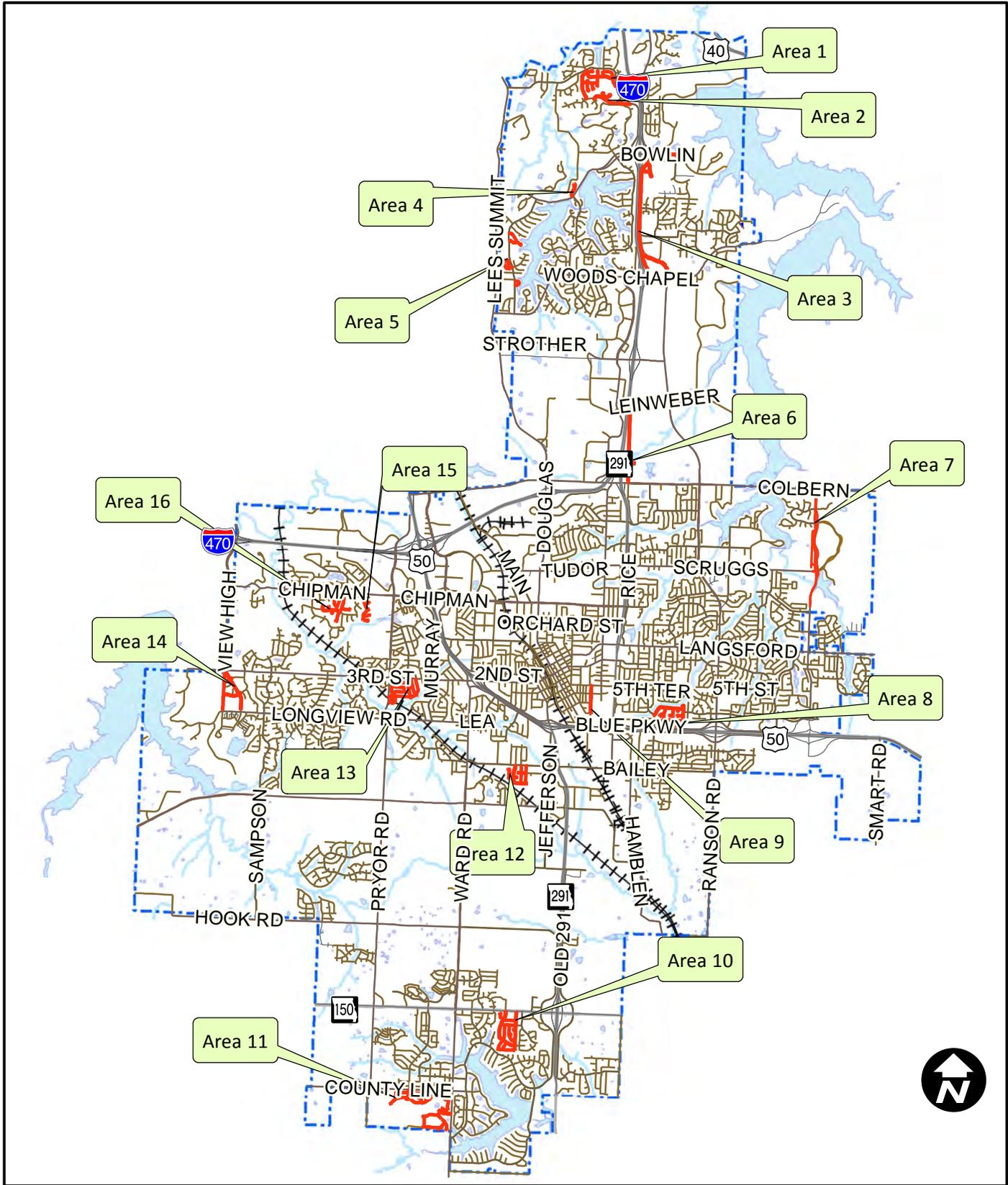
License No.: \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

\_\_\_\_\_

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)

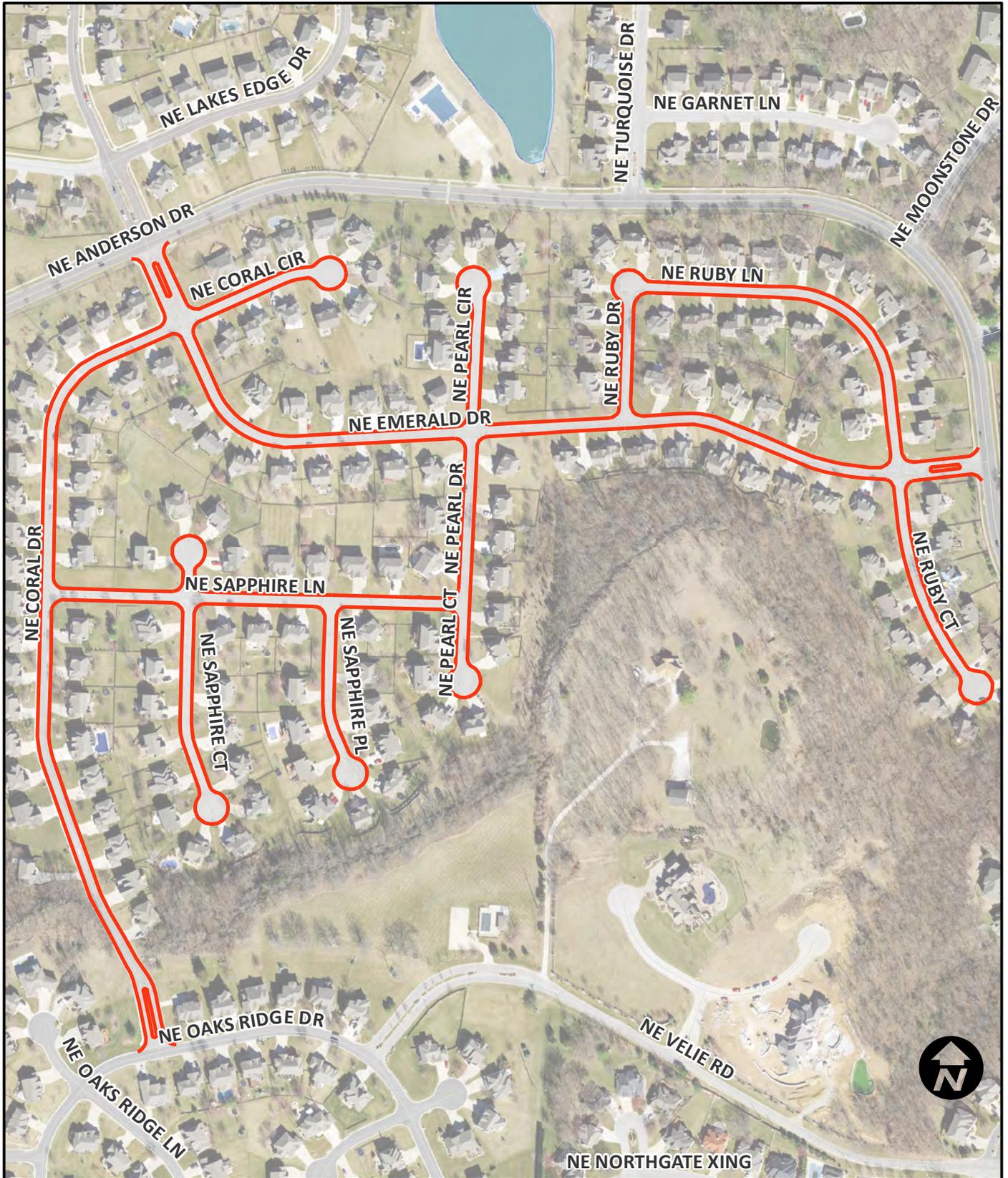


**Overview**

### Legend

 Micro Surface

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)

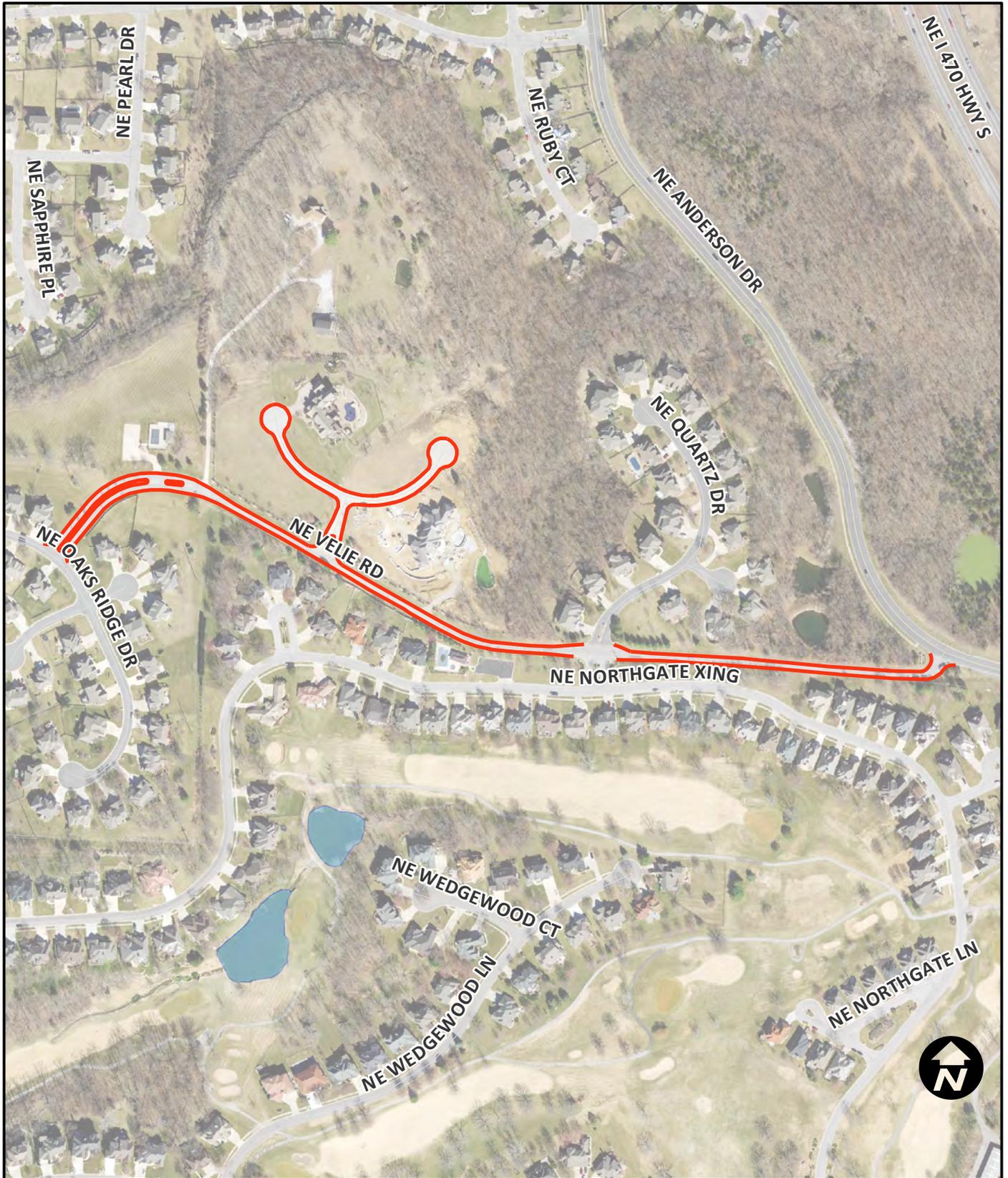


**Area 1 - Oaks Ridge Meadows**

**Legend**

**— Micro Surface**

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)

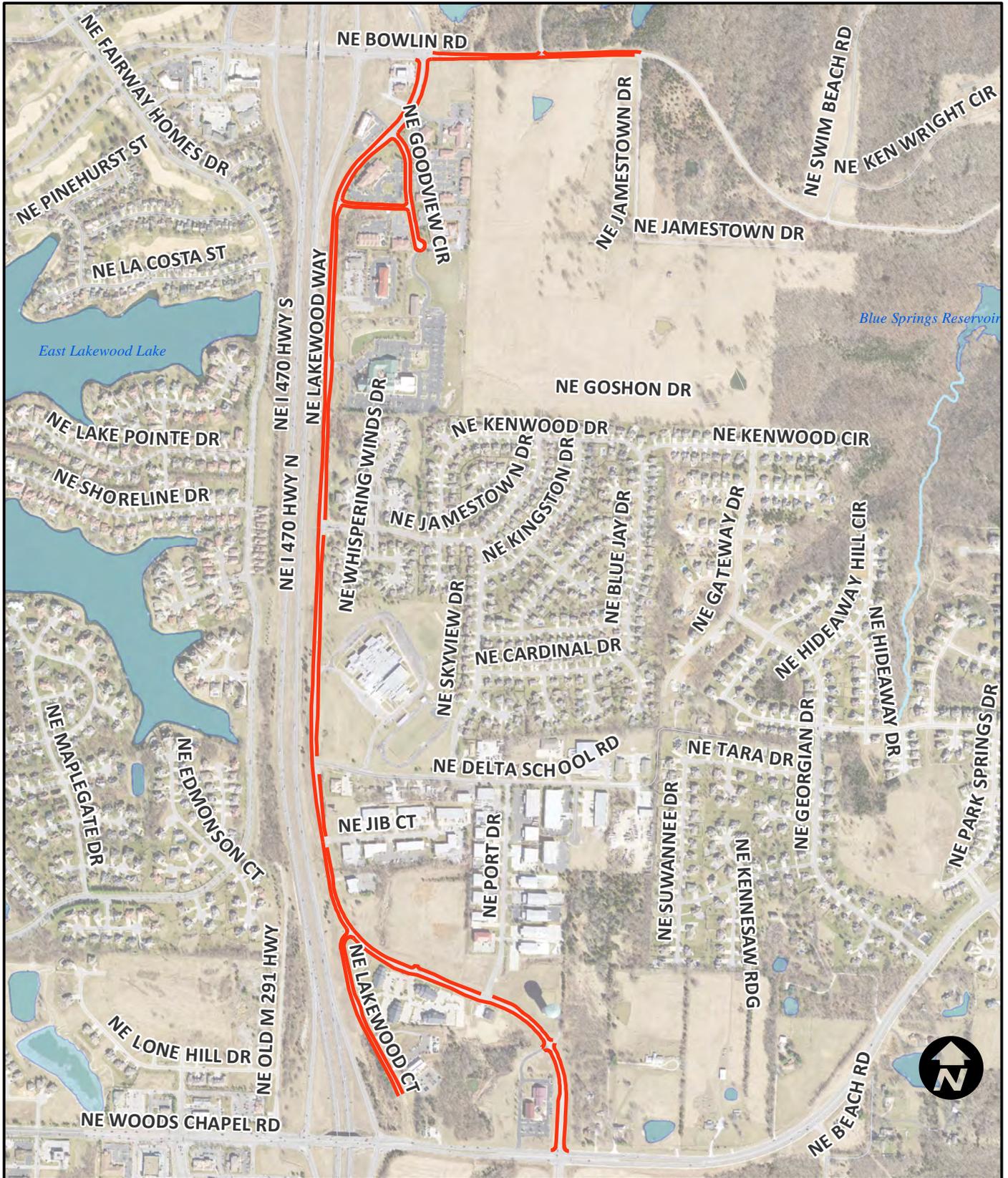


Area 2 - Velie Rd

Legend

— Micro Surface

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)

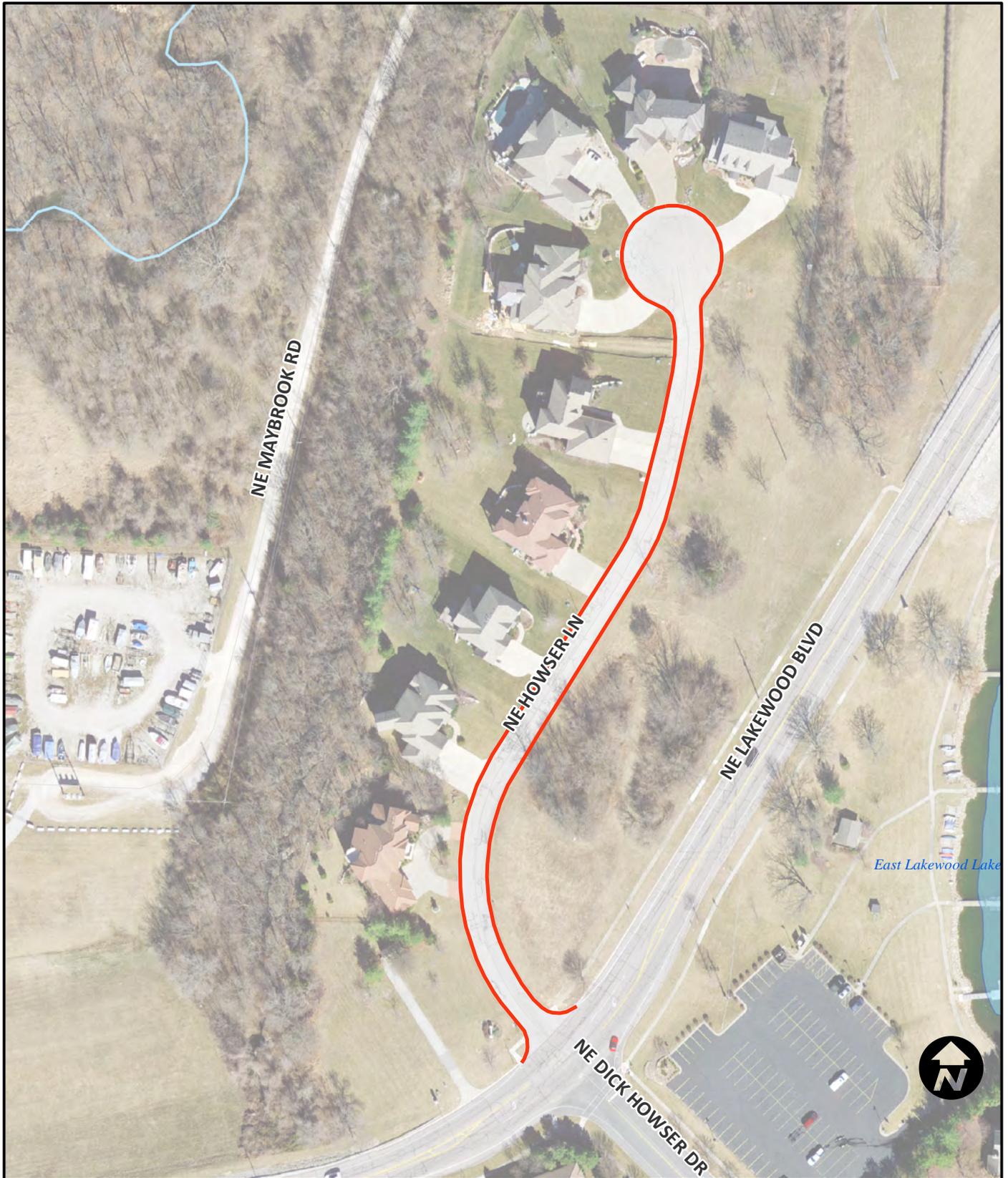


**Area 3 - Lakewood Way**

**Legend**

**— Micro Surface**

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)



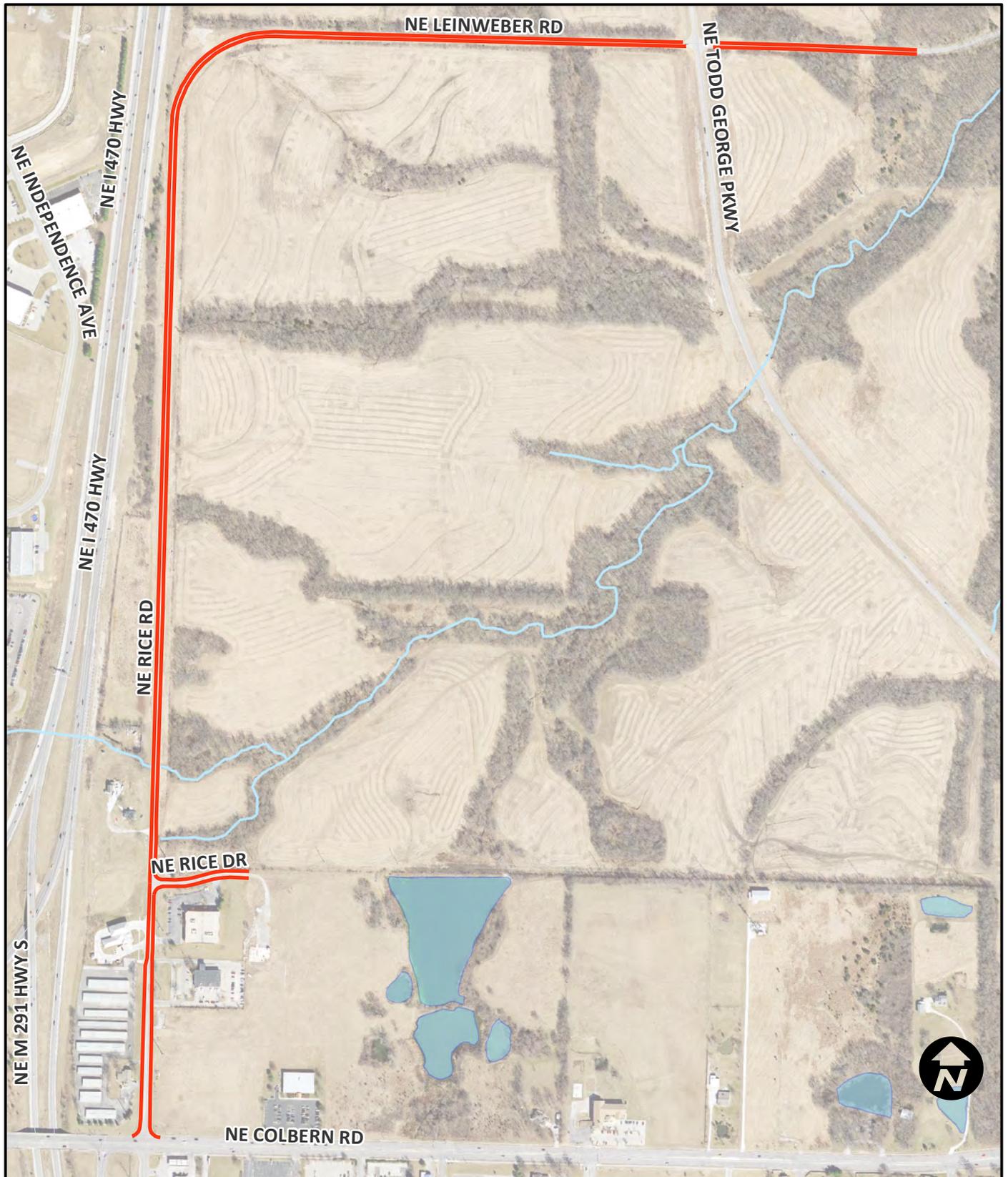
Area 4 - Lake Pointe

Legend

— Micro Surface



# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)



Area 6 - Rice Rd

Legend

— Micro Surface

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)

