



## The City of Lee's Summit

### Final Agenda

#### Public Works Committee

Monday, December 2, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order
- D. Roll Call
1. Approval of Agenda
2. Approval of Action Letter
  - A. [2019-3159](#) Approval of the November 4, 2019 Action Letter.
3. Public Comments
4. **Business**
  - A. [TMP-1409](#) An Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix B; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit.  
  
*Presenter:* Erin Ralovo, Public Works Staff Engineer
  - B. [TMP-1411](#) An Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix A; Schedule of Speed Limits, for certain streets and segments of streets located in the City of Lee's Summit.  
  
*Presenter:* Erin Ralovo, Public Works Staff Engineer
  - C. [TMP-1420](#) An Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and Spire Energy in the amount of \$1,197,009.00 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same.  
  
*Presenter:* Craig Kohler, Senior Staff Engineer

- D. [TMP-1423](#) An Ordinance authorizing the execution of Modification No. 1 to agreement dated August 23, 2018 (RFQ No. 2018-064) for professional engineering services for Sanitary Sewer Modeling, Hydraulic Capacity and Design Services with HDR, Inc., for an increase of \$340,875.00 with an amended not to exceed amount of \$492,205.00, and authorizing the City Manager to enter into an agreement for the same.

**Presenter:** Jeff Thorn, Water Utilities Assistant Director of Engineering Services

- E. [TMP-1425](#) An Ordinance authorizing execution of Addendum No. 7 to On-Call Agreement for Water and Wastewater Professional Engineering Services Yearly Contract with Olsson Associates Inc. (Original RFQ No. 2016-042-2) for tasks associated with Water Tower Re-Coating Construction Phase Services for a not to exceed cost of \$159,548.00, and authorizing the City Manager to enter into an agreement for the same.

**Presenter:** Jeff Thorn, Assistant Director Water Utilities

- F. [TMP-1431](#) An Ordinance approving Change Order No. 2 to the contract with J&N Utilities, Inc. for the Harris Road watermain replacement project, an increase of \$20,336.80 for a revised contract price of \$425,545.60.

**Presenter:** Michael Anderson, Construction Manager

- G. [TMP-1433](#) An ordinance approving Change Order No. 2 to the contract with B. Dean Construction, LLC, for the Fire Station Number 3 project, a decrease of \$9,288.42 for a revised contract price of \$5,508,324.07 and an increase of 57 calendar days to reach substantial and final completion.

**Presenter:** Michael Anderson, Construction Manager

- H. [TMP-1434](#) An Ordinance approving Change Order No. 2 to the contract with TASC0, LLC for the Streambank Stabilization Projects: NE Bristol Drive & NE Douglas Street, an increase of \$10,950.00 for a revised contract price of \$383,520.00.

**Presenter:** Michael Anderson, Construction Manager

- I. [TMP-1437](#) An Ordinance approving Change Order No. 2 to the contract with Westland Construction, Inc. for the FY19 Watermain Replacement project, an increase of \$24,173.35 for a revised contract price of \$1,303,042.50.

**Presenter:** Michael Anderson, Construction Manager

- J. [TMP-1432](#) An Ordinance authorizing the execution of Modification No. 4 to the agreement with George Butler Associates, Inc. for Professional Engineering Services for SW Jefferson St. from Persels Road to Oldham Parkway (RFQ No. 419-32272) in the amount of \$58,721.24 for a revised not to exceed contract amount of \$388,513.24, and authorizing the City Manager to execute an agreement for the same.

**Presenter:** George Binger III, P.E., Deputy Director of Public Works / City Engineer

- K. [TMP-1436](#) An Ordinance authorizing the execution of Modification No. 1 to the agreement dated July 16, 2019 (RFQ No. 543-32272) for professional engineering services for 4 Stormwater Improvement Projects with Lamp Rynearson, for an increase of \$11,900.00 with an amended not to exceed amount of \$171,700.00, and authorizing the City Manager to enter into an agreement for the same.

**Presenter:** George Binger, Deputy Director of Public Works/City Engineer

- L. [TMP-1447](#) An Ordinance authorizing the execution of a “Cost-Share Agreement, Wayfinding System Plan, Planning Sustainable Places Program” by and between the City of Lee's Summit, Missouri, as a partner with fourteen other local agencies identified in said Agreement, and the Mid-America Regional Council.

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

5. Roundtable

6. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "[lsmo.legistar.com](http://lsmo.legistar.com)"

## Packet Information

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**File #:** 2019-3159, **Version:** 1

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Approval of the November 4, 2019 Action Letter.

Issue/Report:

Approval of the November 4, 2019 Action Letter.

Key Issues:

Proposed Committee Motion:

I move for approval of the Action Letter dated November 4, 2019.

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

Monday, November 4, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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

The November 4, 2019 Public Works Committee meeting was called to order by Chairman Faith, at 5:33 p.m. at City Hall, 220 SE Green St., in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

D. Roll Call

**Present:** 4 - Chairperson Craig Faith  
Vice Chair Rob Binney  
Councilmember Fred DeMoro  
Councilmember Phyllis Edson

1. Approval of Agenda

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

2. Approval of Action Letter

- A. [2019-3103](#) Approval of the October 7, 2019 Action Letter.

**A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, to approve the Public Works Committee Action Letter dated October 7, 2019. The motion carried by a unanimous 4-0 vote.**

3. Public Comments

None

4. Business

- A. [BILL NO. 19-249](#) An Ordinance awarding Bid No. 42631783-C for Cedar Creek Interceptor Phase 3 to VF Anderson Builders, LLC in the amount of \$1,629,979.00 and authorizing the City Manager to enter into an agreement for the same. (PWC 11/04/19)

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

- B. [BILL NO. 19-250](#) An Ordinance awarding Bid No. 43131883-C, for the Water Tower Re-Coatings: Hook and Ranson, to Worldwide Industries Corp. in the amount of \$1,386,400.00 and authorizing the City Manager to execute an agreement for the same. (PWC 11/04/19)

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

- C. [BILL NO. 19-251](#) An Ordinance awarding Bid No. 42831583-C, for the Tudor Road Pump Station Odor Control Improvements, to Mega Industries Corp. in the amount of \$881,390.00 and authorizing the City Manager to execute an agreement for the same. (PWC 11/04/19)

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

- D. [BILL NO. 19-252](#) An Ordinance authorizing the execution of a Mid-America Regional Council-Solid Waste Management District grant agreement by and between the City of Lee's Summit, Missouri, and the Mid-America Regional Council-Solid Waste Management District, granting funds in the amount of \$42,189 for the purchase of recycling roll-off containers for use by the Solid Waste Division. (PWC 11/04/19)

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

- E. [BILL NO. 19-253](#) An Ordinance approving Change Order #3 to the contract with Second Sight Systems, L.L.C. for the SCADA System improvements project, an increase of \$22,104.47 for a revised contract price of \$442,510.13. (PWC 11/04/19)

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

## 5. Roundtable

Councilmember Binney requested further information on the timeline of purchasing bins and opening the South Recycling Center, including materials, times, and how it will be staffed. Chris Bussen, Solid Waste Superintendent, gave the response that the timeline is about 3 to 4 months for reopening. A draft for the bid for containers has been started and should be out within the next few weeks. There is a 6-8 week order timeframe for steel for the containers. There is currently an executed contract for the glass recycling portion with Ripple who has agreed to sign at no cost. Hours of service will be Monday through Saturday, excluding holidays, with the same hours as the PDA.