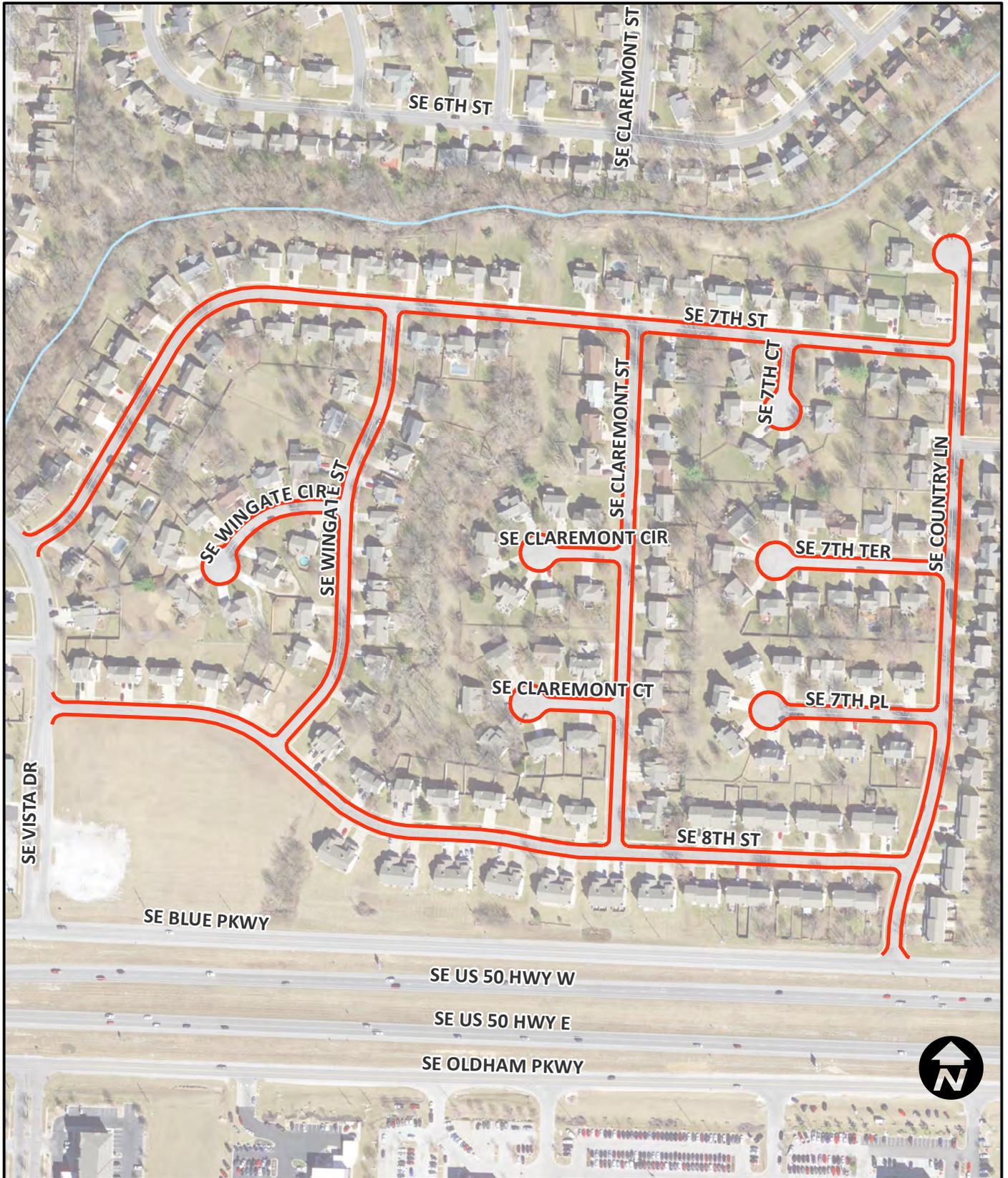


**Area 7 - Blackwell**

**Legend**

 **Micro Surface**

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)

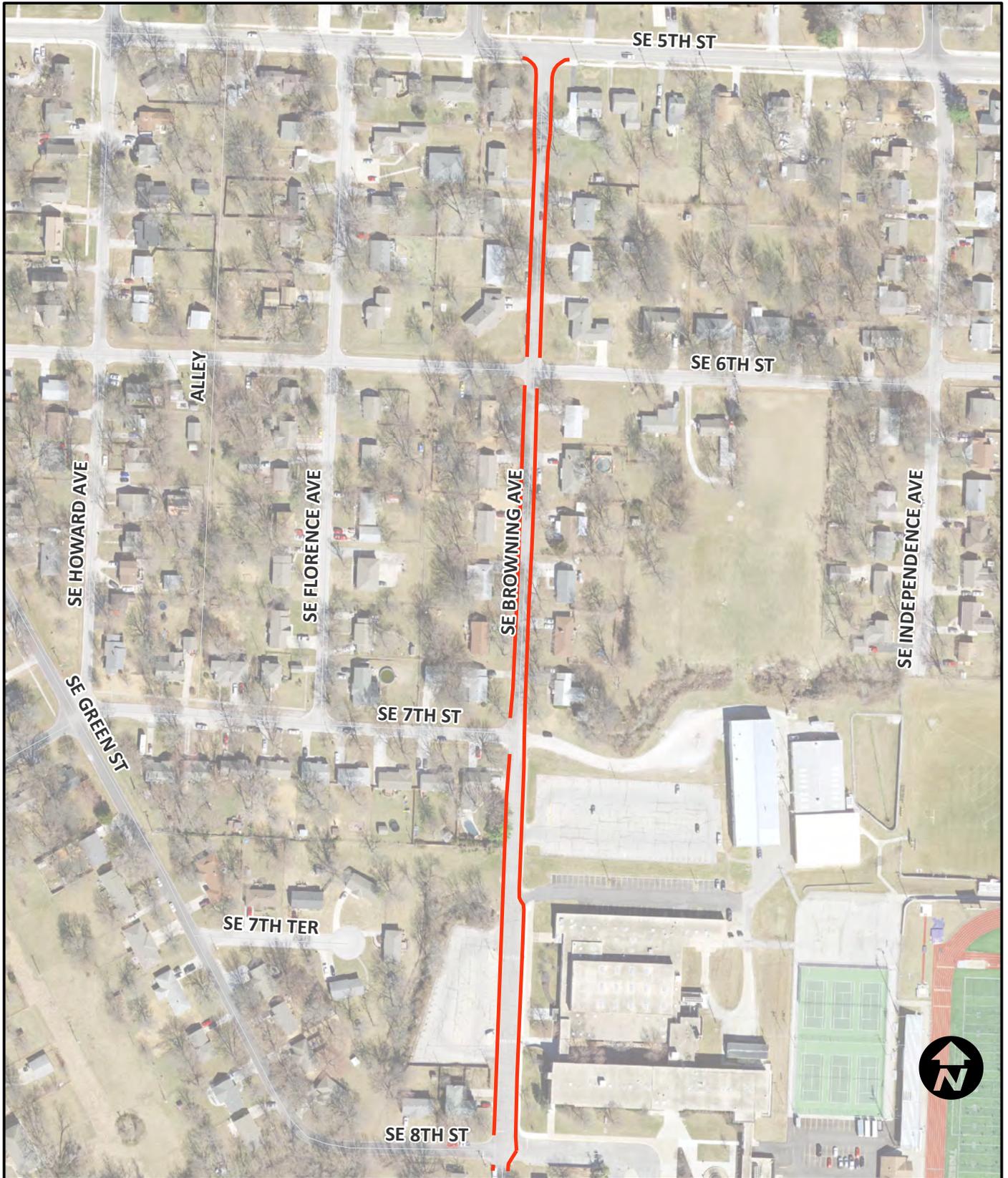


**Area 8 - Vista**

**Legend**

**— Micro Surface**

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)

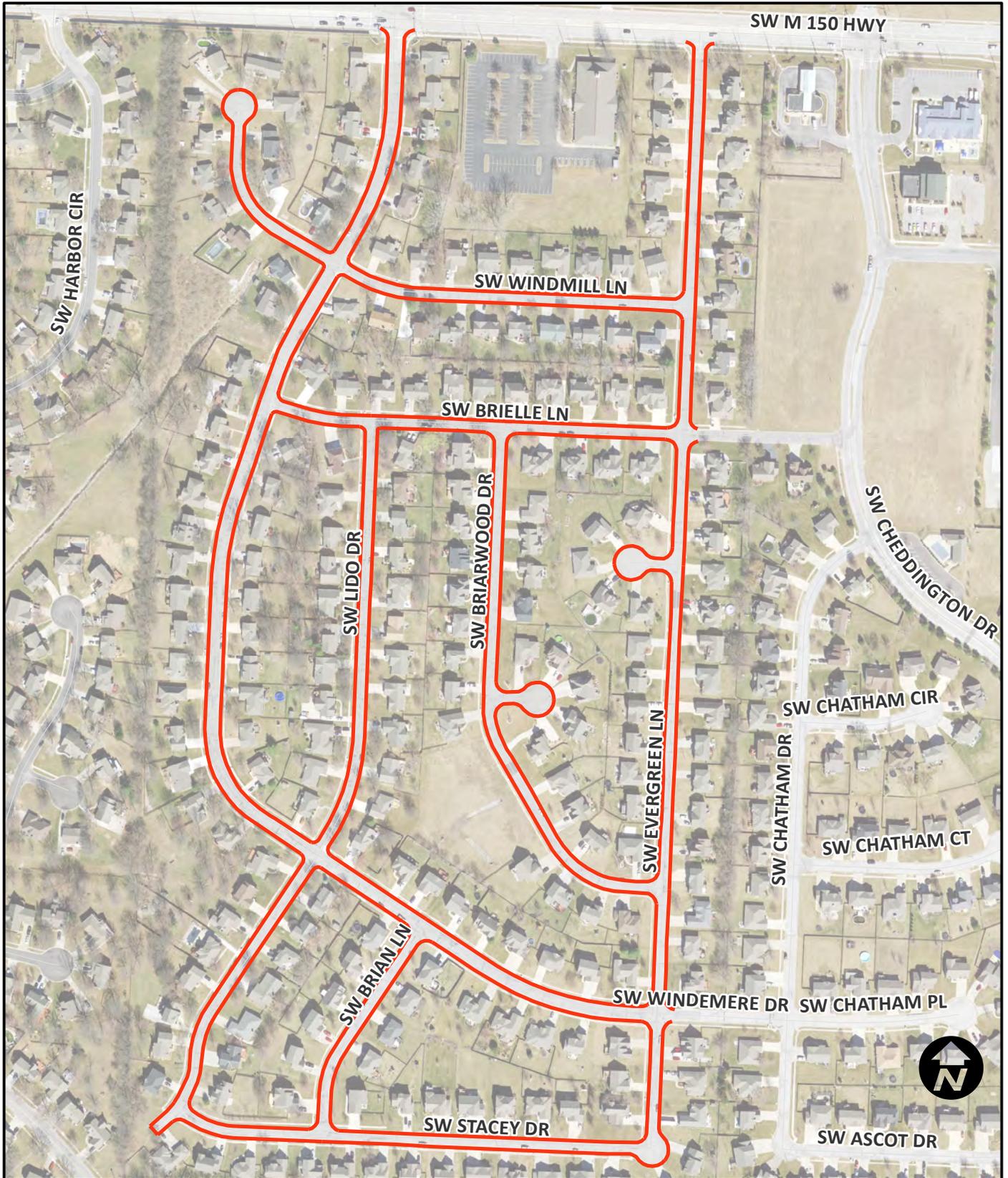


**Area 9 - Browning Ave**

**Legend**

 **Micro Surface**

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)



**Area 10 - Windemere**

**Legend**

**— Micro Surface**

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)



**Area 11 - Kensington**

**Legend**

**— Micro Surface**

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)

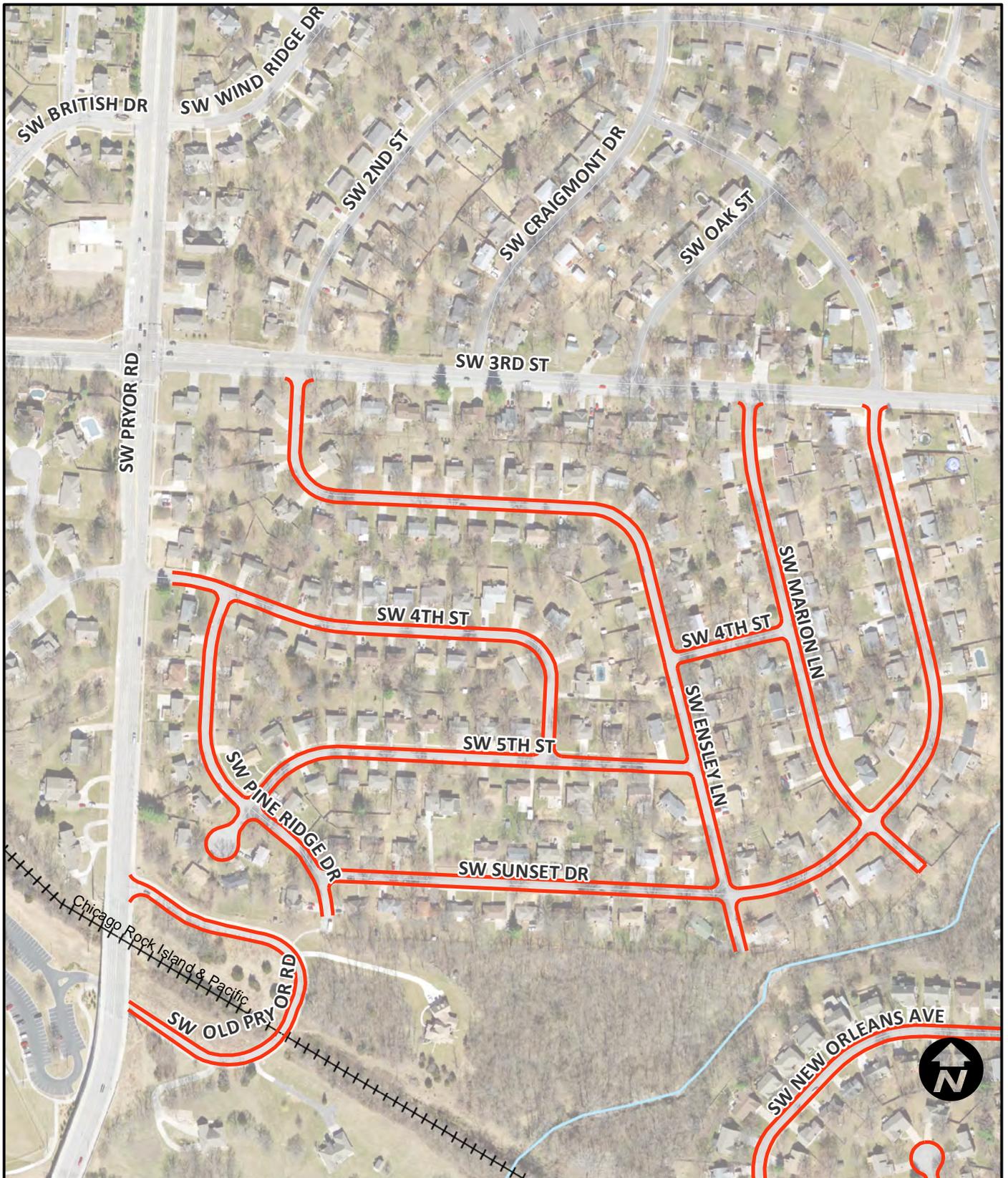


Area 12 - Oxford Meadows

Legend

— Micro Surface

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)

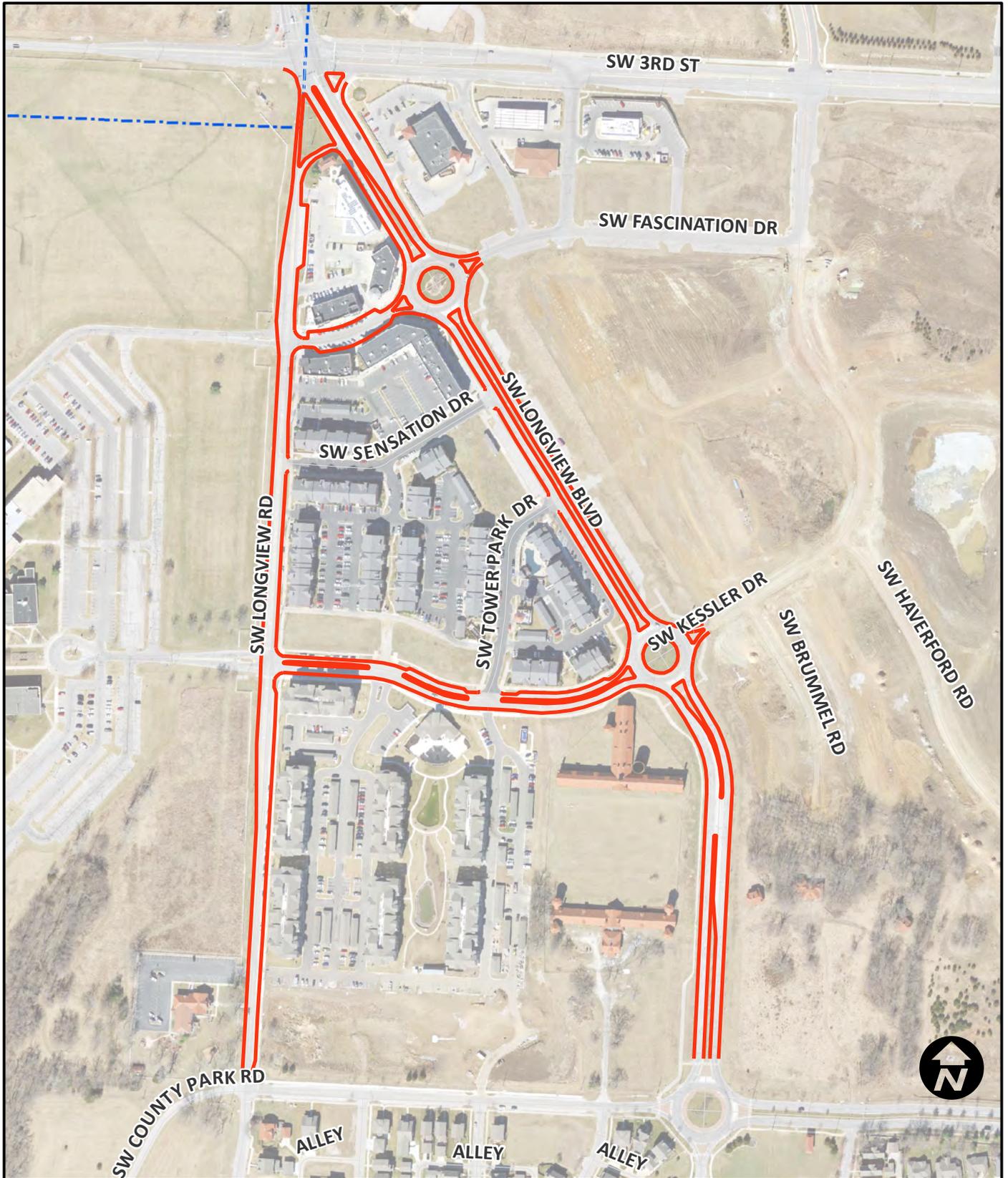


**Area 13 - Sunset Hills**

**Legend**

**— Micro Surface**

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)

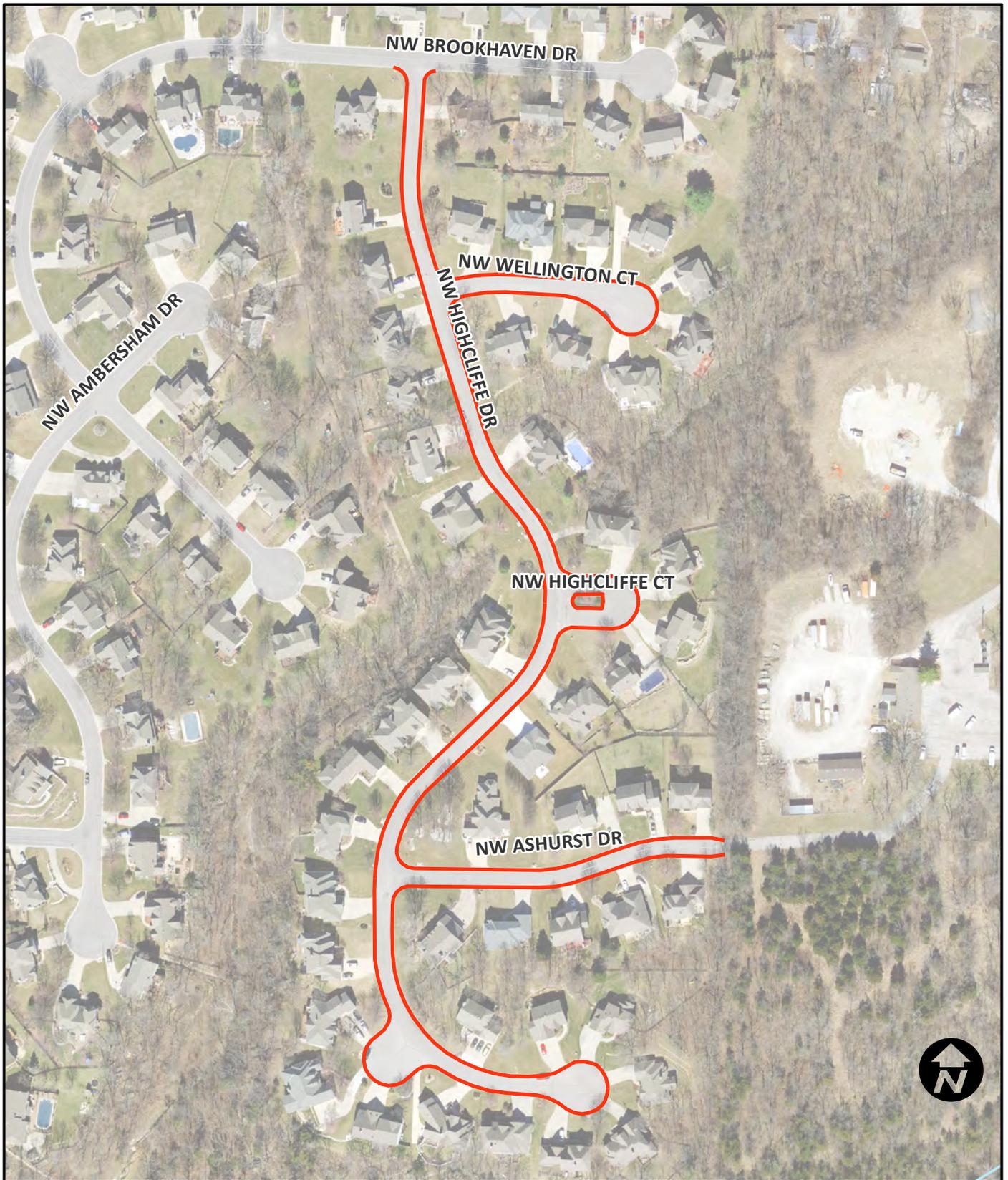


Area 14 - New Longview

Legend

— Micro Surface

# City of Lee's Summit Surface Seal 17/18 - Proj. NO. 324-17/18 (Slurry)



Area 15 - Brookridge

Legend

— Micro Surface





Surface Seal 17/18  
(estimate)

Area	Street Name	From Street	To Street	Width	Lngh	CUL_DE_SAC	Micro Surface (sq yrd)	4" Solid White HighBuild	4" Broken White HighBuild	4" Solid Yellow HighBuild	4" Broken Yellow HighBuild	6" Solid White Thermo	6" Dashed White Thermo	12" Solid White Thermo	12" Dashed White Thermo	12" Solid Yellow Thermo	24" Solid White Thermo	4" White Parking Line	Left Arrow Symbol Thermo	Right Arrow Symbol Thermo	2 Head Arrow Symbol Thermo	Type 2 Crosswalk Thermo	YIELD Lines Thermo	"ONLY" Symbol Thermo	6" Thermo Removal	12" Thermo Removal	24" Thermo Reomval	Arrow Thermo Removal	Yield Line Thermo Removal	"ONLY" Thermo Removal		
11	SW FENWICK RD	SW WARD RD	END OF STREET	38	835	0	3,526	100									27		3	3							27	6				
11	SW CORNWALL RD	SW ALMSBY RD	SW FENWICK RD	38	200	0	844															160	80					120	80			
11	SW CORNWALL RD	END OF STREET	SW ALMSBY RD	24	115	0	307																									
11	SW BLACKPOOL DR	SW CORNWALL RD	SW DAVIS DR	32	255	0	907																									
11	SW BLACKPOOL DR	SW DAVIS DR	END OF STREET	24	1060	0	2,827																									
11	SW BECKHAM DR	SW BLACKPOOL DR	SW WATERLOO DR	24	690	0	1,840																									
11	SW WATERLOO DR	DEAD END	SW WHITBY DR	24	455	0	1,213																									
11	SW WHITBY DR	SW WATERLOO DR	SW DAVIS DR	24	1200	0	3,200																									
11	SW JERRY AVE	SW WHITBY DR	END OF STREET	24	175	0	467																									
11	SW DAVIS DR	END OF STREET	SW BLACKPOOL DR	24	1160	1	3,444																									
11	SW ALMSBY RD	SW ROBINSON DR	SW CORNWALL RD	24	365	1	1,324																									
11	SW ROBINSON DR	SW ALMSBY RD	SW CHESHIRE DR	24	955	1	2,897																									
11	SW BERKSHIRE DR	SW CHESHIRE DR	SW ROBINSON DR	24	615	0	1,640																									
11	SW CHESHIRE DR	SW FENWICK RD	SW ROBINSON DR	24	840	1	2,591																									
11	SW FENWICK RD	SW COUNTY LINE RD	SW CORNWALL RD	24	560	0	1,493																									
11	SW CORNWALL RD	SW FENWICK RD	SW SAPPERTON RD	24	1425	0	3,800																									
11	SW CORNWALL RD	SW SAPPERTON RD	SW RUPARD RD	40	235	0	1,044																									
11	SW CORNWALL RD	SW RUPARD RD	END OF STREET	24	1280	0	3,413															160	80					120	80			
11	SW SAPPERTON RD	SW CORNWALL RD	SW CORNWALL RD	24	1615	0	4,307																									
11	SW STANFIELD RD	SW CORNWALL RD	SW SAPPERTON RD	24	840	0	2,240																									
11	SW FAIRFAX RD	SW RUPARD RD	SW CORNWALL RD	24	1210	0	3,227																									
11	SW RUPARD RD	SW COUNTY LINE RD	END OF STREET	40	710	1	3,367	130									30		2		2						30	4				
							49,917																									
12	SW HIGHLAND DR	SW PERSELS RD	END OF STREET	24	2025	0	5,400																									
12	SW BONANZA DR	SW WALNUT ST	END OF STREET	24	490	1	1,657																									
12	SW WALNUT ST	END OF STREET	END OF STREET	24	705	1	2,231																									
12	SW BONANZA DR	SW WALNUT ST	END OF STREET	24	105	1	631																									
12	SW MADISON ST	SW HIGHLAND DR	SW PERSELS RD	24	1170	0	3,120																									
12	SW MISSION RD	SW PERSELS RD	SW PERSELS RD	24	1170	0	3,120																									
12	SW GLENDANA DR	SW MISSION RD	END OF STREET	24	515	1	1,724																									
							17,882																									
13	SW SUNSET DR	SW 3RD ST	SW PINE RIDGE DR	24	2405	0	6,413																									
13	SW MARION LN	SW 3RD ST	END OF STREET	24	1230	0	3,280																									
13	SW 4TH ST	SW MARION LN	SW ENSLEY LN	24	290	0	773																									
13	SW ENSLEY LN	SW 3RD ST	END OF STREET	24	2075	0	5,533																									
13	SW 4TH ST	SW PRYOR RD	SW 5TH ST	24	1160	0	3,093																									
13	SW PINE RIDGE DR	SW 4TH ST	END OF STREET	24	875	0	2,333																									
13	SW 5TH ST	SW ENSLEY LN	END OF STREET	24	1200	1	3,551																									
13	SW OLD PRYOR	SW PRIOR RD	PARK	24	1050	0	2,800			230		90					15															
							27,777																									
14	SW LONGVIEW BLVD	SW VIEW HIGH DR	SW FASCINATION DR	56	665	0	4,138																									
14	SW LONGVIEW BLVD	SW FASCINATION DR	SW KESSLER DR	36	1110	0	4,440	2,350	1,100	2,000		230	75	165	135		60	135	2	2		400	140		230	300	460	4	140			
14	SW LONGVIEW BLVD	SW KESSLER DR	SW LONGVIEW RD	62	1200	0	8,267																									
14	SW LONGVIEW RD	SW VIEW HIGH DR	SW SENSATION DR	32	1035	0	3,680																									
14	SW LONGVIEW RD	SW SENSATION DR	SW COUNTY PARK RD	42	1605	0	7,490	900		5,035	260	40			70	125	250	10	5						70	125	15					
14	SW FASCINATION DR	SW LONGVIEW BLVD	SW LONGVIEW RD	24	410	0	1,093					65					12	600														
14	SW KESSLER DR	SW LONGVIEW BLVD	SW LONGVIEW RD	40	1040	0	4,622	140	180			90					15															
							33,730																									
15	NW HIGHCLIFFE DR	NW BROOKHAVEN DR	END OF STREET	24	1835	1	5,244																									
15	NW HIGHCLIFFE CIR	NW HIGHCLIFFE DR	END OF STREET	72	25	1	135																									
15	NW ASHURST DR	END OF STREET	NW HIGHCLIFFE DR	24	480	1	1,631																									
15	NW HIGHCLIFFE CT	END OF STREET	NW HIGHCLIFFE DR	24	95	1	604																									
15	NW WELLINGTON CT	END OF STREET	NW HIGHCLIFFE DR	24	305	1	1,164																									
							8,777																									
16	NW TIMBERBROOKE DR	NW CHIPMAN RD	END OF STREET	24	1960	1	5,577																									
16	NW ASHURST DR	NW TIMBERBROOKE DR	NW ASHURST PL	24	1220	0	3,253																									
16	NW FRANCES ST	END OF STREET	NW TIMBERBROOKE DR	24	525	1	1,751																									
16	NW ALEXA LN	NW CHIPMAN RD	NW ASHURST DR	24	1185	0	3,160																									
16	NW ASHLEY AVE	NW ALEXA LN	NW ALEXA LN	24	960	0	2,560																									
16	NW ASHURST CIR	END OF STREET	NW ASHURST DR	24	210	1	911																									
16	NW ASHURST CT	NW ASHURST DR	END OF STREET	24	215	1	924																									
16	NW ASHURST PL	NW ASHURST DR	END OF STREET	24	215	1	924																									
							19,059																									
							0																									
							0																									
							<b>Est. Total S.Y. Qty.</b>	<b>415,020</b>	<b>52,565</b>	<b>4,820</b>	<b>57,715</b>	<b>2,225</b>	<b>1,030</b>	<b>115</b>	<b>225</b>	<b>135</b>	<b>660</b>	<b>1,019</b>	<b>985</b>	<b>74</b>	<b>37</b>	<b>4</b>	<b>790</b>	<b>300</b>	<b>5</b>	<b>230</b>	<b>960</b>	<b>1,607</b>	<b>100</b>	<b>300</b>	<b>5</b>	

## Packet Information

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**File #:** TMP-0493, **Version:** 1

---

AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Overlay) FOR THE MILL & OVERLAY PROGRAM TO SUPERIOR BOWEN ASPHALT COMPANY, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$2,748,399.64.

Issue/Request:

AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Overlay) FOR THE MILL & OVERLAY PROGRAM TO SUPERIOR BOWEN ASPHALT COMPANY, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$2,748,399.64.

Key Issues:

- Mill & Overlay program is a key element in the City's Pavement Maintenance Program
- Timely undertaking of the mill & overlay program is necessary to extend the life of existing pavements, as it restores the pavement surface to its original specifications
- The Mill & Overlay 17/18 (Overlay) program will restore 41.1 lane miles.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Overlay) FOR THE MILL & OVERLAY PROGRAM TO SUPERIOR BOWEN ASPHALT COMPANY, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$2,748,399.64.

Background:

The overlay program is the most extensive and expensive street preventive maintenance process performed under the City's Pavement Maintenance Program. The process involves removing (milling) approximately 2" of asphalt surface, then replacing it with new asphalt. The mill and overlay process significantly improves smoothness, cross-slope, and ride-ability, while reducing future construction expenses by delaying the need for complete street restoration.

This year's program also marks a milestone of using SuperPave asphalt mix design methods for the first time. The updated mixes require more durable aggregate to improve durability, and testing that better represents actual field conditions. SuperPave was developed in the Mid-1990s to improve the long-term performance of asphalt pavements, and was formally adopted into the KC Metro APWA Standard Specifications in February of 2017.

The primary evaluation tool used to prioritize streets for the mill and overlay is the Pavement Condition Index (evaluation of pavement condition). The 1,047 lane miles of streets within the City are evaluated on a rotating four-year basis. In addition to the pavement condition, the condition of the curb line is also taken into consideration. Like most municipalities in the metro area, the City is dealing with premature curb failure.

This concrete failure is primarily focused on curbs installed from 1985 to 2008. To help manage limited funding for curb replacement, Public Works typically limits curb replacement to streets that will be overlaid in the near future. Ideally, a street will be overlaid within the year following curb replacement. The City's curb replacement program has replaced curbs in twelve of the areas outlined in this mill and overlay program.

To reduce disruption to residents and to simplify the logistical operations for the paving contractor, staff attempts to group mill & overlay streets by neighborhoods. Overlaying entire neighborhoods greatly streamlines the City's pavement management process, extends the life of the overlay, and reduces routine maintenance in the area.

Impact/Analysis:

[Enter text here]

Timeline:

Start: July 2017

Finish: September 2017

Other Information/Unique Characteristics:

The Public Works Department issued Bid No. 324-17/18 (Overlay), Mill & Overlay 17/18, on April 7, 2017. This project's Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. A Pre-Bid conference was held April 19, 2017. Two companies attended the Pre-Bid Conference. One bid was received by the April 28, 2017 bid opening date. The bid was evaluated, and City staff determined Superior Bowen, L.L.C. to be the lowest and best responsive bidder.

Presenter: Vince Schmoeger, Project Manager

Staff Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Overlay) FOR THE MILL & OVERLAY PROGRAM TO SUPERIOR BOWEN ASPHALT COMPANY, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$2,748,399.64.

Committee Recommendation:

BILL NO.

ORDINANCE NO.

---

AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Overlay) FOR THE MILL & OVERLAY PROGRAM TO SUPERIOR BOWEN ASPHALT COMPANY, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$2,748,399.64.

WHEREAS, the Mill & Overlay program is a key element in the City's Pavement Maintenance Program; and,

WHEREAS, timely undertaking of the mill & overlay program is necessary to extend the life of existing pavements, as it restores the pavement surface to its original specifications; and,

WHEREAS, the Mill & Overlay 17/18 (Overlay) program will restore 41.1 lane miles.

WHEREAS, Superior Bowen Asphalt Company L.L.C. was found to be the lowest and most responsible bidder.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the award of Bid no. 324-17/18 (Overlay) for the Mill & Overlay 17/18 Program, to Superior Bowen Asphalt Company, L.L.C. in the amount of \$2,748,399.64.

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 Superior Bowen Asphalt Company L.L.C. for services contained in bid no. 324-17/18, generally for the Mill & Overlay 17/18 Program, in the amount of \$2,748,399.64, said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

---

Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

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

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
Denise R. Chisum  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes  
Chief Council I & Z

Mill & Overlay 17/18 (#4790236)

Owner: City of Lee's Summit

Solicitor: City of Lee's Summit

04/28/2017 02:30 PM CDT

**Unofficial Bid Tab**

Item Code	Item Description	UofM	Quantity	Engineer Estimate		Superior Bowen Asphalt Co., LLC	
				Unit Price	Extension	Unit Price	Extension
1	APWA TYPE RC 5-01	TON	28145	\$47.87	\$1,347,301.15	\$50.58	\$1,423,574.10
2	APWA Type 5-01 PG 70-22	TON	11627	\$57.43	\$667,738.61	\$61.40	\$713,897.80
3	APWA Type RC-5-01 - TRAIL	TON	886	\$50.00	\$44,300.00	\$74.60	\$66,095.60
4	Asphalt Patching, Full Depth (RC 5-01)	TON	2033	\$75.00	\$152,475.00	\$83.60	\$169,958.80
5	Milling, Full Width	SY	323169	\$1.05	\$339,327.45	\$1.02	\$329,632.38
6	Milling, TRAIL - 1.5in	SY	4821	\$2.10	\$10,124.10	\$1.02	\$4,917.42
7	Pavement Marking - 4in Solid White High-Build Paint	LF	28288	\$0.35	\$9,900.80	\$0.18	\$5,091.84
8	Pavement Marking - 4in Broken White High-Build Paint	LF	3492	\$0.35	\$1,222.20	\$0.18	\$628.56
9	Pavement Marking - 4in Solid Yellow High-Build Paint	LF	41003	\$0.35	\$14,351.05	\$0.18	\$7,380.54
10	Pavement Marking - 4in Broken Yellow High-Build Paint	LF	470	\$0.35	\$164.50	\$0.18	\$84.60
11	Pavement Marking - 6in Solid White Thermoplastic	LF	1284	\$4.00	\$5,136.00	\$4.50	\$5,778.00
12	Pavement Marking - 6in Broken White Thermoplastic	LF	0	\$4.10	\$0.00	\$0.00	\$0.00
13	Pavement Marking - 12in Solid White Thermoplastic	LF	0	\$8.00	\$0.00	\$0.00	\$0.00
14	Pavement Marking - 12in Solid Yellow Thermoplastic	LF	378	\$8.00	\$3,024.00	\$8.00	\$3,024.00
15	Pavement Marking - 24in Solid White Thermoplastic	LF	701	\$6.00	\$4,206.00	\$16.00	\$11,216.00
16	Pavement Marking - Left Turn Arrow Thermoplastic	Each	27	\$185.00	\$4,995.00	\$195.00	\$5,265.00
17	Pavement Marking - Thru-Right Turn Arrow Thermoplastic	Each	1	\$185.00	\$185.00	\$295.00	\$295.00
18	Pavement Marking - Right Turn Arrow Thermoplastic	Each	8	\$185.00	\$1,480.00	\$195.00	\$1,560.00
				<b>Bid Total:</b>	<b>\$2,605,930.86</b>		<b>\$2,748,399.64</b>

Bid opened by: Vince Schmoeger, Tyler Sonne

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



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

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

Associated General Contractors of America  
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[www.agc.org](http://www.agc.org)

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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  
\_\_\_\_\_  
Superior Bowen, L.L.C. \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

Full depth asphalt patching, 2-inch roadway asphalt milling and asphalt overlay, 3-inch multi-use trail asphalt milling and asphalt overlay, pavement striping, and providing traffic control, as specified by the Owner, including all materials, labor, equipment, 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:

Project No. 324-17/18 (Overlay)  
Mill & Overlay 17/18

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The Work will be substantially completed within 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. Refer to Paragraph 1.02 of the General Conditions for the definition of a Day.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 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 \$1,225 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 \$700 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 below:

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Total Bid Price
1	APWA TYPE RC 5-01	TON	28,145	\$50.58	\$1,423,574.10
2	APWA Type 5-01 PG 70-22	TON	11,627	\$61.40	\$713,897.80
3	APWA Type RC-5-01 (TRAIL)	TON	886	\$74.60	\$66,095.60
4	Asphalt Patching, Full Depth (RC 5-01)	TON	2,033	\$83.60	\$169,958.80
5	Milling, Full Width	SY	323,169	\$1.02	\$329,632.38

6	Milling, TRAIL (1.5")	SY	4,821	\$1.02	\$4,917.42
7	Pavement Marking – 4" Solid White High-Build Paint	LF	28,288	\$0.18	\$5,091.84
8	Pavement Marking – 4" Broken White High-Build Paint	LF	3,492	\$0.18	\$628.56
9	Pavement Marking – 4" Solid Yellow High-Build Paint	LF	41,003	\$0.18	\$7,380.54
10	Pavement Marking – 4" Broken Yellow High-Build Paint	LF	470	\$0.18	\$84.60
11	Pavement Marking – 6" Solid White Thermoplastic	LF	1,284	\$4.50	\$5,778.00
12	Pavement Marking – 6" Broken White Thermoplastic	LF	0	\$0.00	\$0.00
13	Pavement Marking – 12" Solid White Thermoplastic	LF	0	\$0.00	\$0.00
14	Pavement Marking – 12" Solid Yellow Thermoplastic	LF	378	\$8.00	\$3,024.00
15	Pavement Marking – 24" Solid White Thermoplastic	LF	701	\$16.00	\$11,216.00
16	Pavement Marking – Left Turn Arrow Thermoplastic	Each	27	\$195.00	\$5,265.00
17	Pavement Marking – Thru-Right Turn Arrow Thermoplastic	Each	1	\$295.00	\$295.00
18	Pavement Marking – Right Turn Arrow Thermoplastic	Each	8	\$195.00	\$1,560.00
<b>Total of all Bid Prices (Unit Price Work)</b>				<b>\$2,748,399.64</b>	

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

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

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

## ARTICLE 7 – INTEREST

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

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 9, inclusive).
  2. Performance bond (pages 1 to 3, inclusive).
  3. Payment bond (pages 1 to 3, inclusive).
  4. General Conditions (pages 1 to 66, inclusive).
  5. Supplementary Conditions (pages 1 to 5, inclusive).
  6. Specifications as listed in the table of contents of the Project Manual.
  7. Drawings and Details consisting of 31 sheets as listed in the table of contents of the Project Manual.
  8. Addenda (numbers 1 to 2, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. SECTION 415 – PRICE INDEXING STATEMENTS
    - b. 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: \_\_\_\_\_  
Stephen A. Arbo \_\_\_\_\_

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

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

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

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

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

Title: Chief Council I&Z \_\_\_\_\_

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

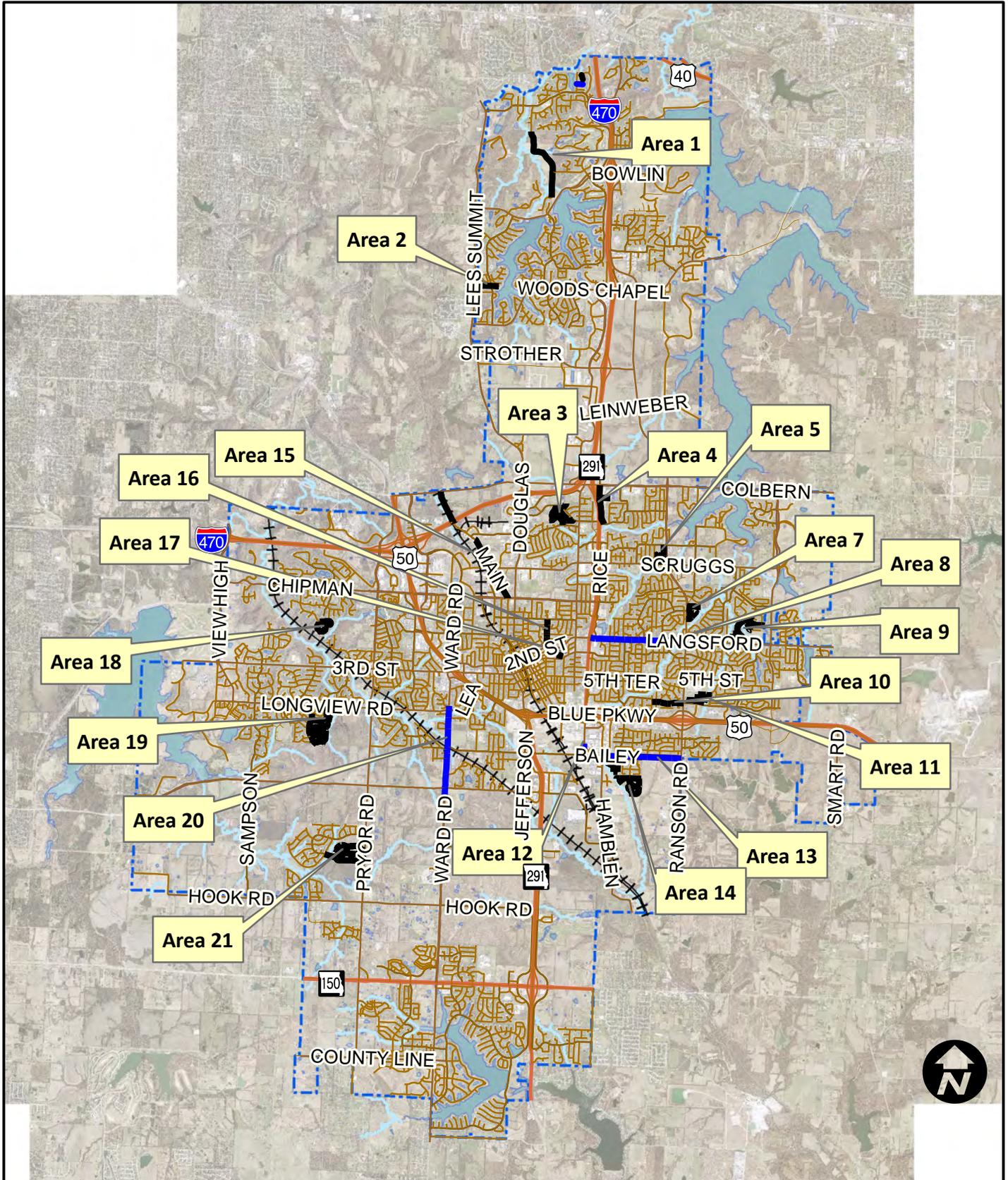
Address for giving notices:  
220 SE Green Street  
Lee's Summit, MO 64063  
\_\_\_\_\_

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

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

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

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

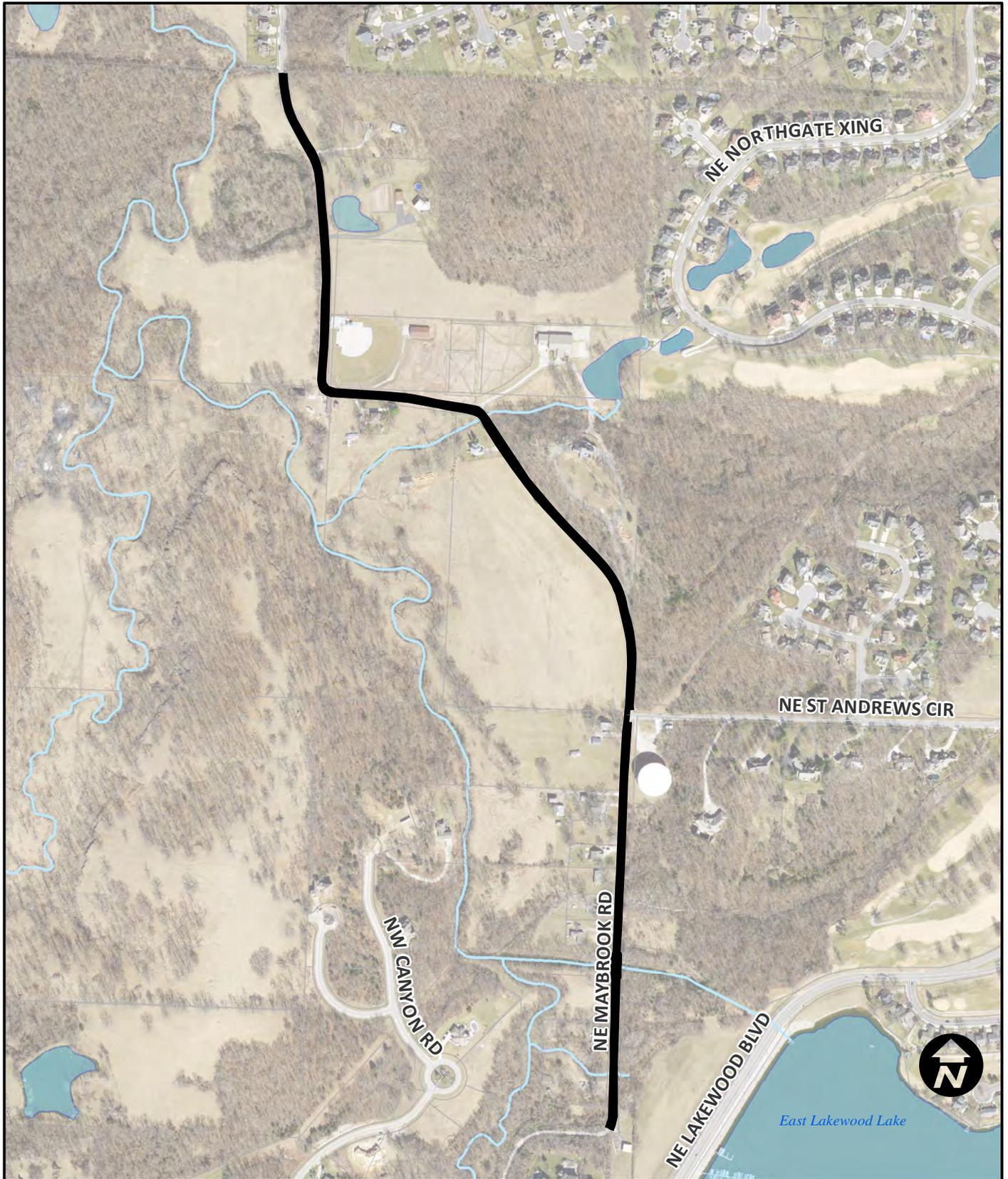


**Overview**

### Legend

- Mill & Overlay RC-Type 5-01
- Mill & Overlay Type 5-01 (PG70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