With rebidding of the north or south recycling option, KC dumpster agreed to provide staffing in place of the city staffing to save the City \$17K a year. The location will be inside the scale adjacent to the existing PDA. They will also be screening customers and there will not be a fee for the drop-off. A cardboard container is there currently for drop-off 6 days a week. Councilmember Binney, as well as Councilmember Edson, expressed disappointment that the North was not going to open as well and hoped that it will some time in the future.

Councilmember Binney asked Jeff Thorn, Assistant Director of Engineering Services - Water Utilities, about what will happen to the previous Water headquarters building. Christal Weber, Assistant City Manager for Operations, reported that staff is doing due diligence on potential uses for the property internally. They are making sure what uses could be available for the City. Some options discussed range from potential uses for public safety to space for storage and workspace for building maintenance repair.

Councilmember Binney asked Dena Mezger, Director of Public Works, about an end of construction season update. Ms. Mezger stated that projects will be closing in the next month or two and that they will have that update for the Committee in January.

Councilmember Binney mentioned the Marketplace Pavilion in downtown that was brought up previously and improvements required for stormwater underneath the area of 2nd and Green. He asked if there was anything in writing or plans detailing the work that will need to be done. Ms. Mezger said that she understood that it is just a concept right now and it is known that there are issues with the system that runs under that property. Once a design contract is entered into then staff will start looking into the details.

Councilmember Binney then requested an update on where things stand with the PRI land and know how far they were into their studies. Ms. Mezger said that City staff last met with them approximately 6 weeks ago and they were asking mainly policy and process questions. They didn't seem to have any real specific direction that they were heading. They have contacted staff again wanting to talk more and that will happen fairly soon.

Councilmember Edson mentioned a previous request for money to fund a stormwater study that was not budgeted and wondered what the next steps were. Ms. Mezger explained that she will be forwarding it as an expansion item to be considered as part of the budgeting process. So far we cannot use funds that we have available for projects right now. It will be a process requesting it in the budget and seeing where the priority falls on the funding.

Chris Bussen, Solid Waste Superintendent, wanted to remind everyone that the Recyclefest is Nov. 9 from 9 a.m. - 12 p.m. There were traffic issues with the successful event last spring so it has been moved to the Maintenance Facility,

1971 SE Hamblen Rd, since there is more space at that location. He gave a list of accepted items.

Mike Anderson, Construction Manager, gave an update on the Langsford culvert project. A change order was brought to the Committee for some work a month ago. The wait has been due to a fiber relocation. The conduit and fiber has been completed and now AT&T needs to make the connection which is scheduled for Nov. 14. Once that connection is complete the project can be started.

## 6. Adjournment

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## Packet Information

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**File #:** TMP-1409, **Version:** 1

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An Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix B; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit.

### Issue/Request:

An Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix B; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit.

### Key Issues:

These changes, additions and removals to Appendix B, Schedule of Stopping, Standing and Parking Restrictions, are proposed based upon several existing No Parking zones that have been enacted and subsequently signed/posted by the City Traffic Engineer in accordance with authorizing ordinances. Including these parking restrictions in Appendix B will ease public and policing reference and record keeping. Many of the proposed changes, additions and removals to Appendix B also simply correct various formatting and redundancy errors in the current schedule for consistency and clarity.

### Proposed Committee Motion:

I move to recommend to the City Council approval of an Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix B; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit.

### Background:

These proposed changes, additions and removals to Appendix B, Schedule of Stopping, Standing and Parking Restrictions, are made to reflect several existing No Parking zones enacted and signed/posted by the City Traffic Engineer (CTE) in accordance with other authorizing ordinances that had not been previously described in Appendix B for ease of reference and public record. Many of the proposed changes, additions and removals to Appendix B also simply correct various formatting and redundancy errors in the current schedule for consistency and clarity. Specific information related to each material amendment is noted below:

### *Section 1: No Parking*

- 3<sup>rd</sup> Street from Pryor Road to a point three hundred (300) feet east of Jefferson Street, South side - Updated to include a portion of 3<sup>rd</sup> Street east of Pryor Road that is not included in the current ordinance and in association with the 3<sup>rd</sup> Street CIP. It will be posted No Parking at the conclusion of the 3<sup>rd</sup> Street Improvements.
- 8th Street from Vista Drive to Country Lane, North side. - The extent of No Parking is changing from

the south side of the road to the north side of the road based on approved resident(s) request process and support of the CTE.

- Anderson Drive from Lakewood Boulevard to the West City Limits, both sides - Added this No Parking restriction based on roadway classification for consistency with similar roadway classifications and roadway conditions; correcting a prior omission error.
- Bingham Drive from Breon Bay to a point 160 Feet East of Bingham Place, North side - Already posted No Parking by CTE authority based on approved resident(s) request process.
- Blue Parkway within the City limits - Updated to include the new portions of Blue Parkway constructed in association with the Blackwell Interchange Project and portions Blue Parkway that transferred ownership from MODOT to City.
- Bridgehampton Way from 10<sup>th</sup> Street to Oldham Parkway, East side - Already posted No Parking by CTE authority based traffic safety improvements and congestion mitigation. This area of No Parking also had resident(s) request.
- Century Drive from Oldham Parkway to a point 575 South, West side -- Already posted No Parking by CTE authority based on resident(s) request process.
- Channel Drive from 200 feet south of Bayview Drive to Dick Howser Drive, both sides - Proposed by CTE to address safety issues after discussion with Lakewood Property Owners Association (LPOA)
- Dick Howser Drive from Channel Drive to Bittersweet Drive, both sides - Proposed by CTE to address safety issues after discussion with Lakewood Property Owners Association (LPOA)
- Independence Avenue from Langsford Road to Orchard Street, East side - Deleted due to redundancy.
- Independence Ave from 3<sup>rd</sup> Street to Colbern Road, both sides - Limits revised to include entire length of Independence Avenue based on roadway classification for consistency with similar roadway classification and roadway conditions; correcting a prior omission error.
- Lake Drive from Hickory Street to 450 Feet South, West side - Proposed by CTE to address safety issues after discussion with Lakewood Property Owners Association (LPOA).
- Lake Drive from 450 Feet South of Hickory Street to 350 Feet North of Greenview Drive, both sides - Proposed by CTE to address safety issues after discussion with Lakewood Property Owners Association (LPOA).
- Lake Drive from Greenview Drive to 350 Feet North, East side - Proposed by CTE to address safety issues after discussion with Lakewood Property Owners Association (LPOA).
- Mission Road from Scherer Road to Madison St, East side - Added By CTE to address safety and congestion issues after discussion with Results Investments, managers of the Home Owners Association and discussion with R7 School District to accommodate bus transportation.
- Madison Street from Madison Street to Scherer Road, East side - Added By CTE to address safety and

congestion issues after discussion with Results Investments, managers of the Home Owners Association and discussion with R7 School District to accommodate bus transportation.

- Oldham Parkway within the City Limit, both sides - Updated to include the new portions of Oldham Parkway constructed in association with the Blackwell Interchange Project.
- Shenandoah Drive from Todd George Parkway to Blue Parkway, both sides - Added this No Parking restriction based on roadway classification for consistency with similar roadway classifications and roadway conditions; correcting a prior omission error.
- Victoria Drive from Independence Avenue to Reed Crossing, South side - Already posted No Parking by CTE authority based on resident(s) request process.
- Wintercreek Drive from Winterpark Boulevard to a point 500 feet to the west, East side - Already posted No Parking by CTE authority based on resident(s) request process.

The remaining amendments are proposed to correct various formatting errors.

The proposed amendments do not include pending No Parking request(s) currently in process of CTE approval, No Parking restrictions that are contingent upon accepted roadway construction for CIP or development (e.g. Redbuck and Pergola Park at New Longview), or changes to downtown parking previously discussed with City Council in association with downtown (re)development projects until such activity nears completion.

Impact/Analysis:

This amendment should correct various format and other errors, clarify various No Parking restrictions, and improve public reference and record for sections of roadway that have No Parking already established based on more recent actions of the City Traffic Engineer authorized by ordinances. New areas of No Parking proposed that require City Council approval to enact are included in the amendments (i.e. Dick Howser Drive and Lake Drive). Those specific new areas of No Parking will be signed if approved by City Council (maps attached).

Timeline:

Not Applicable

Erin Ralovo, Public Works Staff Engineer

Recommendation: Staff recommends approval of an Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix B; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit.

Committee Recommendation: [Enter Committee Recommendation text here]

## **BILL NO. 19-**

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AN ORDINANCE AMENDING CHAPTER 29; TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES FOR THE CITY OF LEE'S SUMMIT, MISSOURI, BY REVISING APPENDIX B; SCHEDULE OF STOPPING, STANDING AND PARKING RESTRICTIONS, FOR CERTAIN STREETS AND SEGMENTS OF STREETS LOCATED IN THE CITY OF LEE'S SUMMIT.

WHEREAS, the City's Schedule of Stopping, Standing and Parking Restrictions, codified through Section 29-382 of the Code of Ordinances and attached as Appendix B to Chapter 29 of the Code, recites the stopping, standing and parking restrictions for various streets and segments of streets located in the City; and,

WHEREAS, a revision of certain stopping, standing and parking restrictions are found to be appropriate on the basis of engineering and traffic investigation, and the City Traffic Engineer believes that it is appropriate to amend these restrictions in the manner shown below.

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

SECTION 1. That Sec. 1, No Parking, of Appendix B, Schedule of Stopping, Standing and Parking Restrictions, in Chapter 29, Traffic and Motor Vehicles, of the Code of Ordinances, City of Lees Summit, Missouri, is hereby amended by removing the following:

- 3rd Street from a point one hundred fifty (150) feet west of Sunset Drive to a point three hundred (300) feet east of Jefferson Street, South side
- 8th Street from Vista Drive to Country Lane, South side
- Alley, north-south, from SW 3rd Street to 4th Street, and between Jefferson Street and Market Street
- Blue Parkway from 2nd Street to the North City Limit, both sides
- Hamblen Road from south city limit to US-50 Highway, both sides
- Independence Avenue from Langsford Road to Orchard Street, East side
- Independence Avenue from Chipman Road to Colbern Road, both sides
- NW Donovan Road, both sides, from NW Chipman Road to NW Ward Road
- Redbuck Circle (eastern segment) from Longview Road to Rockbridge Drive, west side
- SW Burningwood Lane, east side, from SW Eagle View Drive to SW Timbertrace Lane
- SW Eagle View Drive from SW Feather Ridge Drive to SW Pryor Road, south side
- SW Eagle View Drive from SW Feather Ridge Drive to one hundred eighty (180) feet west of SW Rambling Vine Road, north side
- SW Eagle View Drive from one hundred (100) feet west of SW Rambling Vine Road to one hundred (100) feet east of SW Rambling Vine Road, north side
- SW Eagle View Drive from fifty (50) feet west of SW Gooseberry Lane to fifty (50) feet east of SW Gooseberry Lane, north side
- SW Eagle View Drive from fifty (50) feet west of SW Suncatcher Road to fifty (50) feet east of Suncatcher Road, north side
- SW Eagle View Drive from one hundred fifty (150) feet west of SW Burningwood Lane to SW Pryor Road, north side
- SW Rambling Vine Road, west side, from SW Timbertrace Lane to SW Eagle View Drive

## **BILL NO. 19-**

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- SW Timbertrace Lane, north side, from SW Burningwood Lane to SW Rambling Vine Road
- Ward Road from O'Brien Road to Chipman Road, east side
- Wysteria Drive from Arbor Row Drive to Arborway Drive, north side

SECTION 2. That Sec. 1, No Parking, of Appendix B, Schedule of Stopping, Standing and Parking Restrictions, in Chapter 29, Traffic and Motor Vehicles, of the Code of Ordinances, City of Lees Summit, Missouri, is hereby amended by adding the following:

- 3rd Street from Pryor Road to a point three hundred (300) feet east of Jefferson Street, South side
- 8th Street from Vista Drive to Country Lane, North side
- Alley, north-south, from 3rd Street to 4th Street, and between Jefferson Street and Market Street
- Anderson Drive from Lakewood Boulevard to the West City Limit, both sides
- Bingham Drive from Breon Bay to a point one hundred sixty (160) feet east of Bingham Place, North side
- Blue Parkway within the City limits, both sides
- Bridgehampton Way from 10th Street to Oldham Parkway, East side
- Burningwood Lane from Eagle View Drive to Timbertrace Lane, East side
- Century Drive from Oldham Parkway to a point five hundred seventy five (575) feet south of Oldham Parkway, West side
- Channel Drive from a point two hundred (200) feet south of Bayview Drive to Dick Howser Drive, both sides
- Dick Howser Drive from Channel Drive to Bittersweet Drive, both sides
- Donovan Road from Chipman Road to Ward Road, both sides
- Eagle View Drive from Feather Ridge Drive to Pryor Road, South side
- Eagle View Drive from Feather Ridge Drive to a point one hundred eighty (180) feet west of Rambling Vine Road, North side
- Eagle View Drive from a point fifty (50) feet west of Gooseberry Lane to a point fifty (50) feet east of Gooseberry Lane, North side
- Eagle View Drive from a point fifty (50) feet west of Suncatcher Road to a point fifty (50) feet east of Suncatcher Road, North side
- Eagle View Drive from a point one hundred (100) feet west of Rambling Vine Road to a point one hundred (100) feet east of Rambling Vine Road, North side
- Eagle View Drive from a point one hundred fifty (150) feet west of Burningwood Lane to Pryor Road, North side
- Hamblen Road from the South City Limit to US-50 Highway, both sides
- Highland Drive from Scherer Road to Shelby Drive, East side
- Independence Avenue from 3rd Street to Colbern Road, both sides
- Lake Drive from Hickory Street to a point four hundred fifty (450) feet south of Hickory Street, West side
- Lake Drive from a point four hundred fifty (450) feet south of Hickory Drive to a point three hundred fifty (350) feet north of Greenview Drive, both sides
- Lake Drive from a point three hundred fifty (350) feet north of Greenview Drive to Greenview Drive, East side
- Madison Street from Scherer Road to Mission Road, East side

## **BILL NO. 19-**

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- Mission Road from Scherer Road to Madison Street, East side
- Oldham Parkway within the City limits, both sides
- Redbuck Circle (eastern segment) from Longview Road to Rockbridge Drive, West side
- Rambling Vine Road from Timbertrace Lane to Eagle View Drive, West side
- Shelby Drive from Highland Drive to a point eighty (80) feet south of Highland Drive, East side
- Shelby Drive from Scherer Road to a point one hundred seventy (170) feet south of Highland Drive, East side
- Shenandoah Drive from Todd George Parkway to Blue Parkway, both sides
- Timbertrace Lane from Burningwood Lane to Rambling Vine Road, North side
- Victoria Drive from Independence Avenue to Reed Crossing, South side
- Ward Road from O'Brien Road to Chipman Road, East side
- Wintercreek Drive from Winterpark Boulevard to a point five hundred (500) feet west of Winterpark Boulevard, South side
- Wysteria Drive from Arbor Row Drive to Arborway Drive, North side

SECTION 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed from and after the date of the passage and approval of this ordinance.