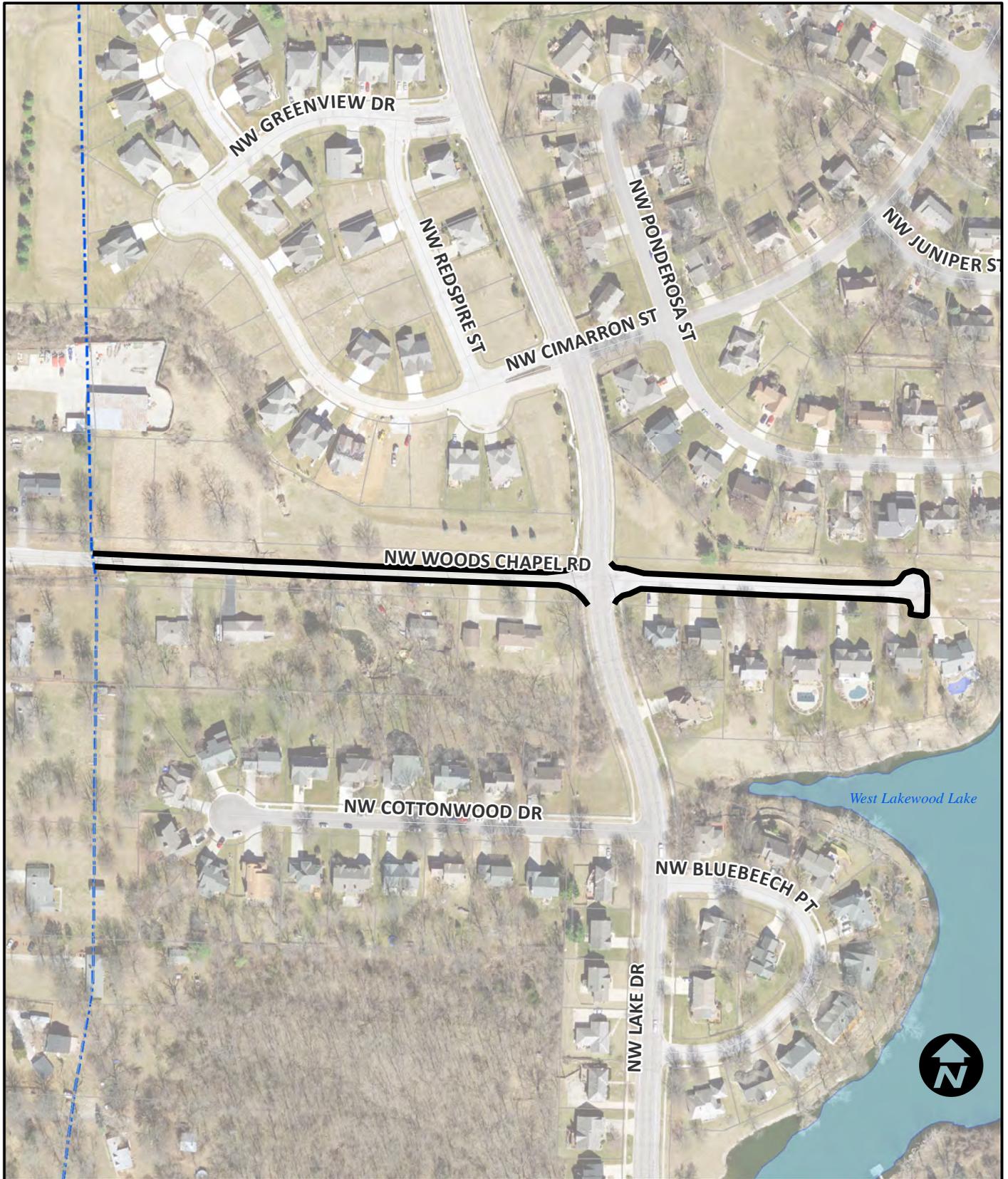


**Area 1 - Maybrook Rd.**

## Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

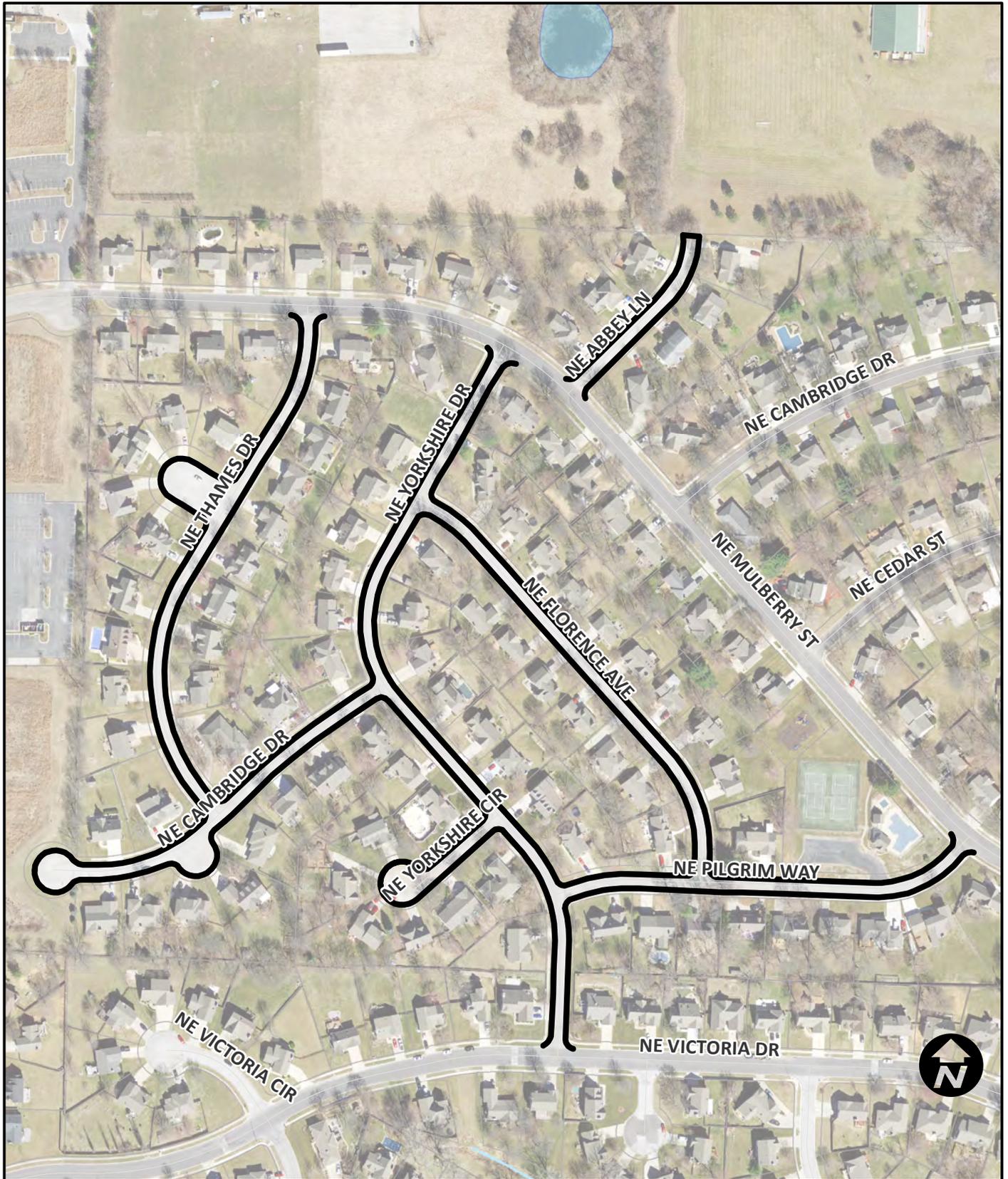


**Area 2 - Woods Chapel Rd.**

## Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

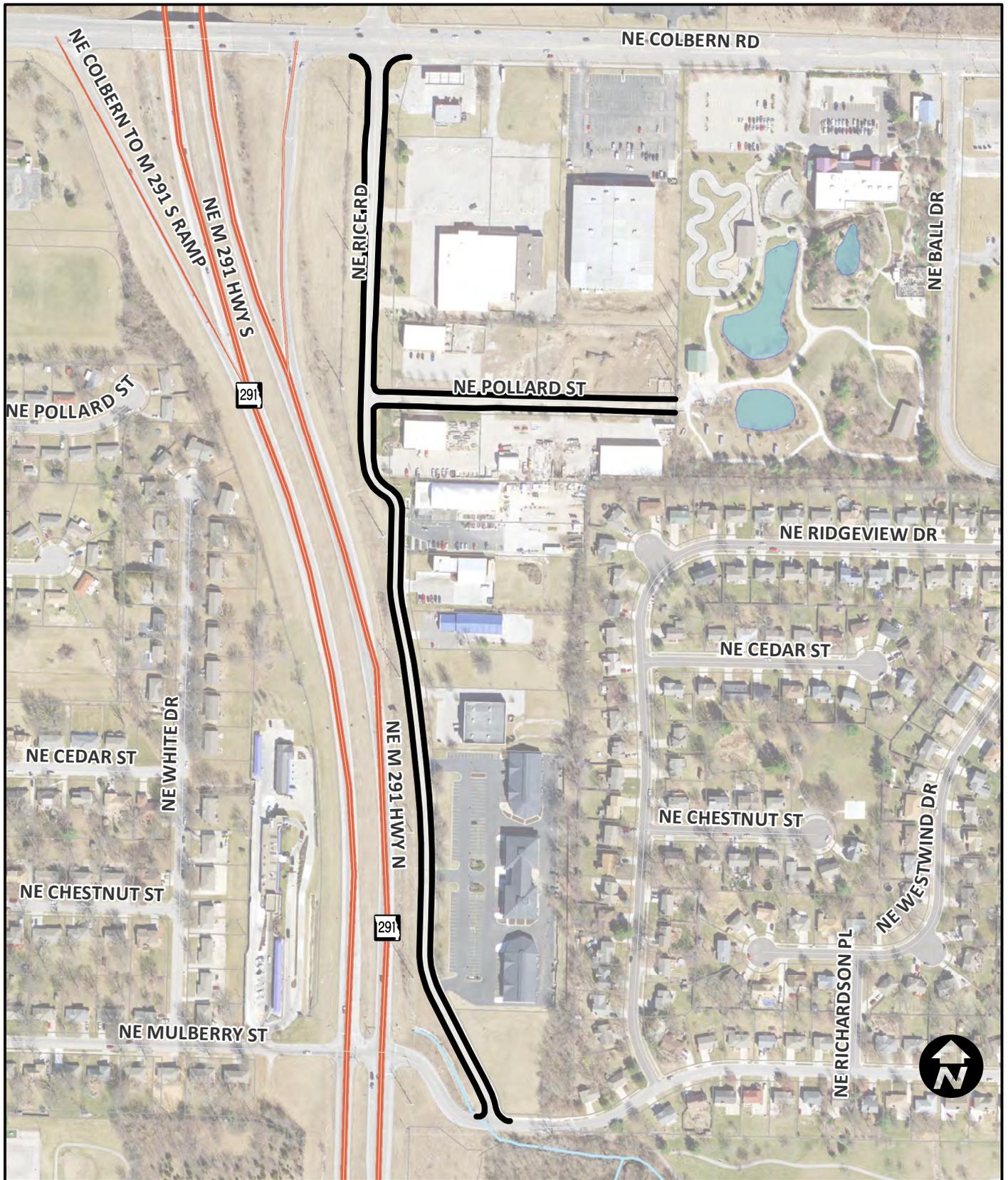


**Area 3 - Cambridge Heights**

### Legend

- Mill & Overlay RC-Type 5-01
- Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

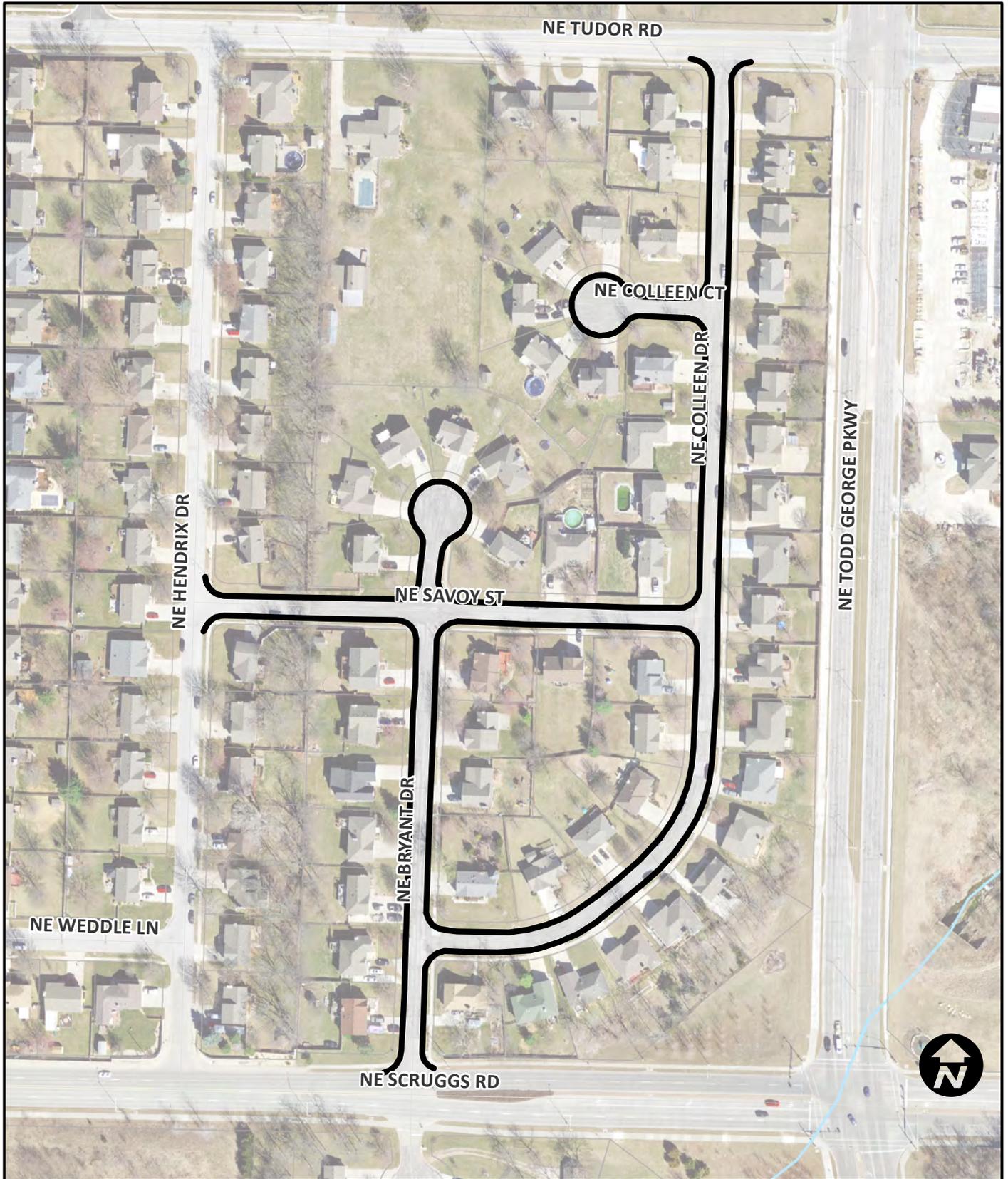


**Area 4 - Rice Rd.**

### Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

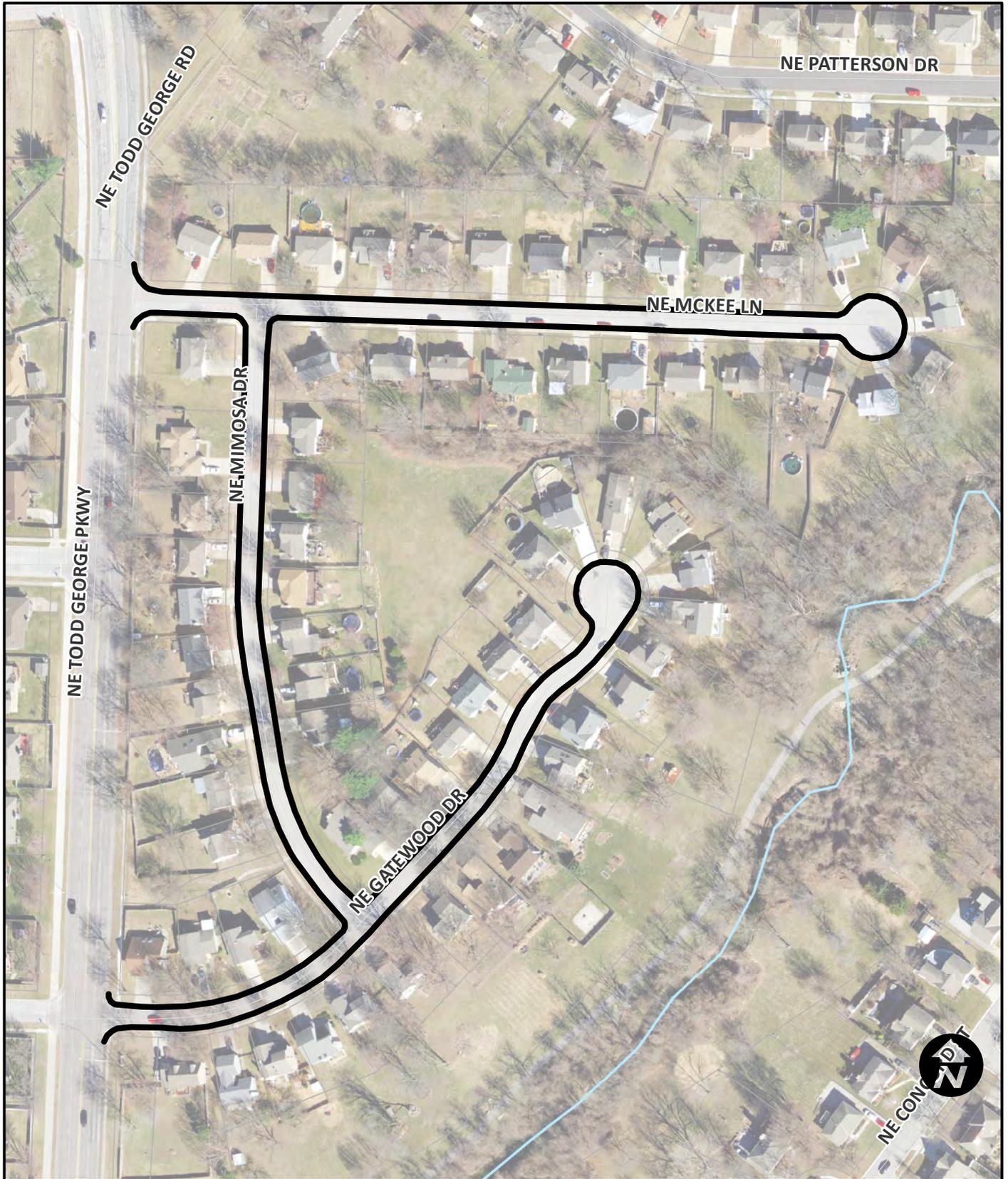


**Area 5 - Emerald View**

## Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

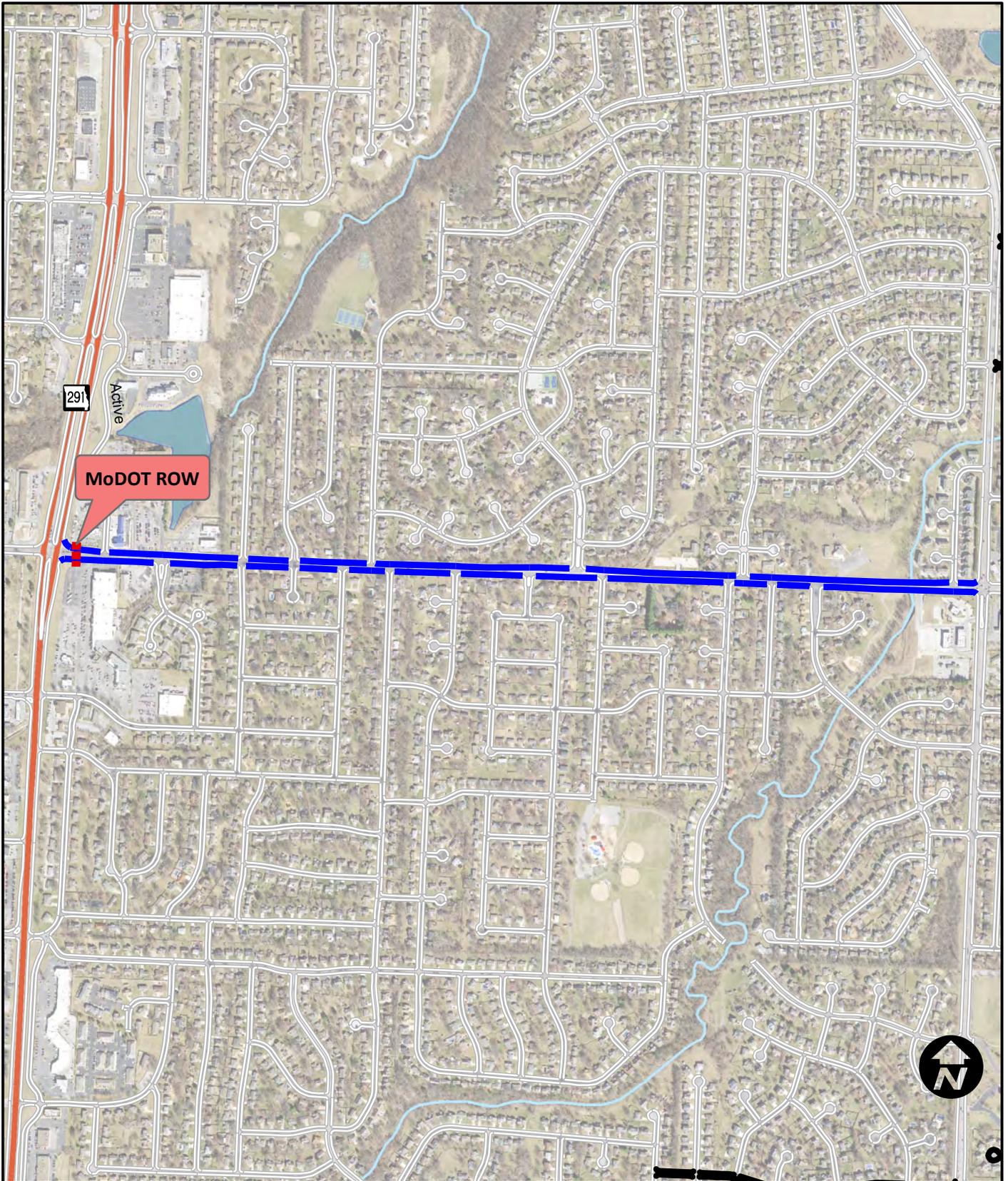


**Area 7 - Gatewood**

### Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

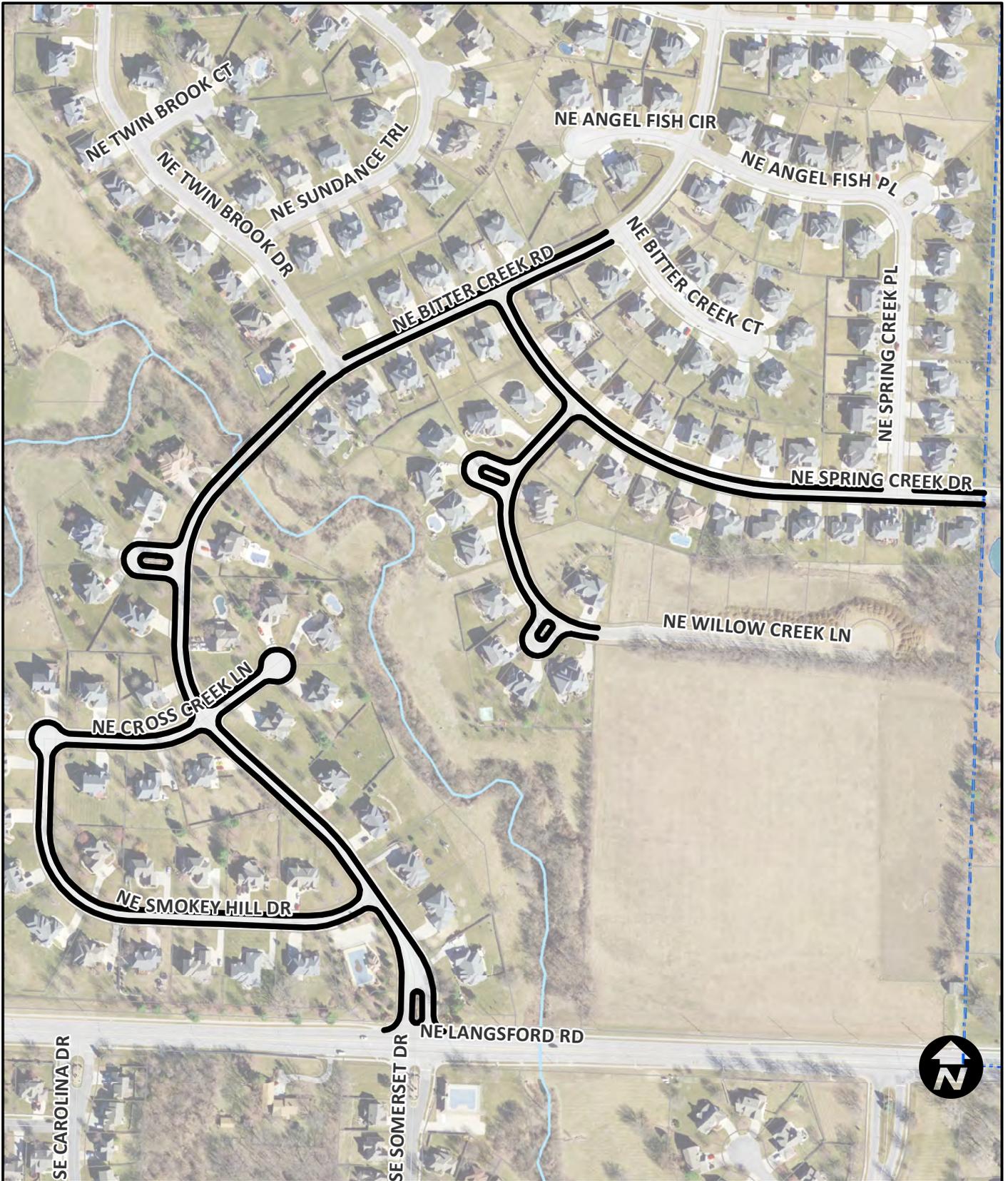


**Area 8 - Langsford Rd**

### Legend

- Mill & Overlay RC-Type 5-01
- Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)