SECTION 4. That should any section, sentence or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

SECTION 5. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Lee's Summit, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 6. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

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Mayor William A. Baird

ATTEST:

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City Clerk Trisha Fowler Arcuri

**BILL NO. 19-**

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

## APPENDIX B. - SCHEDULE OF STOPPING, STANDING AND PARKING RESTRICTIONS<sup>[10]</sup>

Footnotes:

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**Note**— All distances are measured from the centerline of the intersecting street.

Sec. 1. - No parking.

The following streets or segments of streets shall have a "No Parking" restriction:

- 2nd Street from Blue Parkway to a point three hundred (300) feet east of Robin Road, North side
- 2nd Street from Blue Parkway to Noel Street, South side
- 2nd Street from Jefferson Street to Independence Avenue, both sides
- 3rd Street from View High Drive to Pryor Road, both sides
- 3rd Street from Pryor Road to a point two hundred twenty-five (225) feet east of Jefferson Street (alley), North side
- 3rd Street from ~~a point one hundred fifty (150) feet west of Sunset Drive~~Pryor Road to a point three hundred (300) feet east of Jefferson Street, South side
- 3rd Street from West Main Street to East Main Street, both sides
- 3rd Street from Green Street to Westwind Drive, both sides
- 3rd Terrace from M-291 Highway to a point sixty-five (65) feet east of Melody Lane, South Side
- 3rd Terrace from Claremont Street to Circleview Drive, South side
- 7th Street from property line of 908 and 910 7th Street to Kristi Lane, North side
- 7th Terrace from M-291 Highway to a point one thousand three hundred twenty (1,320) feet east of M-291 Highway, South side
- 7th Terrace from Todd George Parkway to the property line of 1724 and 1728 7th Terrace, North side
- 8th Street from Vista Drive to Country Lane, ~~South~~North side
- 13th Street from Broadway Circle to Norwood Drive, North side
- 13th Street from Norwood Drive to Newberry Drive, South side
- 14th Street from Norwood Drive to a point seventy-five (75) feet east of Norwood Drive, North side
- 14th Street from a point seventy-five (75) feet west of Lexington Avenue to Lexington Avenue, North side
- 14th Street from a point one hundred twenty (120) feet east of Norwood Drive to Lexington Avenue, South side
- Alley, east - west, from Douglas Street to Green Street, and between 2nd Street and 3rd Street
- Alley, east - west, from Douglas Street to Green Street, and between 3rd Street and 4th Street
- Alley, east - west, from Green Street to Johnson Street, and between 2nd Street and 3rd Street
- Alley, east - west, from Green Street to Johnson Street, and between 3rd Street and 4th Street
- Alley, east - west, from Market Street to Main Street, and between 2nd Street and SW 3rd Street



- Alley, north - south, from 2nd Street to 3rd Street, and between Main Street and Douglas Street
- Alley, north - south, from 2nd Street to 3rd Street, and between Douglas Street and Green Street
- Alley, north - south, from 2nd Street to 3rd Street, and between Jefferson Street and Market Street
- Alley, north - south, from 2nd Street to 3rd Street, and between Market Street and Main Street
- Alley, north - south, from 3rd Street to 4th Street, and between Main Street and Douglas Street
- Alley, north - south, from 3rd Street to 4th Street, and between Douglas Street and Green Street
- Alley, north - south, from 3rd Street to 4th Street, and between Market Street and Main Street
- Alley, north - south, from ~~SW~~ 3rd Street to 4th Street, and between Jefferson Street and Market Street
- Anderson Drive from Lakewood Boulevard to the West City Limit, both sides
- Arborpark Terrace from Arboridge Drive to Arborlake Drive, North side
- Bailey Road from M-291 Highway to Ranson Road, both sides
- Ball Drive from a point one hundred fifty (150) feet north of Ridgeview Road to Colbern Road, East side and North side
- Bayberry Lane from M-291 Highway to Westwind Drive, North side
- Bayberry Lane from M-291 Highway to Kristi Lane, South side
- Beechwood Drive from Beachwood Court to Gregory Boulevard, West side
- Bingham Drive from Breon Bay to a point one hundred sixty (160) feet east of Bingham Place, North side
- Black Twig Lane from Summerfield Drive to Lowenstein Drive, East side
- Blackwell Parkway from Scruggs Road to Colbern Road, both sides
- Blackwell Road from Oldham Parkway to Scruggs Road, both sides
- Blackwell Road and adjacent connectors between the north and south intersections with Blackwell Parkway, both sides
- Blue Parkway ~~from 2nd Street to the North City Limit~~within the City limits, both sides
- Bowlin Road from I-470 to a point one thousand five hundred seventy-five (1,575) feet east of Lakewood Way, both sides
- Bridgehampton Way from 10th Street to Oldham Parkway, East side
- Broadway Circle from a point three hundred forty (340) feet south of Broadway Court to Bailey Road, West side
- Broadway Court from Broadway Circle to a point two hundred ten (210) feet west of Broadway Circle, South side
- Broadway Drive from Oldham Parkway to a point nine hundred (900) feet south of Oldham Parkway, West side
- Browning Street from a point two hundred forty (240) feet south of Oldham Parkway to Oldham Parkway, West side
- Century Drive from Oldham Parkway to a point five hundred seventy five (575) feet south of Oldham Parkway, West side
- Channel Drive from a point two hundred (200) feet south of Bayview Drive to Dick Howser Drive, both sides

- Chipman Road from the West City Limit to M-291 Highway, both sides
- Chipman Road from a point one hundred eighty (180) feet east of Park Drive to a point three hundred eighty (380) feet east of Park Drive, North side
- Chipman Road from Westwind Drive to a point three hundred (300) feet east of Park Drive, South side
- Colbern Road within the City limits, both sides
- Columbus Street from a point one hundred (100) feet west of Magellan Avenue to M-291 Highway, South side
- Columbus Street from Independence Avenue to M-291 Highway, North side
- Commerce Drive from a point forty (40) feet south of McNary Court to a point seventy (70) feet north of McNary Court, East side
- County Line Road from the West City limit to Ward Road, both sides
- County Park Road from Lake Shore Drive to Colbern Road, both sides
- Deerbrook Street from M-291 Highway to Ridgeview Drive, North side
- Decker Street from 16th Street to Thompson Drive, East side
- Dick Howser Drive from Channel Drive to Bittersweet Drive, both sides
- Douglas Street from Blue Parkway to 5th Street, West side
- Douglas Street from a point one hundred twenty (120) feet north of 4th Street to 4th Street, West side
- Douglas Street from a point three hundred (300) feet south of 2nd Street (alley) to 1st Street, East side
- Douglas Street from a point four hundred ninety (490) feet south of Chipman Road to Lee's Summit Road, both sides
- Fleetway Circle from Fleetway Drive to a point two hundred (200) feet north of Fleetway Drive, both sides
- Gardenia Street from Redbuck Circle to Grandstand Circle, North side
- Grand Avenue from a point three hundred twenty (320) feet south of 3rd Street to 3rd Street, both sides
- Grand Avenue from Mulberry Street to Missouri Road, both sides
- Grandstand Circle from a point ninety (90) feet north of Rockbridge Drive to a point eighty-five (85) feet south of Rockbridge Drive, West side
- Green Street from 2nd Street to 1st Street, West side
- Green Street from Maggie Street to a point three hundred fifty (350) feet north of Maggie Street, both sides
- Gregory Boulevard from the West City Limit to Woods Chapel Road, both sides
- Hamblen Road from the Ssouth Ceity Llimit to US-50 Highway, both sides
- Highland Drive from Scherer Road to Shelby Drive, East side
- Hook Road from the West City Limit to Market Street, both sides
- Howard Avenue from Orchard Street to Chipman Road, West side
- ~~Independence Avenue from Langsford Road to Orchard Street, East side~~
- Independence Avenue from Chipman Road3rd Street to Colbern Road, both sides

- Independence Avenue from Strother Road to Colbern Road, both sides
- Industrial Drive from a point three hundred thirty (330) feet east of Jefferson Street to a point six hundred twenty (620) feet east of Jefferson Street, North side
- Industrial Drive from a point four hundred thirty (430) feet east of Jefferson Street to a point six hundred twenty (620) feet east of Jefferson Street, South side
- Jamestown Drive from Lakewood Way to two hundred (200) feet east of Whispering Winds Drive, both sides
- Jefferson Street from Blue Parkway to 2nd Street, both sides
- Jefferson Street from Oldham Parkway to Stuart Road, both sides
- Johnson Street from Grand Avenue to 3rd Street, both sides
- Kristi Lane from 7th Street to a point eighty (80) feet north of 7th Street, East side
- Lake Drive from Hickory Street to a point four hundred fifty (450) feet south of Hickory Street, West side
- Lake Drive from a point four hundred fifty (450) feet south of Hickory Street to a point three hundred fifty (350) feet north of Greenview Drive, both sides
- Lake Drive from a point three hundred fifty (350) feet north of Greenview Drive to Greenview Drive, East side
- Lakeview Boulevard from the property line of 1020 Lakeview Boulevard and 506 Graff Way to Graff Way, West side
- Lakewood Boulevard from a point five hundred twenty five (525) feet west of Pebble Beach Street to a point seven hundred seventy-five (775) feet east of Lake Drive, North side
- Lakewood Boulevard from a point seven hundred sixty-five (765) feet east of Lake Drive to a point four hundred eighty (480) feet west of Pebble Beach Street, South side
- Lakewood Boulevard from a point four hundred (400) feet west of Dick Howser Drive to a point four hundred (400) feet east of Dick Howser Drive, both sides
- Lakewood Boulevard from Fairway Homes Drive to I-470, both sides
- Lakewood Way from Woods Chapel Road to the North City Limit, both sides
- Langsford Road from Independence Avenue to the East City Limit, both sides
- Lea Drive from Ward Road to a point two hundred (200) feet east of Ward Road, North side
- Lee's Summit Road from Douglas Street to the West City Limit, both sides
- Lewis Drive from a point one hundred forty (140) feet west of Gray Court (west intersection) to Peale Boulevard, North side
- Lewis Drive from Peale Boulevard to Louis Court, South side
- Lexington Avenue from 14th Street to 13th Street, East side
- Lexington Avenue from 14th Street to a point seven hundred fifteen (715) feet south of 13th Street, West side
- Lone Hill Drive from a point one hundred (100) feet west of Chapel Ridge Place to Ralph Powell Road, South side
- Longview Boulevard from Longview Road to 3rd Street, both sides
- Longview Road from Kessler Drive to a point one hundred ninety (190) feet north of Kessler Drive, East side

- Longview Road from a point four hundred ninety-five (495) feet south of Fascination Drive to a point one hundred eighty-five (185) feet north of Fascination Drive, East side
- Longview Road from Longview Park Drive to 3rd Street, West side
- Longview Road from Longview Boulevard to Ward Road, both sides
- Madison Street from Scherer Road to Mission Road, East side
- Main Street from Chipman Road to the North City Limit, both sides
- Main Street from a point five hundred (500) feet south of Forest Avenue to Forest Avenue, East side
- Main Street from Maple Street to Monroe Street, East side
- Market Street from a point one hundred fifty (150) feet North of 3rd Street (alley) to 2nd Street, East side
- Market Street from a point two hundred fifty (250) feet north of 3rd Street to 2nd Street, West side
- Maybrook Road from a point six hundred (600) feet south of Maybrook Court to St. Andrews Circle, both sides
- Melody Lane from 5th Terrace to a point six hundred ten (610) feet south of Bayberry Lane, both sides
- Mission Road from Scherer Road to Madison Street, East side
- Missouri Road from Douglas Street to a point one thousand four hundred (1,400) feet east of Grand Avenue, both sides
- Moonstone Court from Moonstone Drive to a point four hundred forty (440) feet north of Moonstone Drive, East side
- Moonstone Court around the central island in the cul-de-sac
- Moonstone Drive from Anderson Drive to Moonstone Court, East side
- Moonstone Drive from Anderson Drive to a point three hundred fifty (350) feet north of Anderson Drive, West side
- Mulberry Street from Ball Drive to Auburn Drive, North side
- Mulberry Street from Douglas Street to a point eight hundred (800) feet east of Grand Avenue, both sides
- Murray Road from a point four hundred seventy (470) feet south of 3rd Street to 3rd Street, East side
- Murray Road from 1st Street to Chipman Road, East side
- Murray Road from a point four hundred seventy (470) feet south of 3rd Street to Chipman Road, West side
- Norwood Drive from 14th Street to a point seven hundred thirty (730) feet south of 13th Street, East side
- Norwood Drive from 13th Street to a point seven hundred ninety (790) feet south of 13th Street, West side
- ~~NW~~ Donovan Road, ~~both sides~~, from ~~NW~~ Chipman Road to ~~NW~~ Ward Road, both sides
- O'Brien Road from Moore Street to Killarney Lane, South side
- O'Brien Road from Monroe Street to a point one hundred fifty (150) feet west of Monroe Street, North side

- O'Brien Road from a point one hundred fifty (150) feet northwest of Killarney Lane to Murray Road, North side
- O'Brien Road from Murray Road to a point three hundred fifty (350) feet west of Murray Road, South side
- Oldham Parkway within the City limits, both sides
- Orchard Street from Douglas Street to Florence Avenue, North side
- Park Drive from Chipman Road to a point two hundred ninety (290) feet south of Park Circle, East side
- Park Drive from a point one hundred twenty (120) feet south of Park Circle to a point two hundred fifty-five 255 feet south of Park Circle, West side
- Persels Road from Ward Road to M-291 Highway, both sides
- Pinetree Lane from a point three hundred seventy-five (375) feet south of 5th Street to a point five hundred twenty-five (525) feet south of 5th Street, West side
- Pinetree Lane from a point five hundred fifty-five (555) feet east of Mission Road to a point seven hundred five (705) feet east of Mission Road, South side
- Pryor Road from County Line Road to the North City Limit, both sides
- Raintree Drive from Raintree Parkway to Cole Younger Drive, North side
- Raintree Parkway from a point nine hundred (900) feet south of Raintree Drive to a point one thousand (1,000) feet north of Green Teal, West side
- Raintree Parkway from a point three hundred forty (340) feet north of Green Teal to a point nine hundred (900) feet south of Raintree Drive, East side
- Ralph Powell Road from Lone Hill Drive to Strother Road, both sides
- Redbuck Circle (eastern segment) from Longview Road to Rockbridge Drive, ~~west~~ West side
- Rice Road from Langsford Road to Columbus Street, both sides
- Rice Road from Chipman Road to Deerbrook Street, both sides
- Rice Road from Mulberry Street to Colbern Road, both sides
- Ridgeview Drive from Mulberry Street to a point three hundred fifty (350) feet north of Mulberry Street, East side
- Rockbridge Drive from Redbuck Circle to Grandstand Circle, South side
- Scherer Road from the West City Limit to M-291 Highway, both sides
- Scruggs Road from M-291 Highway to Blackwell Parkway, both sides
- Shelby Drive from Highland Drive to a point eighty (80) feet south of Highland Drive, East side
- Shelby Drive from Scherer Road to a point one hundred seventy (170) feet south of Highland Drive, East side
- Shenandoah Drive from Todd George Parkway to Blue Parkway, both sides
- Smart Road from the South City Limit to US-50, both sides
- St. Andrews Circle from Northgate Crossing to a point one hundred eighty (180) feet east of Northgate Crossing, South side
- Strother Road from the West City Limit to Todd George Parkway, both sides
- ~~SW~~ Burningwood Lane, ~~east side~~, from ~~SW~~ Eagle View Drive to ~~SW~~ Timbertrace Lane, East side
- ~~SW~~ Eagle View Drive from ~~SW~~ Feather Ridge Drive to ~~SW~~ Pryor Road, south-South side