**Area 9 - Paddock**

### Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

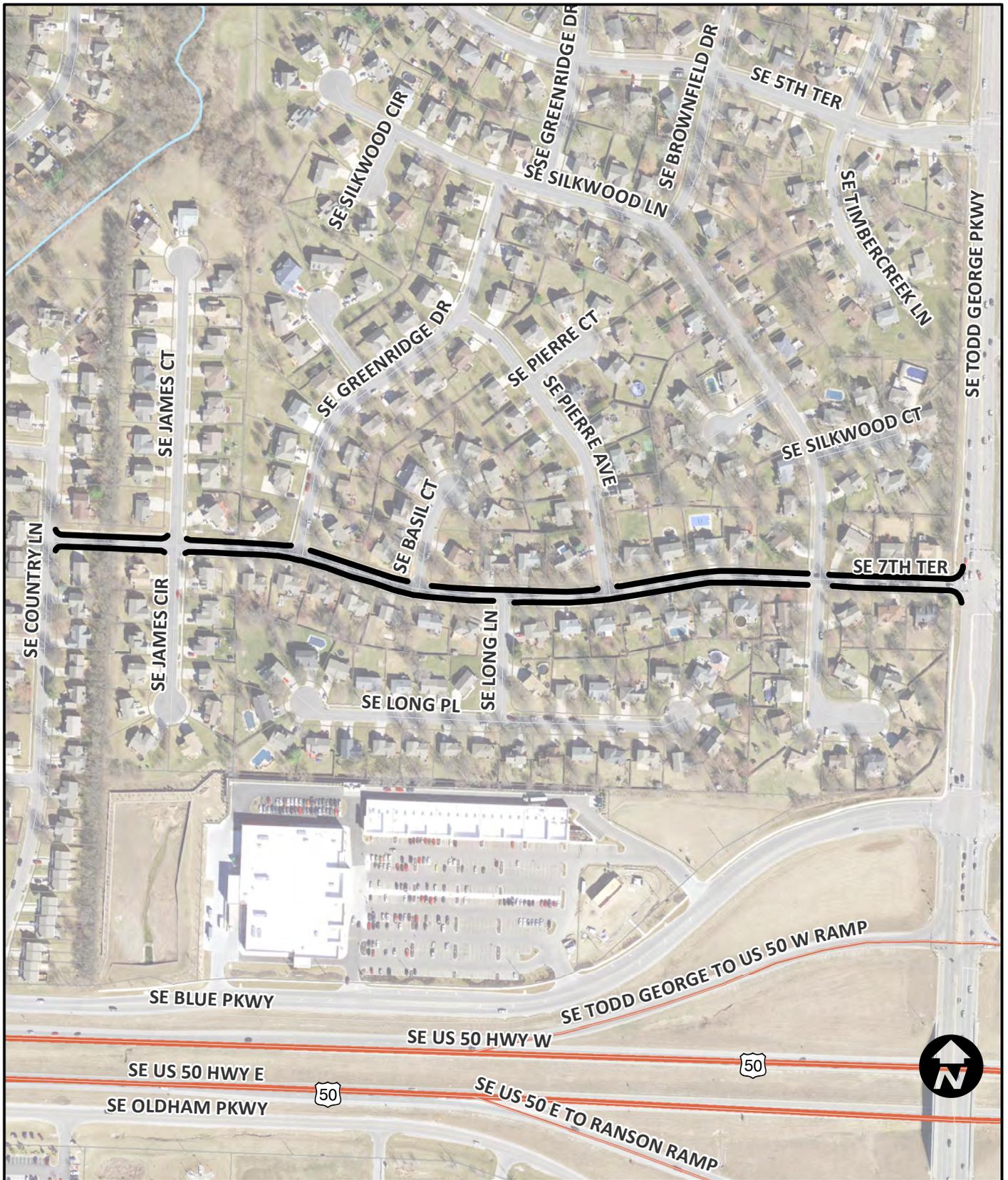


**Area 10 - Ashton**

## Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

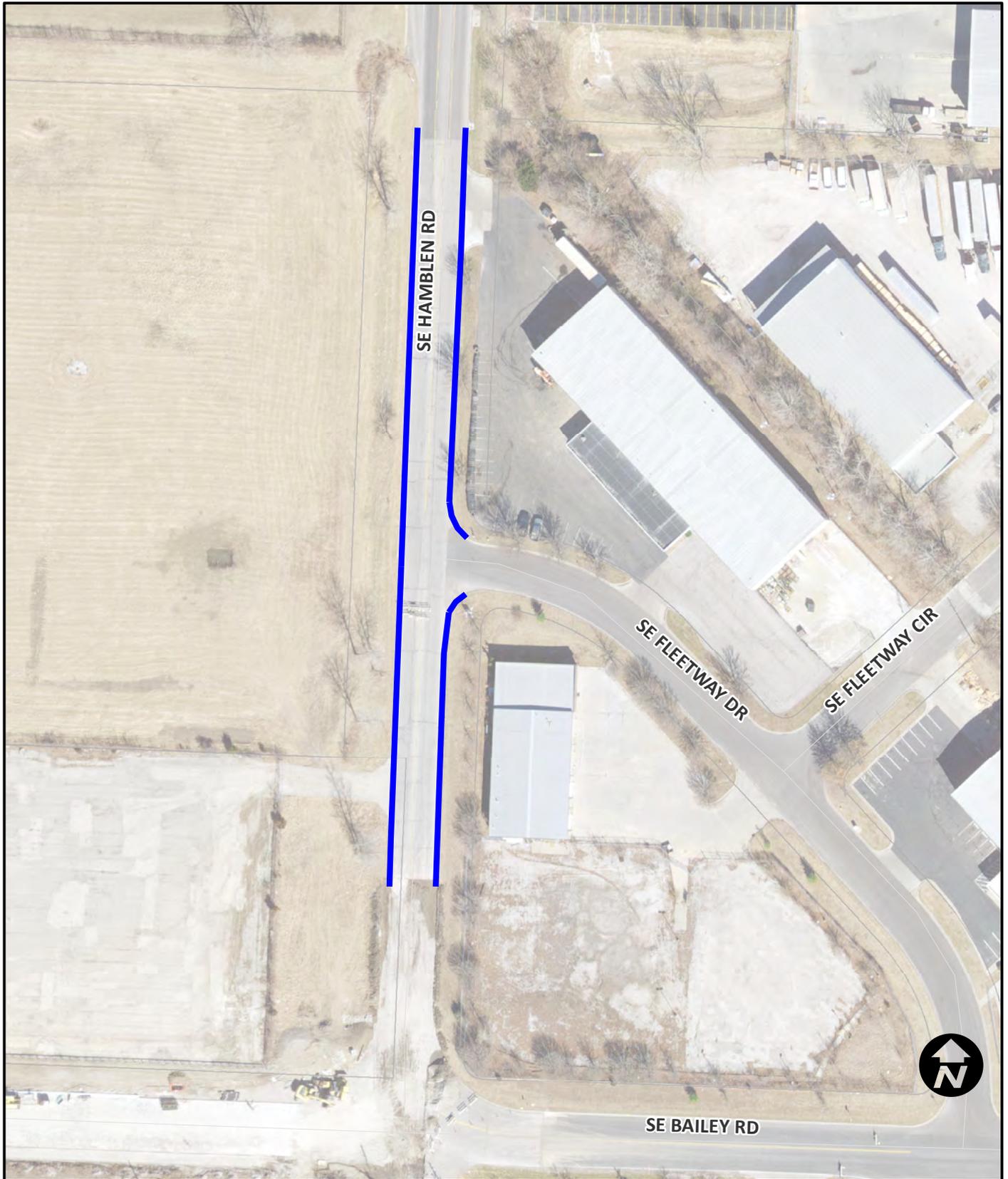


**Area 11 - 7th Terr**

### Legend

- Mill & Overlay RC-Type 5-01
- Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)



**Area 12 - Hamblen Rd.**

### Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

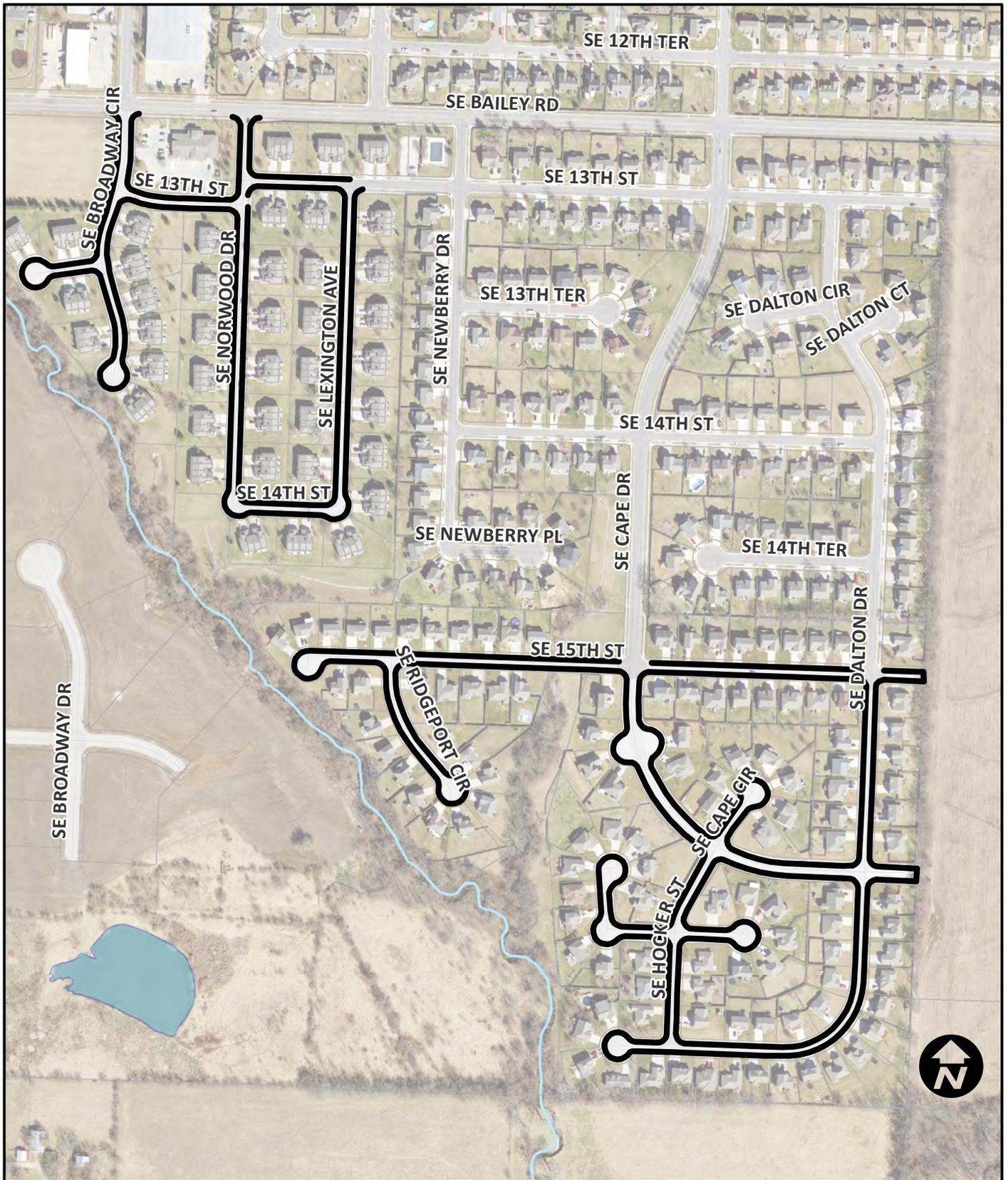


**Area 13 - Bailey Rd.**

### Legend

- Mill & Overlay RC-Type 5-01
- Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

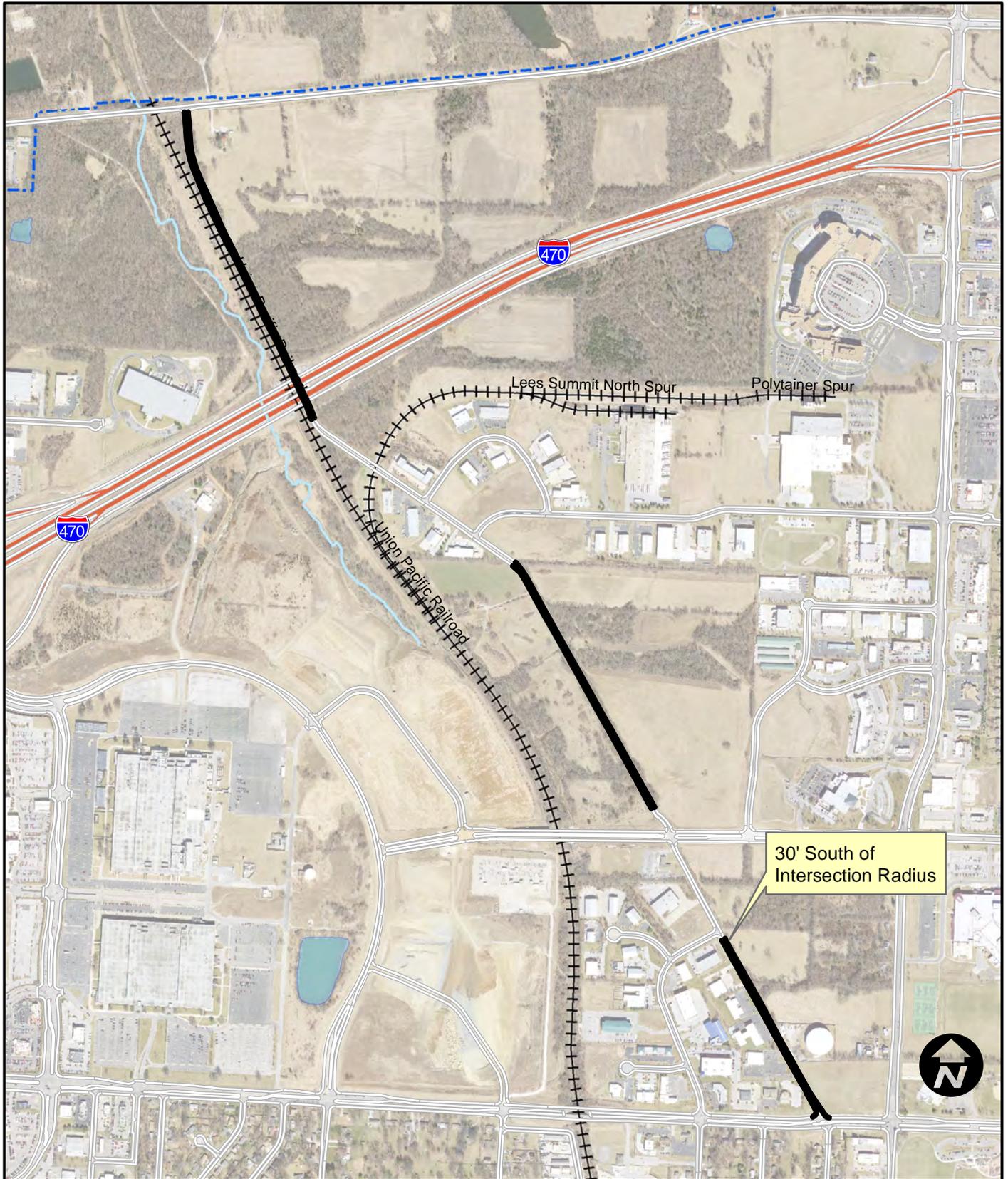


Area 14 - Newberry

## Legend

- Mill & Overlay RC-Type 5-01
- Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

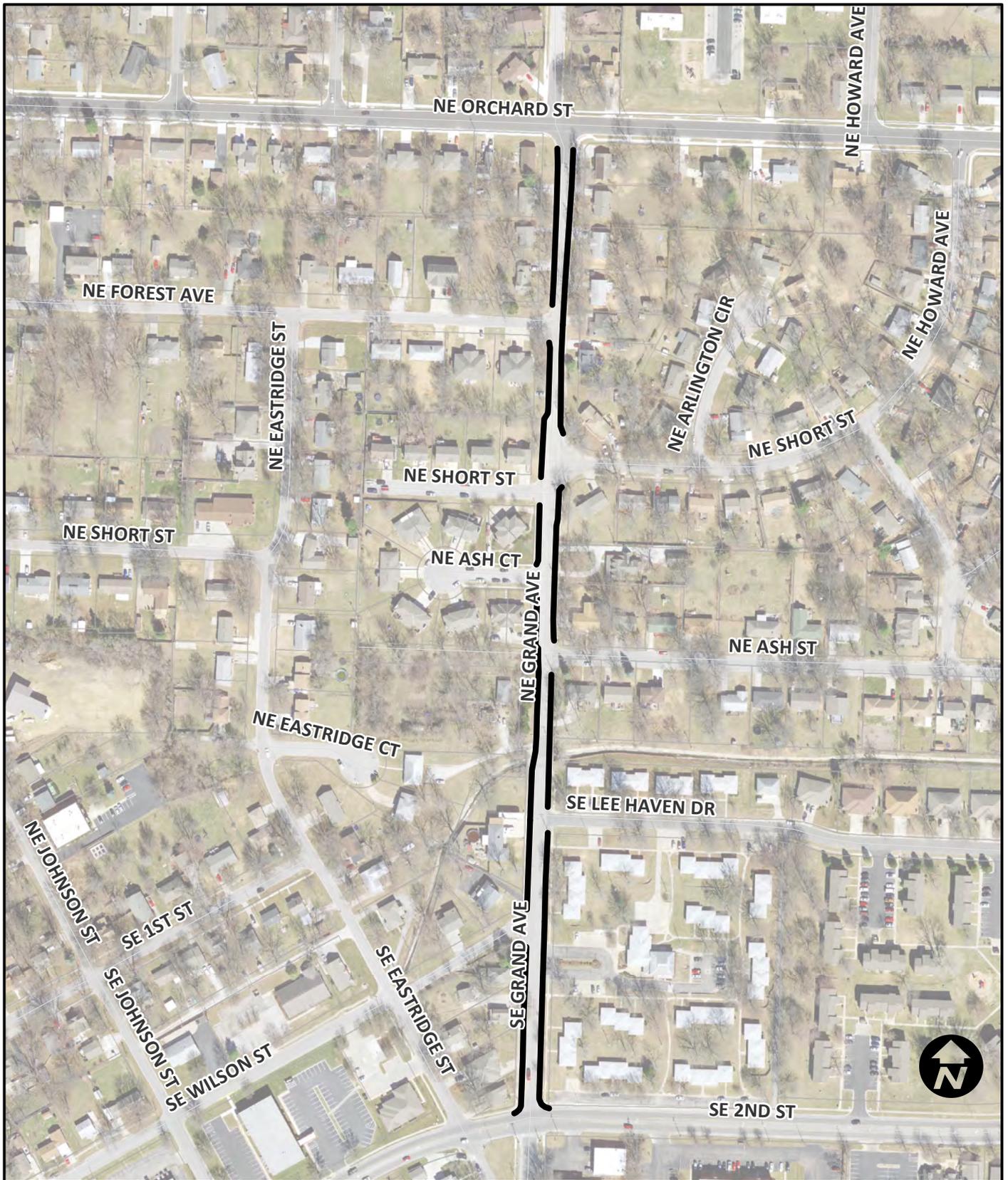


**Area 15 - Main St**

### Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

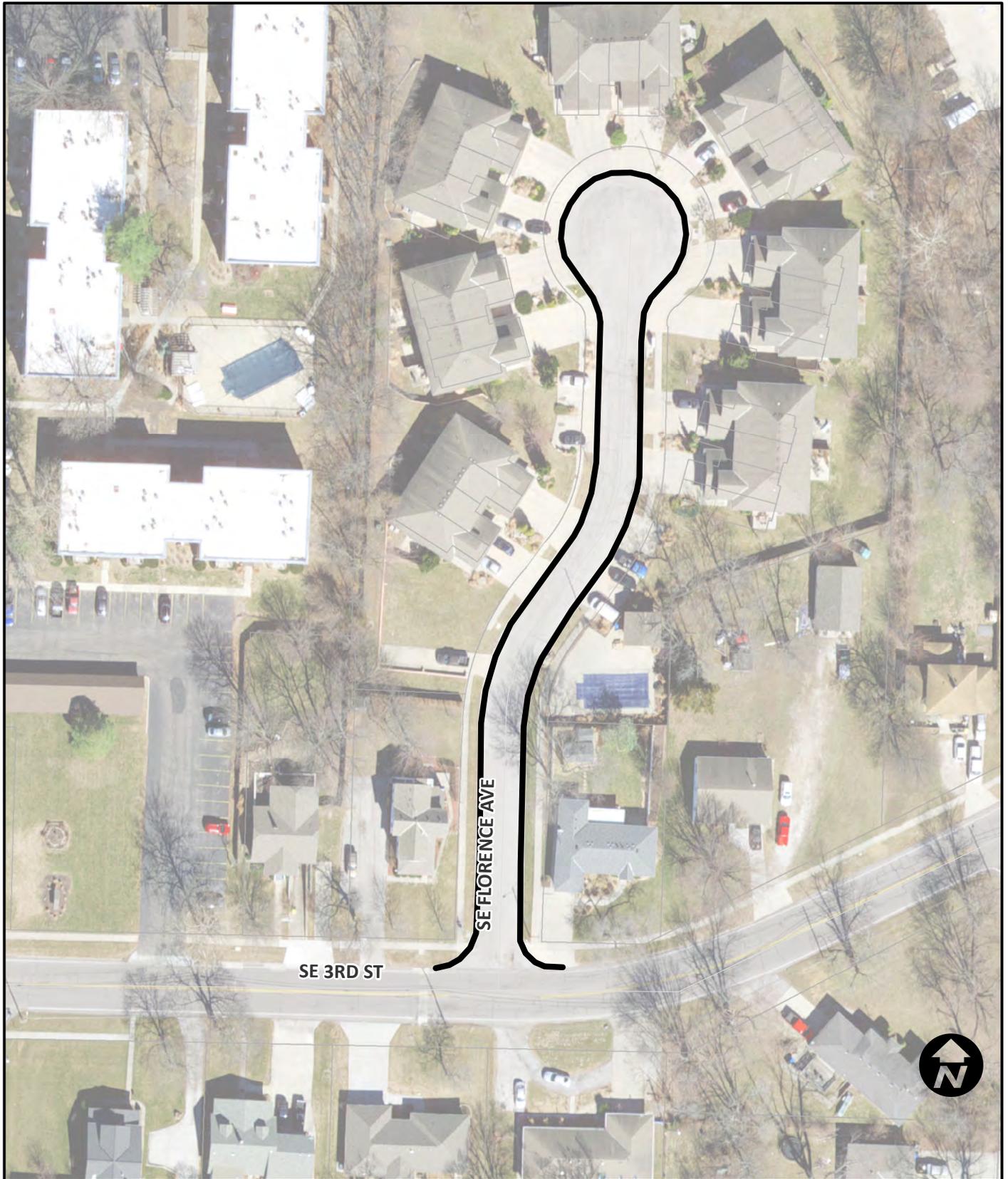


**Area 16 - Grand Ave.**

### Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)



**Area 17 - Ironwood**

### Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)