- ~~SW~~ Eagle View Drive from ~~SW~~ Feather Ridge Drive to a point one hundred eighty (180) feet west of ~~SW~~ Rambling Vine Road, north-North side
- ~~SW~~ Eagle View Drive from a point one hundred (100) feet west of ~~SW~~ Rambling Vine Road to a point one hundred (100) feet east of ~~SW~~ Rambling Vine Road, north-North side
- ~~SW~~ Eagle View Drive from a point fifty (50) feet west of ~~SW~~ Gooseberry Lane to a point fifty (50) feet east of ~~SW~~ Gooseberry Lane, north-North side
- ~~SW~~ Eagle View Drive from a point fifty (50) feet west of ~~SW~~ Suncatcher Road to a point fifty (50) feet east of Suncatcher Road, north-North side
- ~~SW~~ Eagle View Drive from a point one hundred fifty (150) feet west of ~~SW~~ Burningwood Lane to ~~SW~~ Pryor Road, north-North side
- ~~SW~~ Rambling Vine Road, ~~west side~~, from ~~SW~~ Timbertrace Lane to ~~SW~~ Eagle View Drive, West side
- ~~SW~~ Timbertrace Lane, ~~north side~~, from ~~SW~~ Burningwood Lane to ~~SW~~ Rambling Vine Road, North side
- Swann Drive from M-291 Highway to Westwind Drive, North side
- Thompson Drive from M-291 Highway to Hamblen Road, North and East sides
- Thompson Drive from a point two thousand one hundred eighty (2,180) feet east of M-291 Highway to a point two thousand six hundred fifty (2,650) feet east of M-291 Highway, South and West sides
- Tiger Terrace from Persels Road to Elwood Drive, both sides
- Todd George Parkway from US-50 to Woods Chapel Road, both sides
- Town Centre Boulevard from Colbern Road to Independence Avenue, both sides
- Transport Drive from a point four hundred twenty (420) feet west of Hamblen Road to Hamblen Road, South side
- Tudor Road from Scruggs Road to Savoy Street, both sides
- Tudor Road from Ward Road to M-291 Highway, both sides
- Victoria Drive from Independence Avenue to Reed Crossing, South side
- View High Drive within the City Limit, both sides
- Ward Road from the South City Limit to 3rd Street, both sides
- Ward Road from Blue Parkway north to a point one hundred ninety (190) feet north of Maple Street, both sides
- Ward Road from O'Brien Road to Chipman Road, east-East side
- Ward Road from Chipman Road north to Blue Parkway, both sides
- West Main Street from 4th Street to 3rd Street, West side
- Westwind Drive from Chipman Road to Swann Drive, East side
- Windemere Drive from M-150 Highway to 35th Terrace, both sides
- Wintercreek Drive from Winterpark Boulevard to a point five hundred (500) feet west of Winterpark Boulevard, South side
- Woods Chapel Road from Gregory Boulevard to the East City Limit, both sides
- Wysteria Drive from Arbor Row Drive and Arborway Drive, north-North side

(Ord. No. 6727, § 2(app. B, § 1), 11-13-2008; Ord. No. 6763, § 1, 2-5-2009; Ord. No. 6844, § 1, 10-8-2009; Ord. No. 6918, § 1, 4-8-2010; Ord. No. 6951, § 1, 6-17-2010; Ord. No. 6975, § 1, 9-19-2010; Ord. No. 6998, § 1, 11-18-2010; Ord. No. 7053, §§ 1, 2, 5-19-2011; Ord. No. 7232, § 1, 9-6-2012; Ord. No. 7257, § 1, 11-1-2012; Ord. No. 7337, §§ 1, 2, 6-6-2013; Ord. No. 7402, §§ 1, 2, 12-5-2013; Ord. No. 7487, § 1, 7-10-2014; Ord. No. 8139, §§ 1, 2, 4-20-2017; Ord. No. 8458, § 1, 9-6-2018)

Sec. 2. - No parking from 7:00 a.m. to 3:00 p.m. Monday through Friday.

The following streets or segments of streets shall have a "No Parking from 7:00 a.m. to 3:00 p.m. Monday through Friday" restriction:

- 7th Street from Florence Avenue to Browning Avenue, both sides
- 8th Street from Green Street to Browning Avenue, both sides
- 9th Street from a point 130 feet west of Douglas Street to Douglas Street, North side
- Browning Avenue from Blue Parkway to 6th Street, both sides.

(Ord. No. 6727, § 2(app. B, § 2), 11-13-2008)

Sec. 3. - No parking from 8:00 a.m. to 5:00 p.m. Monday through Friday.

The following streets or segments of streets shall have a "No Parking from 8:00 a.m. to 5:00 p.m. Monday through Friday" restriction:

- 5th Street from a point 225 feet east of Douglas Street to a point two hundred (200) feet west of Green Street, south side.

(Ord. No. 6727, § 2(app. B, § 3), 11-13-2008)

Sec. 4. - No parking from 8:00 a.m. to 4:00 p.m. Saturday.

The following streets or segments of streets shall have a "No Parking from 8:00 a.m. to 4:00 p.m. Saturday" restriction:

- Amanda Lane from Neawanna Drive to Mulberry Street, East side
- Auburn Drive from Tawny Drive to Burgundy Lane, East side
- Ball Drive from Mulberry Street to a point one hundred fifty (150) feet north of Ridgeview Drive, East side
- Ivory Lane from Tawny Drive to Mulberry Street, East side
- Mulberry Street from a point three hundred (300) feet west of Ball Drive to Jade Street, South side
- Neawanna Drive from Amanda Lane to Mulberry Street, West side.

(Ord. No. 6727, § 2(app. B, § 4), 11-13-2008)

Sec. 5. - Two (2) hour parking from 9:00 a.m. to 6:00 p.m.