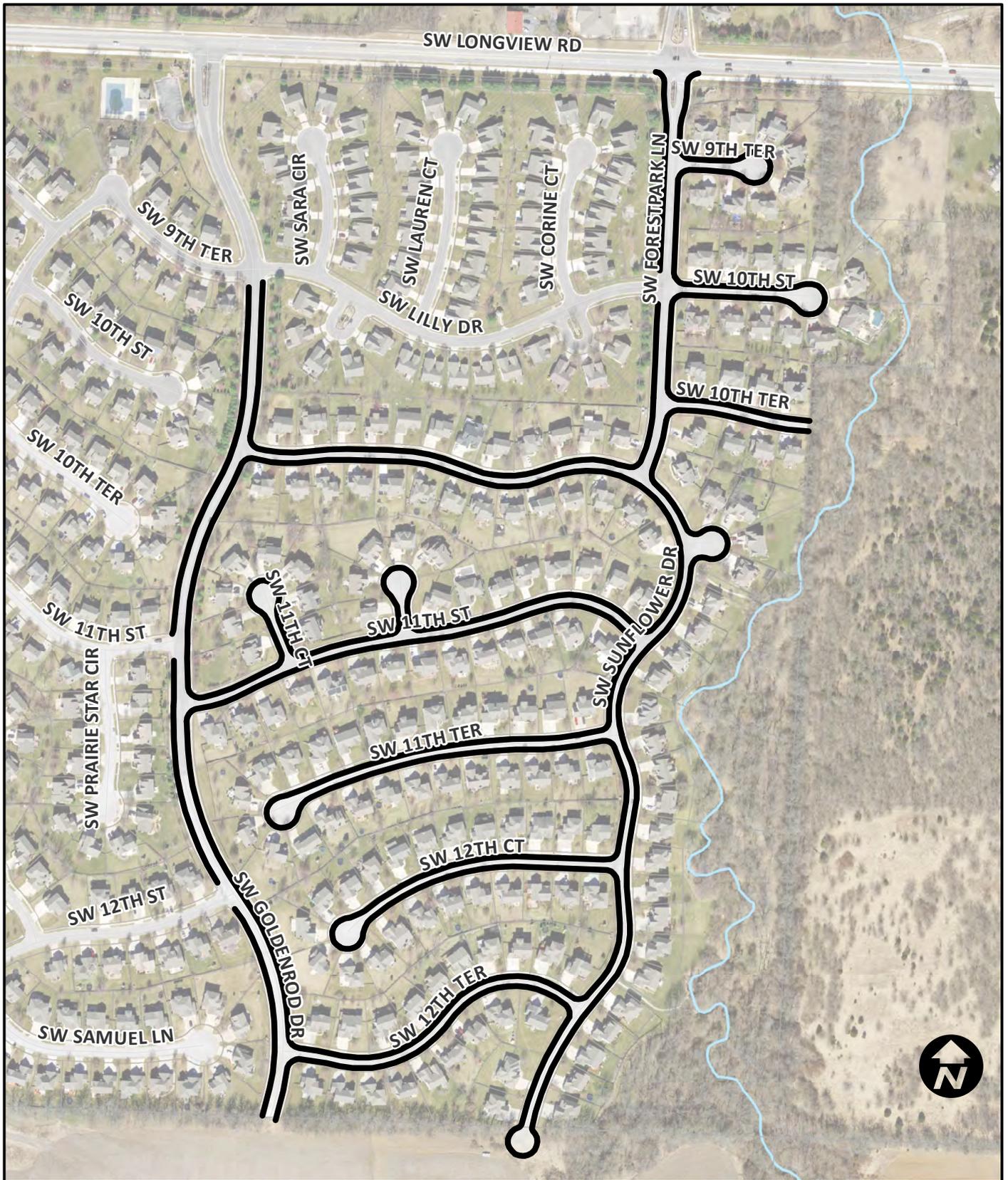
City of Lee's Summit  
Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)



Area 18 - Winterset Woods

- Legend**
- Mill & Overlay RC-Type 5-01
  - Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

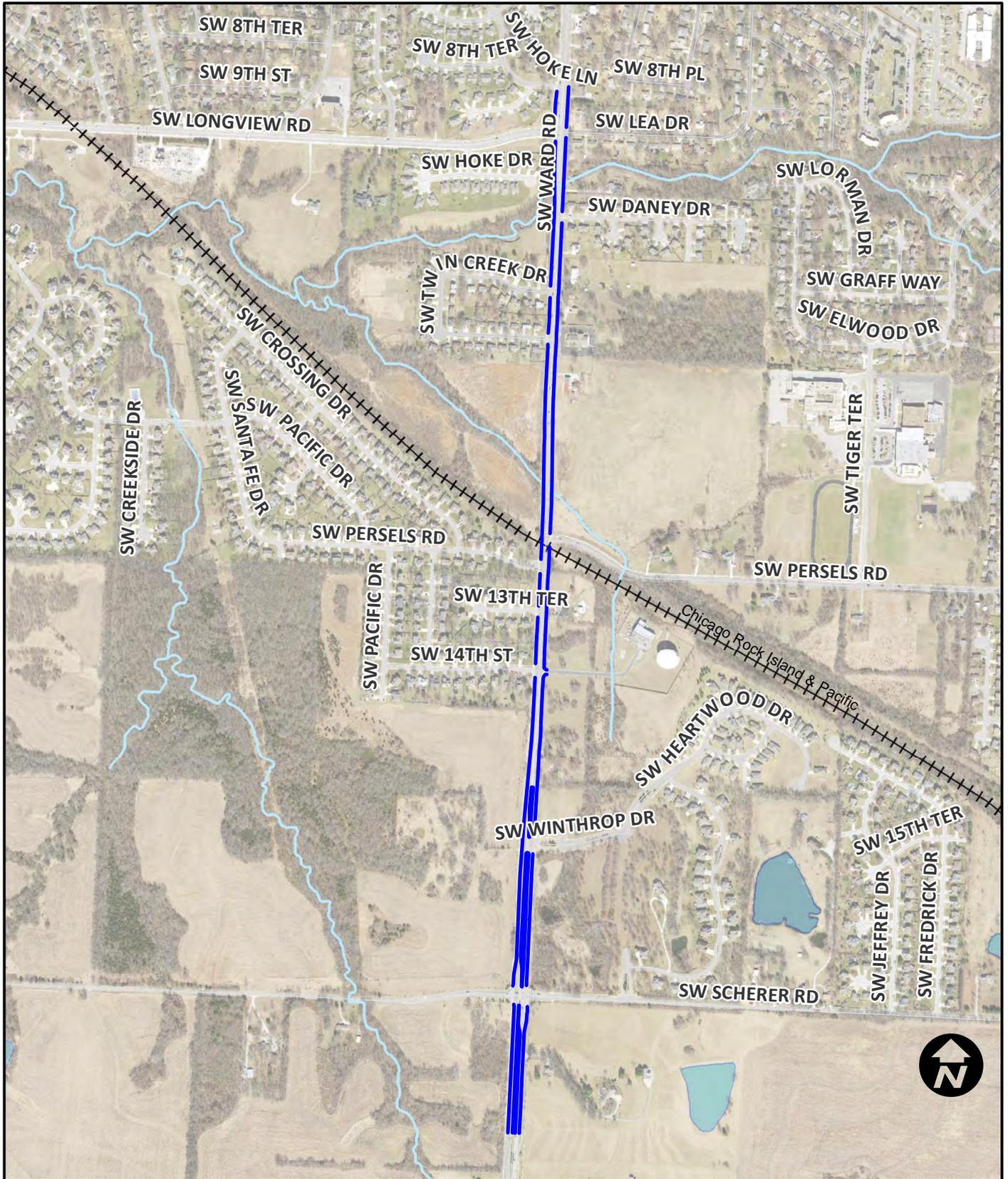


Area 19 - Meadows of Winterset

## Legend

- Mill & Overlay RC-Type 5-01
- Mill & Overlay Type 5-01 (PG 70-22)

# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)

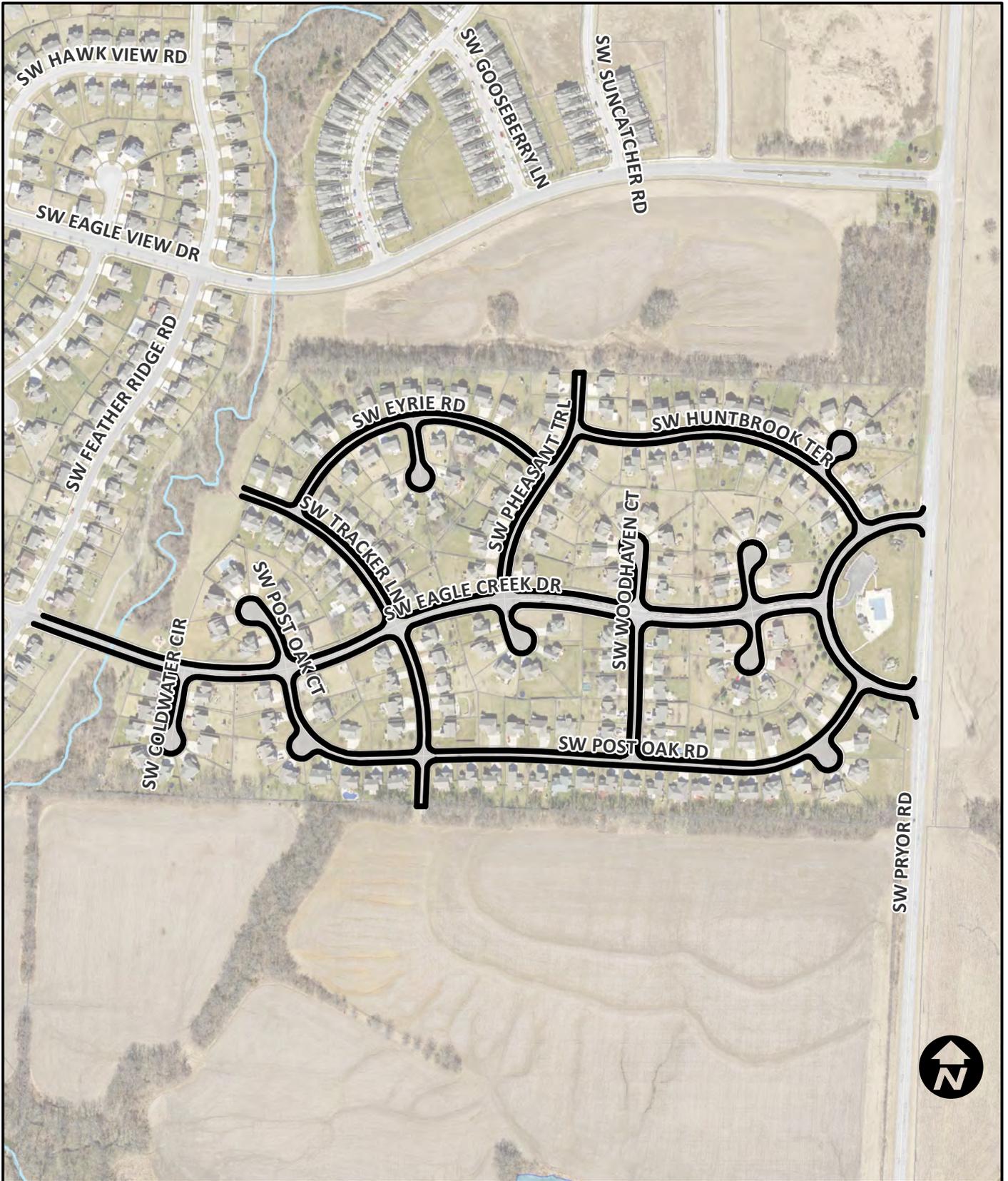


**Area 20 - Ward Rd.**

### Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)

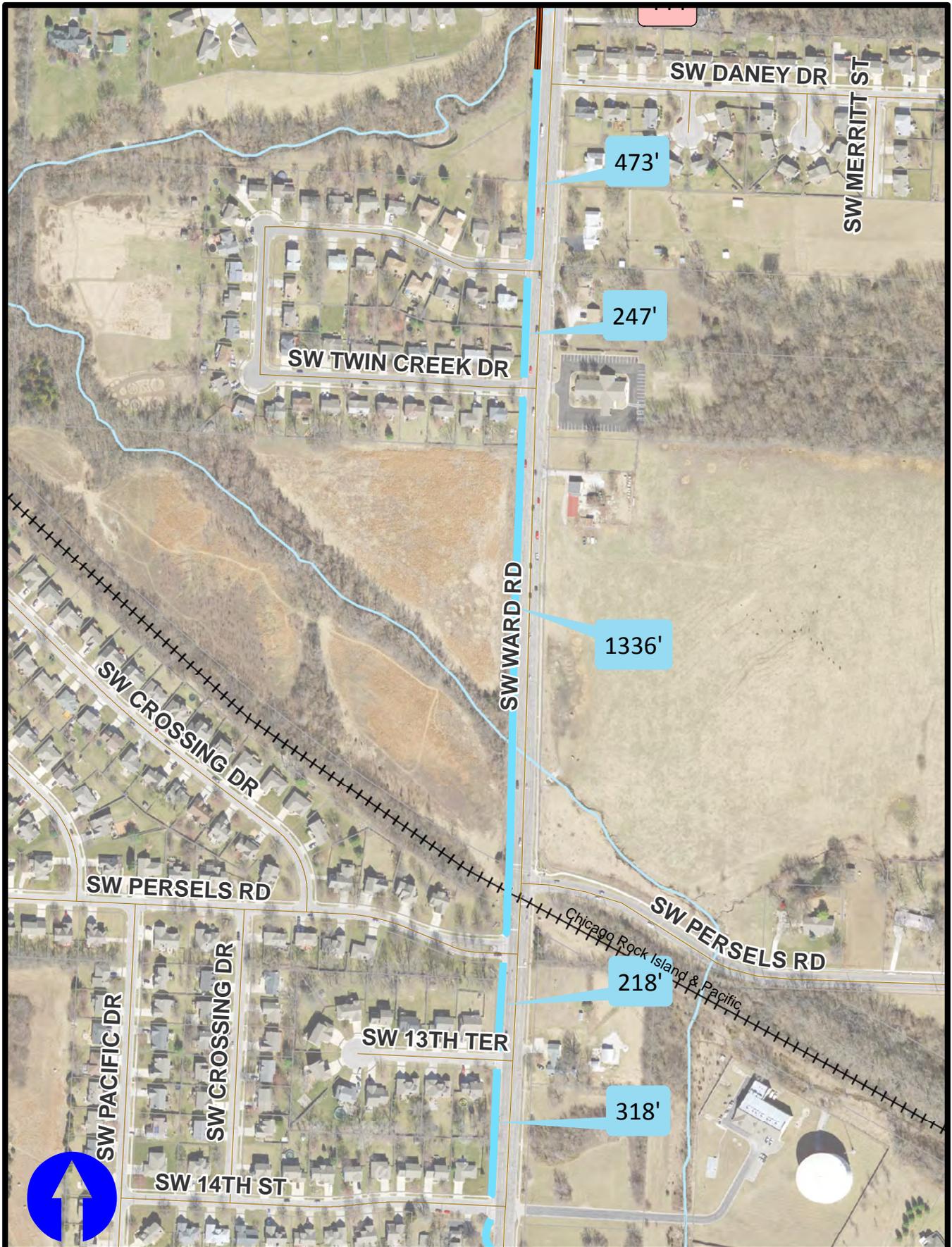
# City of Lee's Summit Mill & Overlay 17/18 - Proj. No. 324-17/18 (Overlay)



**Area 21 - Eagle Creek**

### Legend

-  Mill & Overlay RC-Type 5-01
-  Mill & Overlay Type 5-01 (PG 70-22)



**Ward Rd. - Multi-Use Trail**  
**1 of 2**

**Legend**

 Mill & Overlay Trail RC 5-01



**Legend**

 Mill & Overlay Trail RC 5-01

AREA	STREETNAME	From Street	To Street	Width	Lnth	CDS	APWA RC 5-01 (TONS)	APWA 5-01 70-22 (Tons)	TRAIL APWA RC 5-01 (TONS)	MILL	2" FW MILLING (S.Y.)	TRAIL 1.5" FW MILLING (S.Y.)	FULL DEPTH PATCHING (RC 5-01) (TONS)	4" Solid White	4" Broken White	4" Solid Yellow	4" Broken Yellow	6" Solid White	6" Dashed White	12" Solid White	12" Solid Yellow	24" Solid White	Left Turn Arrow	Thru-Right Turn Arrow	Right Turn Arrow
1	NE MAYBROOK RD	NE ST ANDREWS CIR	600' S OF MAYBROOK CT	14	3547	0	676				FW	5,518													
1	NE MAYBROOK RD	NE ST ANDREWS CIR	NE ST ANDREWS CIR	18	1760	0	431				FW	3,520		3,175											
2	NW WOODS CHAPEL RD	END OF STREET	E of LS Rd	24	1400	0	458				FW	3,733		1,612		1,612							33		
3	NE ABBEY LN	NE MULBERRY ST	END OF STREET	24	365	1	162				FW	1,296													
3	NE PILGRIM WAY	NE MULBERRY ST	NE YORKSHIRE DR	24	777	0	254				FW	2,072													
3	NE FLORENCE AVE	NE PILGRIM WAY	NE YORKSHIRE DR	24	883	0	289				FW	2,355													
3	NE YORKSHIRE DR	NE VICTORIA DR	NE MULBERRY ST	24	1451	0	474				FW	3,869													
3	NE YORKSHIRE DR	NE YORKSHIRE DR	END OF STREET	24	212	1	112				FW	888													
3	NE CAMBRIDGE DR	NE YORKSHIRE DR	END OF STREET	24	703	1	273				FW	2,198													
3	NE THAMES DR	NE CAMBRIDGE DR	NE MULBERRY ST	24	1008	1	372				FW	3,011													
4	NE RICE RD	NE POLLARD ST	NE COLBERN RD	36	870	0	426				FW	3,480		1,340		1,570							24		
4	NE RICE RD	NE MULBERRY ST	NE POLLARD ST	24	1866	0	610				FW	4,976		562		3,540							11		
4	NE POLLARD ST	NE RICE RD	END OF STREET	32	742	1	366				FW	2,892													
5	NE COLLEEN DR	NE TUDOR RD	NE BRYANT DR	24	1370	0	448				FW	3,653													
5	NE COLLEEN CT	NE COLLEEN DR	END OF STREET	24	146	1	91				FW	712													
5	NE SAVOY ST	NE COLLEEN DR	NE HENDRIX DR	24	646	0	211				FW	1,723													
5	NE BRYANT CIR	NE SCRUGGS RD	END OF STREET	24	735	1	283				FW	2,283													
7	NE GATEWOOD DR	NE TODD GEORGE PKWY	END OF STREET	24	902	1	338				FW	2,728													
7	NE MIMOSA DR	NE GATEWOOD DR	NE MCKEE LN	24	779	0	255				FW	2,077													
7	NE MCKEE LN	NE TODD GEORGE PKWY	END OF STREET	24	925	1	345				FW	2,790													
8	NE LANGSFORD RD	NE M 291 HWY N	NE RICHARDSON PL	60	1654	0		1,351			FW	11,027													
8	NE LANGSFORD RD	NE RICHARDSON PL	SE BRIARCROFT DR	48	1645	0		1,075			FW	8,773													
8	NE LANGSFORD RD	SE BRIARCROFT DR	SE CIRCLEVIEW DR	60	513	0		419			FW	3,420		1335	3070	12235	170	302			205	290	11		2
8	NE LANGSFORD RD	SE CIRCLEVIEW DR	NE TIMBERCREEK DR	48	2457	0		1,606			FW	13,104													
8	NE LANGSFORD RD	NE TIMBERCREEK DR	SE TODD GEORGE PKWY	60	206	0		168			FW	1,373													
9	NE BITTER CREEK RD	SE SOMERSET DR	NE SMOKEY HILL DR	72	366	0	359				FW	2,928													
9	NE BITTER CREEK RD	NE SMOKEY HILL DR	NE BITTER CREEK CT	24	2355	0	770				FW	6,280													
9	NE SMOKEY HILL DR	NE CROSS CREEK LN	NE BITTER CREEK RD	24	1104	0	361				FW	2,944													
9	NE CROSS CREEK LN	NE SMOKEY HILL DR	END OF STREET	24	630	1	249				FW	2,003													
9	NE BITTER CREEK RD	NE BITTER CREEK RD	NE BITTER CREEK RD	24	240	0	78				FW	640													
9	NE SPRING CREEK DR	NE WILLOW CREEK LN	CITY LIMITS	24	1310	0	428				FW	3,493													
9	NE WILLOW CREEK LN	NE SPRING CREEK DR	90ft E WILLOW CREEK CIR	24	700	0	229				FW	1,867													
9	NE WILLOW CREEK CIR	NE WILLOW CREEK LN	NE WILLOW CREEK LN	24	130	1	85				FW	670													
9	NE WILLOW CREEK CT	NE WILLOW CREEK LN	NE WILLOW CREEK LN	24	160	1	95				FW	750													
10	SE CUMBERLAND DR	SE SHENANDOAH DR	SE 6TH TER	24	650	0	212				FW	1,733													
10	SE 6TH TER	SE CUMBERLAND CT	SE ASHTON DR	24	965	0	315				FW	2,573													
10	SE CUMBERLAND CT	SE 6TH TER	END OF STREET	24	243	1	122				FW	971													
10	SE PENDLETON DR	SE 6TH TER	SE 7TH ST	24	534	0	175				FW	1,424													
10	SE 7TH ST	SE PENDLETON DR	END OF STREET	24	1229	1	445				FW	3,600													
11	SE 7TH TER	SE COUNTRY LN	SE TODD GEORGE PKWY	24	2175	0	711				FW	5,800				200		60				12			
12	SE HAMBLEN RD	SE BAILEY RD	EXISTING NEW PVMT	48	600	0		392			FW	3,200				1200	300						4		
13	SE BAILEY RD	SE CENTURY DR	SE RANSON RD	32	5319	0		2,318			FW	18,912				9,530							17		
14	SE BROADWAY CIR	SE BAILEY RD	SE 13TH ST	32	238,76309	0	104				FW	849													
14	SE BROADWAY CIR	SE 13TH ST	END OF STREET	24	521	1	213				FW	1,712													
14	SE BROADWAY CT	SE BROADWAY CIR	END OF STREET	24	183	1	103				FW	811													
14	SE 13TH ST	SE BROADWAY CIR	SE NORWOOD DR	24	349	0	114				FW	931													
14	SE NORWOOD DR	SE BAILEY RD	SE 14TH ST	24	1086	1	398				FW	3,219													
14	SE 14TH ST	SE ORWOOD DR	SE LEXINGTON AVE	24	284	1	136				FW	1,080													
14	SE LEXINGTON AVE	SE 13TH ST	SE 14TH ST	24	880	0	288				FW	2,347													
14	SE 13TH ST	SE NORWOOD DR	SE LEXINGTON AVE	24	284	0	93				FW	757													
14	SE 15TH ST	END OF STREET	END OF STREET	24	1705	1	600				FW	4,870													
14	SE RIDGEPORT CIR	SE 15TH ST	END OF STREET	24	413	1	178				FW	1,424													
14	SE CAPE DR	SE 15TH ST	END OF STREET	32	1126	1	534				FW	4,257													
14	SE CAPE CIR	SE HOCKER ST	END OF STREET	24	185	1	103				FW	816													
14	SE HOCKER ST	SE CAPE DR	SE DALTON DR	24	571	0	187				FW	1,523													
14	SE HOCKER CIR	SE HOCKER ST	END OF STREET	24	191	1	105				FW	832													
14	SE HOCKER CT	END OF STREET	SE HOCKER ST	24	381	1	168				FW	1,339													
14	SE DALTON DR	SE 15TH ST	END OF STREET	24	1596	1	565				FW	4,579													
15	NW MAIN ST	NW COLBERN RD	NW I 470	22	2145	0	643				FW	5,243													
15	NW MAIN ST	NW I 470 HWY E	CONCRETE	32	250	0	109				FW	889													
15	NW MAIN ST	NW VICTORIA DR	NW TUDOR RD	22	2252	0	675				FW	5,505													
15	NW MAIN ST	NW COMMERCE DR	NW CHIPMAN RD	24	1577	0	515				FW	4,205		1300	240		146					14		1	
16	NE GRAND AVE	NE ORCHARD ST	NE SHORT ST	24	831	0	272				FW	2,216													
16	NE GRAND AVE	NE SHORT ST	SE 2ND ST	32	1085	0	473				FW	3,858													
17	SE FLORENCE AVE	END OF STREET	SE 3RD ST	24	460	1	193				FW	1,550													
18	NW RIVEN ROCK TRL	NW ROCKWOOD CT	NW ROCKHILL CIR	24	1245	0	407				FW	3,3													

AREA	STREETNAME	From Street	To Street	Width	Length	CDS	APWA RC 5-01 (TONS)	APWA 5-01 70-22 (Tons)	TRAIL RC 5-01 (TONS)	APWA RC 5-01 (TONS)	MILL	2" FW MILLING (S.Y.)	TRAIL 1.5" FW MILLING (S.Y.)	FULL DEPTH PATCHING (RC 5-01) (TONS)	4" Solid White	4" Broken White	4" Solid Yellow	4" Broken Yellow	6" Solid White	6" Dashed White	12" Solid White	12" Solid Yellow	24" Solid White	Left Turn Arrow	Thru-Right Turn Arrow	Right Turn Arrow					
20	SW WARD RD	SW HOKE LN	SW LONGVIEW RD	72	288	0		282			FW	2,304			250	122	876					55		2		3					
20	SW WARD RD	SW LONGVIEW RD	825' S OF SW SCHERER RD	48	6143	0		4,015			FW	32,763			820	300	10,000		642			118	276	9		2					
21	SW EAGLE CREEK DR	SW PRYOR RD	SW PRYOR RD	32	919	0	400				FW	3,268																			
21	SW EAGLE CREEK DR	SW EAGLE CREEK DR	SW EAGLE CREEK CT	44	976	0	585				FW	4,772																			
21	SW EAGLE CREEK DR	SW EAGLE CREEK CT	SW TRACKER LN	36	337	0	165				FW	1,348																			
21	SW EAGLE CREEK DR	SW TRACKER LN	SW GOLDEN EAGLE RD	32	1177	0	513				FW	4,185																			
21	SW STONE BRIDGE CIR	SW EAGLE CREEK DR	END OF STREET	24	146	1	91				FW	712																			
21	SW STONE BRIDGE CT	END OF STREET	SW EAGLE CREEK DR	24	173	1	100				FW	784																			
21	SW WOODHAVEN CT	END OF STREET	SW WOODHAVEN LN	24	201	1	109				FW	859																			
21	SW HUNTBROOK TER	SW EAGLE CREEK DR	SW PHEASANT TRL	24	1007	0	329				FW	2,685																			
21	SW HUNTBROOK CIR	SW HUNTBROOK TER	END OF STREET	24	108	1	78				FW	611																			
21	SW PHEASANT TRL	END OF STREET	SW EAGLE CREEK DR	24	738	1	284				FW	2,291																			
21	SW EAGLE CREEK CT	SW EAGLE CREEK DR	END OF STREET	24	139	1	88				FW	694																			
21	SW EYRIE RD	SW PHEASANT TRL	SW TRACKER LN	24	941	0	308				FW	2,509																			
21	SW EYRIE CT	SW EYRIE RD	END OF STREET	24	180	1	102				FW	803																			
21	SW TRACKER LN	END OF STREET	SW EAGLE CREEK DR	24	631	1	249				FW	2,006																			
21	SW POST OAK CT	END OF STREET	SW POST OAK RD	24	215	1	113				FW	896																			
21	SW POST OAK RD	SW EAGLE CREEK DR	SW EAGLE CREEK DR	24	2027	0	662				FW	5,405																			
21	SW WOODHAVEN LN	SW WOODHAVEN CT	SW POST OAK RD	24	447	0	146				FW	1,192																			
21	SW TRACKER LN	SW EAGLE CREEK DR	END OF STREET	24	555	1	224				FW	1,803																			
21	SW COLDWATER CIR	SW EAGLE CREEK DR	END OF STREET	24	222	1	116				FW	915																			
22	WARD RD - MULTI-USE	SW TIMBERCREEK DR	289' S OF SCHERER RD	9	4821	0			886		FW		4,821																		
<b>Full Depth Patching</b>																															
														2,033																	
							28,145	11,627	886			323,169	4,821	2,033	28,288	3,492	41,003	470	1,284	0	0	378	701	27	1	8					
							APWA RC 5-01 (TONS)	APWA 5-01 70-22 (Tons)	TRAIL RC 5-01 (TONS)	APWA RC 5-01 (TONS)			2" FW MILLING (S.Y.)	TRAIL 1.5" FW MILLING (S.Y.)	FULL DEPTH PATCHING (TONS)	4" Solid White	4" Broken White	4" Solid Yellow	4" Broken Yellow	6" Solid White	6" Broken White	12" Solid White	12" Solid Yellow	24" Solid White	Left Turn Arrow	Thru-Right Turn Arrow	Right Turn Arrow				

## Packet Information

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**File #:** TMP-0499, **Version:** 3

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AN ORDINANCE APPROVING AWARD OF RFQ 2017-307 TO STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS, FOR A ONE YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS FOR ON-CALL YEARLY ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME

Issue/Request:

AN ORDINANCE APPROVING AWARD OF RFQ 2017-307 TO STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS, FOR A ONE YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS FOR ON-CALL YEARLY ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME

Key Issues:

- City uses on-call environmental engineering services to support several departments
- The term of the contract is for one year, with the potential for two one-year renewals, based upon performance
- Work for this contract is funded by specific projects or programs approved by Council in the City's annual budget
- Project Managers must identify scope and project specific funding to request services

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING AWARD OF RFQ 2017-307 TO STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS, FOR A ONE YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS FOR ON-CALL YEARLY ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

Background:

Several divisions of Public Works and other City departments require environmental engineering services. Primary tasks will be to meet the City's landfill and airport regulatory requirements and responsibilities. Services may be required to meet National Pollutant Discharge Elimination System (NPDES) permit requirements for other City facilities. In the past, the City used several agreements for these similar services among departments. This agreement will make SCS Engineers available as needed throughout the City through a consolidated contract. The budgets for each program or project include money which was approved by Council as part of the annual budget process.

The Public Works Department issued RFQ 2017-307 on February 24, 2017. The RFQ was advertised on the City website and [www.PublicPurchase.com](http://www.PublicPurchase.com). 183 possible firms were notified and 5 responded. An evaluation team selected the top two firms to interview from which SCS Engineers was chosen as the best qualified.

Impact/Analysis:

If not approved, Staff will be unable to perform activities required to meet regulatory requirements.

Timeline:

Start: July 1, 2017

Finish: 1 to 3 years, depending on renewals.

Other Information/Unique Characteristics:

Presenter: David Lohe, Supervisory Engineer

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AWARD OF RFQ 2017-307 TO STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS, FOR A ONE YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS FOR ON-CALL YEARLY ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 17-**

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AN ORDINANCE APPROVING AWARD OF RFQ 2017-307 TO STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS, FOR A ONE YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS FOR ON-CALL YEARLY ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME

WHEREAS, City uses on-call environmental engineering services to support several departments; and,

WHEREAS, the term of the contract is for one year with the potential for two one-year renewals, based upon performance; and,

WHEREAS, work for this contract is funded by specific projects or programs approved by Council in the City's annual operating budget or Capital Improvement Plan; and,

WHEREAS, Project Managers must identify scope and project specific funding to request services.

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

SECTION 1. That the agreement for Environmental Professional Engineering Services Yearly Contract (RFQ No. 2017-307) by and between the City of Lee's Summit, Missouri and Stearns, Conrad & Schmidt, Consulting Engineers, Inc. dba SCS Engineers, generally for the purpose of environmental professional engineering services, a true and accurate copy of which is attached hereto and incorporated by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

**BILL NO. 17-**

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APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

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

**THIS ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT (RFQ NO. 2017-307) (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee’s Summit, Missouri, a Missouri Constitutional Charter City (hereinafter “City”), and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereinafter “Engineer”).

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

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

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

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

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

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

## **ARTICLE V TERM**

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

## **ARTICLE VI INSURANCE**

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

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

**B. NOTICE OF CLAIM**

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

**C. INDUSTRY RATING**

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

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

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

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

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

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

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

**F. PROFESSIONAL LIABILITY**

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

**G. COMMERCIAL GENERAL LIABILITY POLICY**

Limits:

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

Policy must include the following conditions:

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

H. AUTOMOBILE LIABILITY

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

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

Limits:

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

I. WORKERS' COMPENSATION

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

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

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

and notices to Engineer shall be addressed to:

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

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

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

Reserved.

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

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

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

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

**SCS ENGINEERS**

\_\_\_\_\_  
BY: Anastasia Welch

TITLE: Vice President

ATTEST:

\_\_\_\_\_

## Exhibit A

# SCS ENGINEERS

## FY 2018 STANDARD FEE SCHEDULE

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

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

### General Terms:

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



**Printing Services**

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

**Support Vehicles**

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

**Per Diem and Travel**

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

**Field Equipment and Supplies**

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

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

## Packet Information

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**File #:** TMP-0500, **Version:** 1

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AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 1 TO THE ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS (RFQ NO. 2017-307), FOR A NOT TO EXCEED COST OF \$85,000.00, FOR ANNUAL TASKS ASSOCIATED WITH THE RESOURCE RECOVERY PARK, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

Issue/Request:

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 1 TO THE ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS (RFQ NO. 2017-307), FOR A NOT TO EXCEED COST OF \$85,000.00, FOR ANNUAL TASKS ASSOCIATED WITH THE RESOURCE RECOVERY PARK, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

Key Issues:

- The City has entered into an On-Call Agreement with SCS Engineers to provide environmental professional engineering services (RFQ NO. 2017-307).
- The City is currently required to submit regular regulatory reports to the Missouri Department of Natural Resources (MDNR).
- The tasks specified in this Modification are required of the City for FY18 as owner of the Resource Recovery Park.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 1 TO THE ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS (RFQ NO. 2017-307), FOR A NOT TO EXCEED COST OF \$85,000.00, FOR ANNUAL TASKS ASSOCIATED WITH THE RESOURCE RECOVERY PARK, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

Background:

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

Tasks from year to year change, only when necessary, based on the anticipated scope of services needed for the upcoming year. As the landfill nears closure, many of the tasks are related to engineering support

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**File #:** TMP-0500, **Version:** 1

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regarding soil usage, landfill closure and post-closure, permit review and submittals, utility support, and planning.

Impact/Analysis:

Services are required to meet MDNR requirements.

Timeline:

Start: July 1, 2017

Finish: June 30, 2018

Other Information/Unique Characteristics:

Presenter: David Lohe, Supervisory Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 1 TO THE ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS (RFQ NO. 2017-307), FOR A NOT TO EXCEED COST OF \$85,000.00, FOR ANNUAL TASKS ASSOCIATED WITH THE RESOURCE RECOVERY PARK, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 17-**

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AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 1 TO THE ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS (RFQ NO. 2017-307), FOR A NOT TO EXCEED COST OF \$85,000.00, FOR ANNUAL TASKS ASSOCIATED WITH THE RESOURCE RECOVERY PARK, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

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

WHEREAS, Environmental tasks are required to be completed for FY18; and,

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

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri, hereby approves Modification No. 1 to the On-Call Agreement for environmental professional engineering services for the City's Resource Recovery Park, by and between the City of Lee's Summit and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers, generally for reporting to the Missouri Department of Natural Resources related to the City owned landfill at Resource Recovery Park, attached hereto and incorporated by reference as if fully set forth herein, for a not to exceed amount of \$85,000.00, and authorizes the execution of the same by the City Manager.

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

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

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

**BILL NO. 17-**

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APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

**MODIFICATION NO. 1 TO ON-CALL AGREEMENT FOR  
ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT  
(ORIGINAL RFQ NO. 2017-307)  
FOR THE RESOURCE RECOVERY PARK**

**THIS MODIFICATION NO. 1** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City"), and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an On Call Agreement for Environmental Professional Engineering Services Yearly Contract (RFQ No. 2017-307) ("Base Agreement"); and

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

**WHEREAS**, City and Engineer desire to modify Article I of the Base Agreement to specify and authorize the performance of certain On-Call Services.

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

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

Article I of the Base Agreement is hereby amended to specify and authorize the performance of the following On-Call Services:

**Task 1: Landfill Airspace Volume Calculations**

Engineer will provide services associated with the preparation of the 2018 annual volume calculations for the Lee's Summit Resource Recovery Park (LSRRP) sanitary landfill. Services will include subcontracting with a topographic mapping firm to prepare the appropriate map of the disposal and borrow areas at the site. The City or its representatives will provide ground control as necessary. The aerial survey will be conducted around the first of March.

Engineer will prepare a final report that summarizes the project. The summary will include appropriate drawings depicting existing topography remaining landfill airspace, and remaining borrow soil. Other information will include available soil quantities, refuse placed, waste-to-soil ratio, compaction factor, fill rate, and remaining life of the landfill. The City or their Contractor will provide tonnage reports for the period of time being reviewed and other waste estimates and operational information, as necessary.

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

Engineer will prepare the 2017 update to the closure and post-closure plans for the LSRRP sanitary landfill. These updates will include appropriate modifications to the LSRRP sanitary landfill closure and post-closure plans and update the cost estimates in July 2017 as required by 10 CSR 80-2.030(f)(B) 2.D. of the Missouri Solid Waste Management Law.

**Task 3: Progress and Regulatory Meetings**

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

**Task 4: Closure Coordination**

Engineer will assist the City with preparing for closure of the landfill as requested. Assistance may include development of schedules, long-term evaluations of facility operations, or other tasks requested by the City.

**Task 5: Engineering Contract Support**

Engineer will assist the City by providing review and other information necessary to execute the third-party contract for services.

**Task 6: Little Blue Valley Sewer District (LBVSD) Permit Renewal**

The current permit allows discharge of leachate, landfill gas condensate, scale house sanitary wastewater, compost contact water, and contact water from the public disposal area to the LBVSD and expires March 18, 2018. The renewal application is due no later than December 18, 2017. Based on conversations with Ms. Lisa O'Dell with LBVSD and the recent addition of a flow meter to the northern portion of the RRP, SCS recommends the renewal application be completed in July or August 2017 to effect changes to the permit necessitated by the new flow meter. SCS will prepare the permit renewal application in accordance with LBVSD requirements and available information.

**Task 7: Flow Meter Maintenance**

Engineer will contract with George Butler Associates, Inc. to calibrate, clean, and service as necessary two Teledyne Isco 2160 Laserflow surface velocity meters at the site on a quarterly basis. A report will be provided to summarize the quarterly activities completed.

**Task 8: Tier 2 Testing and Reporting**

Tier 2 testing is required every five years to measure the concentration of non-methane organic compounds (NMOCs) being generated by the landfill waste mass. When the annual emission of NMOCs exceeds the regulatory threshold, the RRP will be required to install and operate an active gas collection and control system in accordance with New Source Performance Standards (NSPS). The regulatory threshold is currently 50 megagrams per year (mg/yr) but will decrease to 34 Mg/yr following issuance of the new landfill rules in Missouri. SCS will utilize Geoprobe® direct push technology to advance probes into the waste mass and collect samples of the gas into Summa canisters in accordance with approved methods. A qualified analytical laboratory will determine gas concentrations which will be used to calculate the emissions and determine if the RRP has exceeded the NSPS threshold for gas collection and control. A report will be prepared and submitted to the MDNR and EPA prior to the November 8, 2017 deadline.

**Task 9: Leachate and Landfill Gas System Upgrades**

Engineer will assist the City with evaluating modifications to the leachate and landfill gas control system as requested. Assistance may include development of leachate minimization techniques, potential landfill gas utilization, alternative leachate treatment or disposal options, or other long-term care options related to the landfill or facility.

**Task 10: On-Call Services**

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

**Optional Task A: Title V Draft Permit Review**

As MDNR finalizes review of the air construction permit and Title V renewal applications submitted in December 2014, Engineer will review the draft permits and provide comments. Engineer may also be asked to provide more information to MDNR for their review of the submitted permit applications.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

Article IV-A. of the Base Agreement is hereby amended to incorporate the following:

The cost of all On-Call Services added under Article I of this Modification No. 1 shall be billed hourly at the rates set forth in Exhibit A to the Base Agreement. Expenses incurred to provide such On-Call Services shall also be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the On-Call Services added under Article 1 of this Modification No. 1 shall not exceed the total sum of eighty-five thousand dollars (\$85,000.00). The total fees (hourly fees and expenses) for each task shall not exceed the amount identified in the table below:

FY 2018 Task		Budget
1	Airspace Analysis	\$ 20,000.00
2	Closure/Post-Closure Cost Updates	\$ 3,689.00
3	Progress and Regulatory Meetings	\$ 6,500.00
4	Closure Coordination	\$ 3,500.00
5	Engineering Contract Support	\$ 5,000.00
6	LBVSD Permit Renewal	\$ 3,950.00
7	Flow Meter Maintenance	\$ 7,000.00
8	Tier 2 Testing and Reporting	\$ 20,000.00
9	Leachate and Landfill Gas System Upgrades	\$ 5,361.00
10	On Call	\$ 10,000.00
<b>Contract Total</b>		<b>\$ 85,000.00</b>
Optional Task A	Title V Draft Permit Review	\$ 3,000.00

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

The parties agree that all other terms and conditions of the Base Agreement not amended by this Modification No. 1 shall remain in full force and effect.

**THIS MODIFICATION NO. 1** 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 \_\_\_\_\_ 2017.

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

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

**SCS ENGINEERS:**

\_\_\_\_\_

BY: Anastasia Welch

TITLE: Vice President

ATTEST:

\_\_\_\_\_

## Exhibit A

# SCS ENGINEERS

## FY 2018 STANDARD FEE SCHEDULE

<b>Labor Category</b>	<b>Rate</b>
Senior Project Advisor .....	\$210
Senior Project Director .....	\$185
Project Director .....	\$170
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Senior Project Manager .....	\$150
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Administrative Assistant .....	\$55

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

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SCS Utility Truck .....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 5%

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

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Track-mounted Geoprobe® .....	\$750.00 per day
All Terrain Vehicle (ATV/UTV) .....	\$75.00 per day
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Generator.....	\$75.00 per day
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Flow Probe (15-foot).....	\$15 per day
Digital Camera .....	\$10 per day
Expendable Equipment, Supplies & Rentals .....	Cost + 5%

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

## Packet Information

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**File #:** TMP-0501, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH BARTLETT & WEST INC., FOR THE LANGSFORD ROAD BRIDGE REHABILITATION (RFQ NO. 44112-D) IN THE AMOUNT OF \$76,874.50 FOR A REVISED CONTRACT AMOUNT OF \$364,315.50, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH BARTLETT & WEST INC., FOR THE LANGSFORD ROAD BRIDGE REHABILITATION (RFQ NO. 44112-D) IN THE AMOUNT OF \$76,874.50 FOR A REVISED CONTRACT AMOUNT OF \$364,315.50, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME

Key Issues:

- The Langsford Road Bridge Rehabilitation (which is under Langsford Road at the intersection of SE Ridgeview Drive) is an existing, double barrel, Corrugated Metal Pipe (CMP) storm water culvert
- The project is included in the current Capital Improvement Plan and will be funded by the Capital Improvements Sales Tax and is incorporated into the FY 2017-2018 budget.
- In 2012, City Staff issued RFQ No. 44112-D to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement policies, and Bartlett & West was determined to be the top ranking firm
- For this modification, Bartlett & West satisfactorily conducted negotiations for the scope and fee with City Staff
- Engineering services include design, bidding assistance, and inspection services during construction

Proposed Committee Recommendation:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH BARTLETT & WEST INC., FOR THE LANGSFORD ROAD BRIDGE REHABILITATION (RFQ NO. 44112-D) IN THE AMOUNT OF \$76,874.50 FOR A REVISED CONTRACT AMOUNT OF \$364,315.50, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

Background:

The initial agreement was executed in 2012 and included three major elements:

- 1) The design of a replacement culvert under SW Murray Road, south of the 3rd Street intersection. The Murray Road culvert replacement project was successfully completed in the summer of 2016.
- 2) Evaluation of the Chipman Road Bridge over the Union Pacific Railroad. The Engineer has submitted an

evaluation of this bridge, and City staff used this information to develop design plans for repairs to this bridge. The contract to repair this bridge is awarded, and the repairs should be completed over the summer.

3) Evaluation of three CMP sites, two on Ward Road and the Langsford Road Bridge.

The Langsford Road Bridge report concluded the flow lines of the CMP have rusted and in some areas there are holes in the flow line of the CMP. The term “bridge” is used because of its open span length of both pipes is greater than 20 feet when combined, even though it is an underground culvert. The structural integrity of the CMP was not considered compromised, but the report recommended preventive and corrective maintenance be undertaken in order to mitigate additional deterioration that would likely jeopardize the structural integrity of the bridge. A failure in the bridge would cause Langsford Road to be closed and incur a significantly higher cost to repair.

A corrective action matrix was submitted with the report. The matrix included estimated costs and estimated life expectancy for two types of repairs and full replacement of the CMP with a reinforced concrete box. The full replacement option is the costliest option but gives the longest life expectancy. One repair option that was studied is a complete lining of the CMP with a special concrete mixture. This technology is relatively new so the life expectancy has not been validated, and the cost is nearing that of the full replacement option.

The other repair option is building a concrete flow line within the CMP, which is the basis for the scope of services in this contract. The concrete flow line is time tested, about one-tenth the cost of the other options, and has a life expectancy of 10 to 20 years.

The special concrete mixture option was eliminated because it is a newer technology for which the life expectancy has not been validated, and the estimated cost is extremely high. The full replacement is not an option to pursue at this time because the pipe is still structurally sound. However, it may need to be considered in the future. The concrete flow line was chosen as the most cost effective solution that could give the CMP an extra ten years of life, and perhaps longer depending on the performance of the concrete flow line. The concrete flow line repair can also be undertaken without any disruptions to traffic.

Impact/Analysis:

[Enter text here]

Timeline:

Start: June 2017

Finish: March 2018

Other Information/Unique Characteristics:

Bartlett & West will also perform all construction inspection activities for this project because the work will be performed within a confined space requiring specialized training and equipment.

Presenter: Scott Ward, Senior Staff Engineer

Recommendation:

Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH BARTLETT & WEST INC., FOR THE

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**File #:** TMP-0501, **Version:** 1

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LANGSFORD ROAD BRIDGE REHABILITATION (RFQ NO. 44112-D) IN THE AMOUNT OF \$76,874.50 FOR A REVISED CONTRACT AMOUNT OF \$364,315.50, 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 THE EXECUTION OF MODIFICATION NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH BARTLETT & WEST INC., FOR THE LANGSFORD ROAD BRIDGE REHABILITATION (RFQ NO. 44112-D) IN THE AMOUNT OF \$76,874.50 FOR A REVISED CONTRACT AMOUNT OF \$364,315.50, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City and Engineer entered into an Agreement for professional engineering services which included the Murray Road Culvert Rehabilitation and Bridge Evaluation Services that allows for additional work to be added to it; and,

WHEREAS, the City desires to initiate repairs of the Langsford Road Bridge in order to increase its service life; and,

WHEREAS, this project is approved in the Capital Improvement Plan (CIP), and funded by the CIP Sales Tax; and,

WHEREAS, City and Engineer desire to modify Articles I, IV and V of the Base 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 Modification No. 1, RFQ No. 44112-D, to the professional engineering services agreement with Bartlett & West, Inc., generally for purpose of the provision of engineering services to design the Langsford Road Bridge Rehabilitation, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

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

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Mayor Randall L. Rhoads

ATTEST:

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City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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Nancy K. Yendes, Chief Counsel of Infrastructure and Planning

**MODIFICATION NO. 1 TO AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR LANGSFORD ROAD BRIDGE REHABILITATION (RFQ NO. 44112-D)**

**THIS MODIFICATION TO AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Bartlett & West, Inc., (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated April 10, 2012 (Project 44112-D) for professional engineering services for Murray Road Culvert Replacement and Bridge Evaluation Services (hereinafter "Base Agreement"); and

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

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

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

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

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

Article I of the Base Agreement is hereby amended as follows:

The Base Agreement is hereby amended to add services to be provided by Engineer related to the design and construction services for the Langsford Road Bridge Rehabilitation as set forth in Exhibit A attached hereto and incorporated by reference as if fully set forth herein.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

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

For the services performed by Engineer pursuant to the Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with the Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of three hundred sixty-four thousand three hundred fifteen dollars and fifty cents (\$364,315.50).