The following streets or segments of streets shall have a "Two (2) Hour Parking from 9:00 a.m. to 6:00 p.m." restriction:

- 3rd Street from a point 225 feet east of Jefferson Street (alley) to West Main Street, North side
- 3rd Street from a point three hundred (300) feet east of Jefferson Street to West Main Street, South side
- 3rd Street from East Main Street to Green Street, both sides
- Douglas Street from 2nd Street to a point one hundred fifty-five (155) feet south of 3rd Street, West side
- Douglas Street from 4th Street to a point three hundred (300) feet south of 2nd Street (alley), East side
- Douglas Street from a point one hundred eighty-five (185) feet south of 3rd Street to a point one hundred twenty (120) feet north of 4th Street, West side
- East Main Street from 4th Street to 2nd Street, East side
- East Main Street from a point two hundred (200) feet south of 3rd Street to a point 275 feet north of 3rd Street, West side
- Fascination Drive from Longview Road to Longview Boulevard, both sides
- Green Street from a point 280 feet south of 3rd Street (alley) to a point three hundred (300) feet north of 3rd Street (alley), East side
- Green Street from a point two hundred eighty (280) feet south of 3rd Street (alley) to 2nd Street, West side
- Longview Boulevard west parking aisle from Fascination Drive to Sensation Drive
- Market Street from a point two hundred ten (210) feet South of 3rd Street to a point 150 feet north of 3rd Street (alley), East side
- Market Street from a point one hundred seventy (170) feet south of 3rd Street to 3rd Street, West side
- Market Street from 3rd Street to 2nd Street, West side
- West Main Street from 3rd Street to a point four hundred eighty (480) feet north of 3rd Street, West side.

(Ord. No. 6703, § 1, 10-09-2008; Ord. No. 6727, § 2(app. B, § 5), 11-13-2008; Ord. No. 6614, § 1, 4-10-2008; Ord. No. 7053, § 3, 5-19-2011; Ord. No. 8139, §§ 3, 4, 4-20-2017)

Sec. 6. - Fifteen (15) minute parking.

The following streets or segments of streets shall have a "Fifteen (15) Minute Parking" restriction:

- O'Brien Road from a point four hundred twenty-five (425) feet west of Killarney Lane to a point 305 feet west of Killarney Lane, North side.

(Ord. No. 6727, § 2(app. B, § 6), 11-13-2008)

Sec. 7. - No standing.

The following streets or segments of streets shall have a "No Standing" restriction:

- (Reserved).

(Ord. No. 6727, § 2(app. B, § 7), 11-13-2008)



Sec. 8. - No stopping.

The following streets or segments of streets shall have a "No Stopping" restriction:

- Jefferson Street from a point one hundred fifty (150) feet south of Glendana Drive to a point 1100 feet south of Glendana Drive, West side.

(Ord. No. 6727, § 2(app. B, § 8), 11-13-2008)

Map of Dick Howser & Channel Drive No Parking – Proposed



Map of Lake Drive No Parking - Proposed



## Packet Information

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**File #:** TMP-1411, **Version:** 1

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An Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix A; Schedule of Speed Limits, for certain streets and segments of streets located in the City of Lee's Summit.

Issue/Request:

An Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix A; Schedule of Speed Limits, for certain streets and segments of streets located in the City of Lee's Summit.

Key Issues:

Amendments to Appendix A, Schedule of Speed Limits, are proposed based upon various roadway improvements that have occurred the last several years. In each situation, the proposed speed limit in Appendix A is to correct previously codified descriptions that are in conflict with existing conditions or to codify the speed limit that has already been posted/signed for the extent of the reconstructed or new roadway section listed.

Proposed Committee Motion:

I move to recommend to the City Council approval of an ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix A; Schedule of Speed Limits, for certain streets and segments of streets located in the City of Lee's Summit.

Background:

These speed limit changes (or additions for situations regarding new roadways or roadway ownership transfers) were enacted due to various Capital Improvement Projects (CIP). Various CIP activities created new roadways or segments of roadways without codified speed limits or changed the beginning point or end point of the speed limits previously described in Schedule of Speed Limits. More detailed information pertaining to each proposed amendment in Appendix A is provided below:

Section 1: Speed limit of thirty (30) MPH

- Strother Road from the West City Limit to Hagan Road - Updated from 30 mph to 45 mph based on the design and construction of Strother Road CIP. The roadway has already been posted 45 mph consistent with its design and construction. The former unimproved 30 mph portion of Strother Road west of Hagan Road is no longer applicable and will be removed from this section of the schedule.

Section 2: Speed limit of thirty-five (35) m.p.h.

- Blackwell Road from Oldham Parkway to Chipman Road - The limits of Blackwell Road, 35 mph, have been extended to Oldham Parkway as a result of the Blackwell at US 50 Highway Interchange project. The roadway has already been posted 35 mph consistent with its design and construction.

- Blue Parkway from 3<sup>rd</sup> Street to Jefferson Street - This roadway segment was transferred from MoDOT ownership to City ownership per executed intergovernmental agreement associated with the M291 (North Junction) at US 50 Highway Interchange project. Consequently, this roadway segment is added to the City's Schedule of Speed Limits based upon the existing 35 mph posted speed limit.
- Bowlin Road from I-470 to Jamestown Drive - Revised the beginning/ending point of described speed limit for this roadway based upon the location of recently constructed Jamestown Drive. The eastern limit was not previously defined.
- Blue Parkway from Todd George Parkway to East City Limits - This roadway segment is subject to transfer from MoDOT ownership to City ownership per executed intergovernmental agreement associated with the Blackwell at US 50 Highway Interchange project. Consequently, this roadway segment is added to the City's Schedule of Speed Limits based upon the existing 35 mph posted speed limit.
- Jefferson Street from Stuart Road to Oldham Parkway - Revised the speed limit per the design and construction of Jefferson Street CIP between Stuart Road and Oldham Parkway. The roadway has already been posted 35 mph.
- Shenandoah Drive from Todd George Parkway to Blue Parkway - This roadway segment was truncated and its described beginning/ending points have been appropriately revised to reflect new beginning/ending points for intersections associated with the Blackwell at US 50 Highway Interchange project.
- Strother Road from Ralph Powell Road to Todd George Parkway - Changed the beginning/ending points described in the schedule as a result of the Strother Road CIP. The speed limit is consistent with the roadway design and construction. The speed limit described matches the existing speed limit signs posted.
- Town Center Boulevard from Colbern Road to Independence Avenue - The proposed amendment to the schedule corrects current description errors that incorrectly referenced Town Centre Drive. The roadway is already signed/posted 35 mph.
- Tudor Road from Ward Road to M-291 Highway - New segment of roadway has been constructed for Tudor Road west of Douglas Street to Ward Road in association with the Tudor Road CIP and posted 35 mph. Revised the description to include the new roadway segment consistent with the roadway design and construction.

Section 3: Speed limit of forty (40) m.p.h.

- Lakewood Way from Woods Chapel Road to Bowlin Road - The proposed amendment to the schedule corrects current description errors that remain after the prior transfer of ownership from MoDOT to City. The posted speed limit does not change as a result of this amendment.
- Oldham Parkway from Hamblen Road to East City Limits - Oldham Parkway was extended east of Blackwell Road in association with the Blackwell at US 50 Highway Interchange project. Consequently, this roadway segment is added to the City's Schedule of Speed Limits based upon the 40 mph posted

speed limit.

Section 4: Speed limit of forty-five (45) m.p.h

- Strother Road from West City Limit to Ralph Powell Road - Changed per design and construction of Strother Road CIP as previously noted above under Section 1.

Impact/Analysis:

This amendment to Appendix A serves to codify various existing posted speed limits in accordance with the ordinances. No sign changes result from this amendment.

Timeline:

Immediate

Erin Ralovo, Public Works Staff Engineer

Recommendation:

Staff recommends approval of an Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix A; Schedule of Speed Limits, for certain streets and segments of streets located in the City of Lee's Summit.