- A. The additional compensation to be paid to Engineer for the amended Basic Services described in Article I above shall not exceed the total sum of seventy-six thousand eight hundred seventy-four dollars and fifty cents (\$76,874.50). The total fees (hourly fees and expenses) for the Basic Services are hereby amended and shall not exceed the total sum of three hundred thirteen thousand three hundred thirty-six dollars and fifty cents (\$313,336.50).
- B. The compensation to be paid to Engineer for the Optional Services described in Article II above shall remain unchanged and not exceed the total sum of fifty thousand nine hundred seventy-nine dollars and no cents (\$50,979.00).
- C. No Changes

**ARTICLE V  
COMPLETION TIME**

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

- |                                 |           |
|---------------------------------|-----------|
| A. <b>Basic Services</b>        | July 2018 |
| B. <b>Optional Services</b>     | No change |
| C. <b>Construction Services</b> | No change |

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

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

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

**IN WITNESS WHEREOF**, the parties have caused this Modification to Agreement to be executed on the \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

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

**ENGINEER:**

\_\_\_\_\_  
BY: Robert A. Gilbert, P.E.  
TITLE: Office Leader

ATTEST:

\_\_\_\_\_  
Todd Kempker, P.E.  
Project Manager

**BARTLETT & WEST, INC.**  
**2017 SCHEDULE OF HOURLY CHARGES**  
**Effective January 1, 2017**

Engineer XI/Landscape Arch XI	\$253.00	Right-of-Way Technician VI	\$136.00
Engineer X/Landscape Arch X	230.00	Right-of-Way Technician V	126.00
Engineer IX/Landscape Arch IX	217.00	Right-of-Way Technician IV	114.00
Engineer VIII/Landscape Arch VIII	202.00	Right-of-Way Technician III	104.00
Engineer VII/Landscape Arch VII	186.00	Right-of-Way Technician II	91.00
Engineer VI/Landscape Arch VI	171.00	Right-of-Way Technician I	79.00
Engineer V/Landscape Arch V	159.00		
Engineer IV/ Landscape Arch IV	149.00	GIS Coordinator IX	\$253.00
Engineer III/Landscape Arch III	136.00	GIS Coordinator VIII	240.00
Engineer II/Landscape Arch II	125.00	GIS Coordinator VII	228.00
Engineer I/Landscape Arch I	113.00	GIS Coordinator VI	212.00
		GIS Coordinator V	201.00
		GIS Coordinator IV	182.00
		GIS Coordinator III	167.00
		GIS Coordinator II	150.00
		GIS Coordinator I	138.00
Engineering Technician XI	\$190.00	GIS Developer/DBA V	\$182.00
Engineering Technician X	161.00	GIS Developer/DBA IV	171.00
Engineering Technician IX	147.00	GIS Developer/DBA III	159.00
Engineering Technician VIII	132.00	GIS Developer/DBA II	148.00
Engineering Technician VII	120.00	GIS Developer/DBA I	136.00
Engineering Technician VI	111.00		
Engineering Technician V	104.00	GIS Analyst V	\$147.00
Engineering Technician IV	96.00	GIS Analyst IV	135.00
Engineering Technician III	88.00	GIS Analyst III	124.00
Engineering Technician II	81.00	GIS Analyst II	112.00
Engineering Technician I	75.00	GIS Analyst I	101.00
Surveyor X	\$202.00	GIS Technician IV	\$102.00
Surveyor IX	184.00	GIS Technician III	91.00
Surveyor VIII	167.00	GIS Technician II	80.00
Surveyor VII	153.00	GIS Technician I	67.00
Surveyor VI	142.00		
Surveyor V	126.00	Project Coordinator VII	\$240.00
Surveyor IV	113.00	Project Coordinator VI	207.00
Surveyor III	102.00	Project Coordinator V	190.00
Surveyor II	89.00	Project Coordinator IV	161.00
Surveyor I	78.00	Project Coordinator III	144.00
		Project Coordinator II	133.00
		Project Coordinator I	119.00
Survey Technician VIII	\$142.00	Systems Analyst	\$184.00
Survey Technician VII	126.00	Systems Administrator	138.00
Survey Technician VI	113.00	Systems Technician	92.00
Survey Technician V	98.00		
Survey Technician IV	87.00	Administrator VI	\$144.00
Survey Technician III	76.00	Administrator V	127.00
Survey Technician II	67.00	Administrator IV	112.00
Survey Technician I	61.00	Administrator III	95.00
		Administrator II	86.00
		Administrator I	76.00
Construction Eng. Tech IX**	\$167.00	Administrative Technician V	\$83.00
Construction Eng. Tech VIII	156.00	Administrative Technician IV	75.00
Construction Eng. Tech VII	147.00	Administrative Technician III	67.00
Construction Eng. Tech VI	135.00	Administrative Technician II	61.00
Construction Eng. Tech V	125.00	Administrative Technician I	55.00
Construction Eng. Tech IV	113.00		
Construction Eng. Tech III	99.00		
Construction Eng. Tech II	87.00		
Construction Eng. Tech I	79.00		
Right-of-Way Specialist IV	\$240.00		
Right-of-Way Specialist III	190.00		
Right-of-Way Specialist II	165.00		
Right-of-Way Specialist I	147.00		

\*\*Formerly Field Representative category

The listed rates are subject to annual adjustment January 1 of each year

BWR-2017

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FOR**  
**LANGSFORD ROAD CULVERT REHABILITATION**

**TASK 1 – PRELIMINARY PLANS**

- 1.1 Perform site visit to inspect culvert including; invert, joints, and connected pipes.
- 1.2 Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:
  - 1.2.1 Cover Sheet
  - 1.2.2 General Notes/Typical Sections (4 sheets assumed)
  - 1.2.3 Storm Sewer Plan Sheet (1 sheet assumed)
- 1.3 Update hydraulic model to determine allowable thickness of grouted bottom.
- 1.4 Prepare and submit permits expected to include:
  - 1.4.1 USACE 404 permit
  - 1.4.2 Floodplain development permit
  - 1.4.3 No-rise certification
- 1.5 Submit one set of preliminary plans. Plans will be submitted in PDF form.
- 1.6 Update opinion of probable cost.
- 1.7 Coordinate with the City on plan and specification revisions

**TASK 2 – FINAL PLANS**

- 2.1 Address comments from the City and develop final plans. The plans are anticipated to include:
  - 2.1.1 Cover Sheet
  - 2.1.2 General Notes/Typical Sections (4 sheets assumed)
  - 2.1.3 Storm Sewer Plan Sheet (1 sheet assumed)
  - 2.1.4 Erosion Control Plan (2 sheets assumed)
- 2.2 Prepare draft Project Special Provisions and Division 0, 1, 2 specifications. Submit plans and specs to the City. Provide plans in PDF format and specs in PDF and Microsoft Word format.
- 2.3 Create and submit tabulation of quantities and opinion of probable construction costs.
- 2.4 Hold a meeting at the City office to review plans, specifications and cost estimate. Compile and distribute minutes.
- 2.5 Submit final signed and sealed plans to the City. The plans will be submitted in both PDF and hard copy form.

**TASK 3 – PROJECT MANAGEMENT AND COORDINATION**

- 3.1 No additional meetings are included in this scope of services.
- 3.2 Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.
- 3.3 Administration and Coordination
  - 3.3.1 Perform duties necessary for administration of project contract and subconsultant contracts. Prepare and administer project expenses and invoicing to City.

3.3.2 General communication with City. This includes email updates, phone conversations, and general correspondence on approximately twice a month during the course of the project.

#### **TASK 4 – BIDDING PHASE SERVICES**

- 4.1 City to prepare advertisement for Bid Opening.
- 4.2 Attend prebid meeting at City office. City to compile and distribute meeting minutes.
- 4.3 Contractor correspondence during bidding.
- 4.4 Addendum preparation (assumes 1 addendum).
- 4.5 Attend Bid Opening. Assist City with evaluation of bids. City to prepare tabulation of bids.

#### **TASK 5 – CONSTRUCTION PHASE SERVICES**

- 5.1 Attend preconstruction meeting at City office. City to compile and distribute meeting minutes.
- 5.2 Review shop drawings and certifications.
- 5.4 Provide full-time construction observation (assumes 4 weeks).
- 5.5 Attend final field walkthrough.
- 5.6 Prepare As-built plans.
- 5.7 Submit record drawings.



**Project Location**

**ROYAL ACRES**  
910

**LANGSFORD LANDING**  
920

**WESTWIND ESTATES**

**SUMMIT RIDGE**

**VILLAGE OF SUMMIT EAST**

**NOELEN ACRES**

NE RICE RD

NE LANGSFORD RD

NE LANGSFORD RD

NE LANGSFORD RD

SE RIDGEVIEW DR

NE WESTWIND DR

DR

## Packet Information

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**File #:** 2017-1201, **Version:** 1

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Discussion - 5th Terrace Project and Alternate Capital Improvement Project Considerations

Issue/Request:

Discussion - 5th Terrace Project and Alternate Capital Improvement Project Considerations

Background:

The City Council Public Works Committee has requested reconsideration of project priorities, in particular the 5th Terrace Project among the list of Capital Improvement Projects developed when the 5th Terrace Project was recommended and funded by City Council in 2016. The discussion may clarify project alternatives, previous goals established for project priority, information about 5th Terrace Project and other projects that remain unfunded. The discussion should either confirm the 5th Terrace Project priority or identify a higher priority project in lieu thereof for further consideration by the City Council.

Presenter: Michael Park, City Traffic Engineer

**LEGEND:**

Priority in Category (Overall Priority)

Year - Based on Capacity Limits and/or Improvements Required for Forecasted Development (Existing Roads)

\$ is < \$1M, \$\$ is \$1M to \$5M, \$\$\$ is \$5M to \$10M, \$\$\$\$ is > \$10M

Council Recommended & Funded by 2007 Sales Tax Balance

Council Recommended & Funded by 2017 Sales Tax Renewal

Funded & Constructed by Development Activity

**Thoroughfare/Major Projects (TFMP Draft)**

ID	Priority	Market Target	Route	From	To	Improvement Description	Benefit				Cost	Year	Notes
							Safety	Operation	Livability	Economic			
1	Funded	X	Blackwell Road and US-50 Interchange			Construct new interchange	●	●	●	●	\$\$\$\$	In-Construction	2016
2	Funded	X	Blue Parkway	South of Colbern Road	Colbern Road	Re-alignment		●	○	●	\$\$	Completed	2015
3	Funded	X	Chipman Road	View High Drive	Bent Tree Drive	Improve to 3-lane	●	●	○	○	\$\$	Committed	
4	Funded	X	Jefferson Street	Market Steet	Persels Road	Improve to 3-lane	●	●	●	●	\$\$	In-Construction	2015
5	Funded	X	Lee's Summit Road	Colbern Road	Gregory Boulevard	Improve to 3/5-lane	●	●	●	●	\$\$\$	In-Construction	2015
6	Funded	X	M-291 and US-50 Interchange			Construct new interchange	●	●	●	●	\$\$\$\$	Committed	2016
7	Funded	X	Sloan Street	Tudor Road	Victoria Drive	Construct 2-lane		●	●	●	\$	Completed	2015
8	Funded	X	Strother Road	Lee's Summit Road	Ralph Powell Road	Re-alignment as 2-lane	●	●	○	●	\$\$	Completed	2015
9	Funded	X	Tudor Road	Ward Road	Main Street	Construct 4-lane		●	●	●	\$\$\$	In-Construction	2016
10	Funded		Ward Road	M-150	County Line Road	Improve to 3-lane	●		●		\$\$	Committed	
11	3 (12)		3rd Street	Murray Road	Pryor Road	Improve to 5-lane	●	●	●		\$\$	2025	Traffic
12	4 (13)		5 <sup>th</sup> Terrace	Country Lane	Greenbridge Drive	Construct 2-lane		●	●		\$		Existing Gap
13		X	Ball Drive	Colbern Road	Todd George Parkway	Construct 3-lane		○		●	\$\$	2025	Planned Road
14			Bowlin Road	Lakewood Way	Lake Jacomo	2/3 Lane Roadway	○	○	●	●	\$\$	2025	Economic/Traffic
15			Cheddington Drive	Ascot Drive	M-291 Outer Road	Construct 2-lane		○	●	○	\$		Existing Gap
16			Cheddington	M-150	Hook Road	New Roadway		○	●	●	\$\$		Planned Road
17	10		Chipman Road	Todd George Parkway	Lyon Drive	Construct 2-lane		●	●	○	\$ or \$\$	2025	Planned Road
18			Chipman Road	M-291	Birchwood Dr	Construct 2/3-lane		○	●		\$\$\$	2040	Planned Road
19	12	X	Colbern Road	Blue Parkway	Douglas Road	Improve to 4/5-lane	●	●	●	●	\$\$\$	2025/2040	Economic/Traffic
20	1 (8)	X	Commerce Drive	Main Street	Tudor Road	Construct 2/3-lane		●	○	●	\$		Planned Road
21			County Line Road	City Limit	Ward Road	Interim 2-lane	○		○	○	\$\$		Unimproved
22			Doc Henry Road	M-150	City Limit	Interim 2-lane	●		●	○	\$\$		Unimproved
23	11		Gateway Drive	Delta School Road	Gateway Drive	Construct 2-lane		●	●		\$		Existing Gap
24			Gateway Drive/Jamestown Drive	Kenwood Drive	Bowlin Road	Construct 2-lane		●	●	○	\$	2040	Planned Road
25			Hamblen Road	Thompson Dr	S. City Limit	Interim 2-lane	●		○	○	\$\$\$		Unimproved
26		X	Hamblen Road	US-50	Bailey Road	Improve to 4/5-lane	○	●	○	●	\$\$	2040	Capacity
27			Hook Road	W. City Limit	M-291	Urban Section/Widening	○	●	○	●	\$\$\$	>2040	Long-Term Traffic

28		X	Independence Avenue	Newport Drive	Strother Road	Construct 2-lane		◐	●	○	\$\$		Planned Road
29	2 (9)	X	Jefferson Street	Persels Road	Oldham Parkway	Reconstruct 2/3-lane	○	○	◐	●	\$\$	2025	Economic/Traffic
30			Langsford Road	Blackwell Road	City Limit	Urban Section/3-Lane Improvement	○		◐		\$\$		Livability
31		X	Lee's Summit Road	Colbern Road	City Limit	Improve to 5-lane		◐		◐	\$\$	>2040	Long-Term Traffic
32			Lido Drive	Raintree Drive	Stacey Drive	Construct 2-lane		○	●		\$		Existing Gap
33	8		Longview Boulevard	Longview Road	Scherer Road	Construct 2/3-lane		◐	●	◐	\$\$	2025	Economic/Traffic
34			Longview Boulevard	Scherer Road	Hook Road	Construct 2/3-lane		○	◐	●	\$\$	2040	Long-Term Traffic
35		X	Main Street	Chipman Road	Colbern Road	Interim 2-lane	◐	○	◐	○	\$\$		Unimproved
36	9	X	Main Street	Chipman Road	Colbern Road	Improve to 3-lane	◐	○	◐	●	\$\$\$		Economic/Traffic
37			N/S connection west of M-291	Hook Road	Scherer Road	New Roadway			◐	●	\$\$\$	2040	Planned Road
38		X	NE quad M-291/M-150	M-150	Stuart Road	Interim 2-lane	○	○	◐	●	\$\$\$\$	2040	w/ Development
39		X	Oldham/New Rd	M-291	Bailey Road	New Commercial Collector		○	○	●	\$\$	2025	Planned Road/Private Road
40		X	Oldham Parkway	Ranson Road	Blackwell Road	Interim 2-lane/Improved Urban		○	◐	●	\$\$	2025	Planned Road
41	6	X	Pryor Road	I-470	Colbern Road	Improved Roadway	●	◐	◐	◐	\$\$\$	2025	Economic/livability
42			Pryor Road	County Line	South City Limit	Interim 2-lane			◐	○	\$		Unimproved
43			Pryor Road	Napa Valley Dr	County Line Road	Interim 2-lane			◐	◐	\$		Unimproved
44	7		Pryor Road	M-150	Longview Road	Urban Section/Widening	○	◐	●	●	\$\$\$\$	2025/2040	Traffic
45			Ranson Road	Bailey Road	South City Limit	Interim 2-lane	◐	○	◐	◐	\$\$\$		Unimproved
46			Ranson Road	Bailey Road	South City Limit	Interim to Urban	○		○	◐	\$\$\$	>2040	Traffic
47		X	Rice Rd/Langsford Rd			Re-Alignment/New Construction	●	●	○	○	\$\$\$	2025	Traffic/Safety
48			Sampson Road	Hook Road	Scherer Road	Interim 2-lane	◐		○	○	\$\$		Unimproved
49	5		Scherer Road	Sampson Road	Jefferson Street	Interim 2-lane	●	○	◐	◐	\$\$\$\$		Safety
50			Scherer Road	Sampson Road	M-291	Urban Section/Widening	○	◐	◐	◐	\$\$\$\$	>2040	Long-Term Traffic
51		X	SE quad M-291/M-150			New Roadways		○	○	●	\$\$	2040	w/ Development
52			Stoney Creek Drive	Whistle Drive	Georgetown Drive	Construct 2-lane		◐	●		\$		Existing Gap
53		X	Strother Road	Lee's Summit Road	Hagan Road	Urban Section/Widening		○	◐	◐	\$\$\$	>2040	Long-Term Traffic
54			Stuart Road	Ward Road	M-291	Interim 2-lane	◐		◐		\$\$		Unimproved
55			Todd George Parkway	Colbern Road	Woods Chapel Road	Urban Section/Widening		●	◐	●	\$\$\$	>2040	Long-Term Traffic
56			Todd George Road	Scruggs Road	Peters Drive	Interim 2-lane	◐		◐	○	\$\$		Unimproved
57			Todd George Road	Scruggs Road	Tudor Road/County Park Road	Interim 2-lane	◐		◐	○	\$\$		Unimproved
58			Tudor Road	Todd George Parkway	County Park Road	Interim 2-lane	◐		◐	○	\$\$		Unimproved
59		X	Ward Road	Chipman Road	Blue Parkway	Improve to 4-lane		◐	◐	●	\$\$	2025	Traffic/Economic
60		X	Windsor Drive	Mulberry	Deerbrook	2-lane		○	○	◐	\$\$		Existing Gap

*This table could also include conceptual Arterial and Commercial Collectors that are identified in the Thoroughfare Master Plan for large undeveloped or underdeveloped portions of the City (e.g. M-150 Corridor, Lee's Summit Road Corridor, View High Drive Corridor, Colbern Road Corridor, PRI Lands, Property East of M-291 South, Property South of Blackwell Interchange, Property Surrounding View High Interchange, etc.). These roadways would likely be development driven and consequently the associated roadway alignments are only conceptual at this time to allow for flexibility in design and unknown needs.*

**Other Thoroughfare/Major Projects (Development Only, MoDOT or KCMO Infrastructure)**

ID	Priority	Market Target	Route	From	To	Improvement Description	Benefit				Cost	Year	Notes
							Safety	Operation	Livability	Economic			
61			I-470	Woods Chapel Road	N. City Limit	Improve 6-lane	○	◐		○	\$\$\$\$	2025	MoDOT
62	2	X	US-50	3rd Street Interchange		Reconstruct	◐	◐	●	○	\$\$\$\$	2025	MoDOT
63	1	X	US-50	M-291 North Interchange		Reconstruct	●	●	●	◐	\$\$\$\$	2025	MoDOT
64		X	I-470	W. City Limit	N. City Limit	Improve 8-lane	◐	●		◐	\$\$\$\$	2025	MoDOT
65		X	US-50	I-470	E. City Limit	Improve 6-lane	◐	●		●	\$\$\$\$	2025	MoDOT
66	3	X	US-50	Chipman Road Interchange		Reconstruct	◐	◐	●	○	\$\$\$\$	2025	MoDOT
67			Ranson Road	Bailey Road	S. City Limit	Improve 4/5-lane		○	◐	○	\$\$\$\$	2040	MoDOT
68		X	M-291 N	US-50	I-470	Improve 6-lane	○	◐	●	◐	\$\$\$\$	2040	MoDOT
69		X	M-291 S	M-150	S. City Limit	Improve 4-lane	○	◐		○	\$\$\$\$	2025	MoDOT
70			Lee's Summit Road	Gregory Road	N. of Anderson	Improve 4-lane	●	○	●	○	\$\$\$\$	2025	Kansas City, MO
71		X	New Roadways	Between Colbern & I-470/Between M-350 and Douglas		New Roadways		○	●	●	\$\$		Development Master Plan
72		X	New Roadways	East of View High Drive		New Roadways			●	●	\$\$		Development Master Plan
73		X	Hook Road Interchange	Includes Jefferson Street Outer Road		New Interchange	◐	◐	○	●	\$\$\$\$	2040	Long-Term Traffic
74		X	I-470 & M-291/Colbern Interchange	Reconstruct Interchange		Reconstruct Interchange	●	●	○	●	\$\$\$\$	2040	MoDOT
75		X	New Roadways	South of US 50 at Blackwell Rd		New Roadways			●	●	\$\$		Development Master Plan
76			163rd Street	Ward Road	M-291	Interim Road	○		○		\$\$		County
77		X	Ranson Road	US-50	Bailey Road	Urban Section/Widening	○	●	○	○	\$\$\$	2025	Traffic

## Minor Projects/Local Projects (Non-Thoroughfare Master Plan)

ID	Priority	Market Target	Route	From	To	Improvement Description	Benefit				Cost	Year	Notes
							Safety	Operation	Livability	Economic			
78	8	X	3rd Street	Downtown	M-291	Reconstruct 2/3-lane	○		●	○	\$\$		Livability
79	7	X	3rd Street	US-50	Downtown	Reconstruct 2/3-lane	○		●	○	\$\$		Livability
80	5 (16)		Blackwell Road	Shenandoah Dr	Langsford Rd	Livability/Median	○		●		\$		Livability
81		X	Blue Parkway	I-470	South of Colbern	Reconstruct divided 4-lane	○		●	○	\$\$		Economic/Livability
82		X	Douglas Street	Chipman Road	Tudor Road	Add Turn Lanes (5th Lane)	●	○		●	\$\$		Safety/Economic
83	4 (15)	X	Douglas Street	Downtown	Chipman Road	Reconstruct 2/3-lane	○		●	○	\$\$		Livability
84		X	Douglas Street	Downtown	Blue Pkwy	Reconstruct 2/3-lane	○		●		\$\$		Livability
85			Eastridge Street	Grand Street	2nd Street	Removal/Alignment	○	○			\$		Safety/Operations
86		X	Grand Street	5th Street	3rd Street	Reconstruct 2-lane	○		●		\$		Livability
87		X	Grand Street	Narrow Section between Bridge and Ash Street		Reconstruct 2-lane	○		●		\$		Livability
88		X	Grand Street	Ash Street	Orchard Street	Reconstruct 2-lane	○		●		\$		Livability
89	2 (11)		Hook Road	W. City Limit	Ward Road	Add paved shoulders	●		●		\$\$		Safety/Livability
90	10	X	Independence Avenue	5th Street	Chipman Road	Reconstruct 2/3-lane		○	●		\$\$		Livability
91			Lakewood Way	Bowlin Road	N. City Limit	Add paved shoulders	●		●		\$		Livability
92	9		Langsford Road	Blackwell Rd	E. City Limit	Partial Road Section & Sidewalk	●	○	●		\$\$		Safety/Livability
93			Market Street	Jefferson St	5th Street	Removal/Alignment	○	○			\$		Safety/Operations
94		X	Murray Road	at O'Brien/Oldham Intersections		Reconstruct/Realign Intersections	●	●	○		\$\$		Operations/Safety
95	6	X	Pryor Road	at Chipman Road		Northbound Right Turn Lane	○	●		○	\$		Operations
96		X	Rice Road	Colbern Road	Mulberry Street	Correct Alignment/Curves	○				\$		Safety
97			Sampson	Surrey	Scherer Road	Complete Urban Section			●		\$		Livability
98	3 (14)		Scherer Road	at Heartwood		Sight Distance Improvement	●	●			\$\$		Safety
99			Smart Road	US-50	S. City Limit	Add paved shoulders	●		○		\$\$		Safety
100			Todd George Parkway	at Langsford Road/Scruggs Road		Add Turn Lanes	●	●			\$		Safety/Operations
101	1 (10)	X	Todd George Parkway	Colbern Road	Woods Chapel Road	Add paved shoulders	●		●		\$\$		Safety/Livability
102			Todd George Parkway	Langsford Rd	Shenandoah Dr	Add Turn Lanes (5th Lane)	●	●			\$\$\$		Safety/Operations
103			Ward Road	Chipman Road	2nd Street	Reconstruct 2/3-lane	●		●		\$\$		Safety/Livability
104			Ward Road	at Persels Road		Add Turn Lanes/Re-aligned Intersections	○	●			\$\$		Operations

Local Projects could include reconstruction of local/residential collectors (e.g. Green Street), other turn lane enhancements, traffic signal installations, paved shoulders on other interim roads, etc.

### Maintenance Projects (Non-Thoroughfare Master Plan)

ID	Priority	Market Target	Route	From	To	Improvement Description	Benefit				Cost	Year	Notes
							Safety	Operation	Livability	Economic			
105	3 (3)		Blackwell Pkwy	Chipman Road	Colbern Rd	Arterial Curbs	●		○		\$		Maintenance Issue
106	5 (5)		Chipman Road	Bent Tree Dr	US-50	Arterial Curbs	●		○		\$		Maintenance Issue
107	6 (6)		Colbern Road	M-291	Blackwell Pkwy	Arterial Curbs	●		○		\$		Maintenance Issue
108	9		Independence Ave	Colbern Road	Town Centre	Curbs	○		○		\$		Maintenance Issue
109	1 (1)		Langsford Road	Todd George Pkwy	M-291 Hwy	Arterial Curbs	●		○		\$		Maintenance Issue
110	7 (7)		Langsford Road	Roadway Crossing		Bridge/Culvert Replacement	○	●			\$		Rating of 69.6
111	10		Misc. Local Streets/Residential Collectors			Neighborhood Curbs			○		\$		Maintenance Issue
112	8		Ralph Powell Rd	Strother Rd	Woods Chapel Road	Curbs	○		○		\$		Maintenance Issue
113	2 (2)		Todd George Parkway	Colbern Road	Langsford Road	Arterial Curbs	●		○		\$		Maintenance Issue
114	4 (4)		Ward Road	3rd Street	Longview Road	Arterial Curbs	●		○		\$		Maintenance Issue
115			Ward Road	Crossing Near Persels		Bridge/Culvert Replacement	○	●			\$		Rating of 82.5
116			Ward Road	Crossing Near Longview		Bridge/Culvert Replacement	○	●			\$		Rating of 87.5
117			Windsboro Drive	Crossing South of Langsford		Bridge/Culvert Replacement	○	●			\$		Rating of 99.9

### Other "Transportation" Projects (Non-Thoroughfare Master Plan)

ID	Priority	Market Target	Description	Benefit				Cost	Year	Notes
				Safety	Operation	Livability	Economic			
118		X	Arterial Street Lights	●		●		\$ or \$\$		
119		X	Colbern Road from Douglas to Town Centre - Path Connection	○		●		\$	2025	
120		X	Colbern Road from Main Street to Douglas - Path Connection	○		●		\$	2025	
121		X	Commercial Collector Street Lights	○		●		\$ or \$\$		
122		X	Downtown Parking Garage		○	●	●	\$\$	2025	
123			Ranson Road from Happy Tails Park to James A. Reed - Path Connection	○		●		\$	2025	
124		X	Sidewalk Gaps - Citywide Program (Tier Based Priority)	●		●		\$ or \$\$		