Committee Recommendation: [Enter Committee Recommendation text here]

## **BILL NO. 19-**

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AN ORDINANCE AMENDING CHAPTER 29; TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES FOR THE CITY OF LEE'S SUMMIT, MISSOURI, BY REVISING APPENDIX A; SCHEDULE OF SPEED LIMITS, FOR CERTAIN STREETS AND SEGMENTS OF STREETS LOCATED IN THE CITY OF LEE'S SUMMIT.

WHEREAS, the City's Schedule of Speed Limits, codified through Section 29-173 of the Code of Ordinances and attached as Appendix A to Chapter 29 of the Code, recites the speed limits for various streets and segments of streets located in the City; and,

WHEREAS, revisions of certain speed limits are found to be appropriate on the basis of engineering and traffic investigation, and the City Traffic Engineer believes that it is appropriate to amend these speed limits in the manner shown below.

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

SECTION 1. That Sec. 1, Speed limit of thirty (30) m.p.h, of Appendix A, Schedule of Speed Limits, in Chapter 29, Traffic and Motor Vehicles, of the Code of Ordinances, City of Lees Summit, Missouri, is hereby amended by removing the following:

- Strother Road from the West City Limit to Hagan Road

SECTION 2. That Sec. 2, Speed limit of thirty-five (35) m.p.h, of Appendix A, Schedule of Speed Limits, in Chapter 29, Traffic and Motor Vehicles, of the Code of Ordinances, City of Lees Summit, Missouri, is hereby amended by removing the following:

- Blackwell Road from Shenandoah Drive to Chipman Road
- Bowlin Road from I-470 to the east
- Jefferson Street from Stuart Road to Persels Road
- Shenandoah Road from Todd George Parkway to Blackwell Road
- Strother Road from Hagan Road to Todd George Parkway
- Town Centre Boulevard from Colbern Road to Town Centre Drive
- Tudor Road from Douglas Street to M-291 Highway

SECTION 3. That Sec. 2, Speed limit of thirty-five (35) m.p.h, of Appendix A, Schedule of Speed Limits, in Chapter 29, Traffic and Motor Vehicles, of the Code of Ordinances, City of Lees Summit, Missouri, is hereby amended by adding the following:

- Blackwell Road from Oldham Parkway to Chipman Road
- Blue Parkway from 3rd Street to Jefferson Street
- Blue Parkway from Todd George Parkway to the East City Limit
- Bowlin Road from I-470 to Jamestown Drive
- Jefferson Street from Stuart Road to Oldham Parkway
- Shenandoah Drive from Todd George Parkway to Blue Parkway

## **BILL NO. 19-**

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- Strother Road from Ralph Powell Road to Todd George Parkway
- Town Centre Boulevard from Colbern Road to Independence Avenue
- Tudor Road from Ward Road to M-291 Highway

SECTION 4. That Sec. 3, Speed limit of forty (40) m.p.h, of Appendix A, Schedule of Speed Limits, in Chapter 29, Traffic and Motor Vehicles, of the Code of Ordinances, City of Lees Summit, Missouri, is hereby amended by removing the following:

- Lakewood Way from Woods Chapel Road to Jib Court
- Oldham Parkway from Hamblen Road to Ranson Road

SECTION 5. That Sec. 3, Speed limit of forty (40) m.p.h, of Appendix A, Schedule of Speed Limits, in Chapter 29, Traffic and Motor Vehicles, of the Code of Ordinances, City of Lees Summit, Missouri, is hereby amended by adding the following:

- Lakewood Way from Woods Chapel Road to Bowlin Road
- Oldham Parkway from Hamblen Road to the East City Limit

SECTION 6. That Sec. 4, Speed limit of forty-five (45) m.p.h, of Appendix A, Schedule of Speed Limits, in Chapter 29, Traffic and Motor Vehicles, of the Code of Ordinances, City of Lees Summit, Missouri, is hereby amended by adding the following:

- Strother Road from the West City Limit to Ralph Powell Road

SECTION 7. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed from and after the date of the passage and approval of this ordinance.

SECTION 8. That should any section, sentence or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

SECTION 9. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Lee's Summit, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 10. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

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Mayor William A. Baird



**BILL NO. 19-**

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ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

## APPENDIX A. - SCHEDULE OF SPEED LIMITS

### Sec. 1. - Speed limit of thirty (30) m.p.h.

The following streets or segments of streets shall have a speed limit of thirty (30) m.p.h.:

- 2nd Street from Blue Parkway to Grand Street
- 3rd Street from Grand Street to M-291 Highway
- Cheddington Drive from M-150 Highway to the south
- Chipman Road from Birchwood Drive to Todd George Parkway
- Chipman Road from Bristol Drive to Blackwell Parkway
- Dick Howser Drive from Lakewood Boulevard to Edmonson Court
- Legacy Wood Drive from Blackwell Road to Viewpark Drive
- Longview Road from 3rd Street to Longview Boulevard
- Market Street from Maple Street to 2nd Street
- O'Brien Road from Murray Road to Monroe Street
- Raintree Drive from Ward Road to M-150 Highway
- Raintree Parkway from Ward Road to Raintree Drive
- Sampson Road from Scherer Road to Longview Road
- Stoney Creek Drive from County Line Road to M-150 Highway
- ~~Strother Road from the West City Limit to Hagan Road~~
- Todd George Road from Todd George Parkway to County Park Road
- Tudor Road from Scruggs Road to County Park Road
- Ward Road from Blue Parkway north to Chipman Road
- West Main Street from Monroe Street to Maple Street
- Windsboro Drive from Shenandoah Drive to Langsford Road.

(Ord. No. 6315, § 2, 12-19-2006; Ord. No. 6488, § 1, 9-13-2007; Ord. No. 6583, § 1, 2-14-2008; Ord. No. 6739, § 1(app. A, § 1), 12-11-2008; Ord. No. 6843, § 1(app. A, § 1), 10-8-2009; Ord. No. 6979, § 1, 9-19-2010; Ord. No. 7008, §§ 1, 2, 1-6-2011; Ord. No. 7169, § 1, 4-19-12)

### Sec. 2. - Speed limit of thirty-five (35) m.p.h.

The following streets or segments of streets shall have a speed limit of thirty-five (35) m.p.h.:

- 2nd Street from Grand Street to Independence Avenue
- 3rd Street from Pryor Road to Jefferson Street
- Anderson Drive from the West City Limit to a point two thousand nine hundred (2,900) feet north of Lakewood Boulevard
- Bailey Road from M-291 Highway to Ranson Road
- Blackwell Road from ~~Shenandoah Drive~~Oldham Parkway to Chipman Road
- Blue Parkway from 2nd Street to I-470

- Blue Parkway from 3rd Street to Jefferson Street
- Blue Parkway from Todd George Parkway to the East City Limit
- Bowlin Road from I-470 to ~~the east~~Jamestown Drive
- Channel Drive from Woods Chapel Road to Dick Howser Drive
- Chipman Road from the West City Limits to US-50 Highway
- Chipman Road from Independence Avenue to M-291 Highway
- County Line Road from the West City Limits to Ward Road
- Doc Henry Road from the South City Limits to M-150 Highway
- Douglas Street from Blue Parkway to 5th Street
- Douglas Street from Maple Street to Chipman Road
- East Main Street from Chipman Road to the North City Limits
- Fairway Homes Drive from Edmonson Court to La Costa Drive
- Gregory Boulevard from the West City Limits to Woods Chapel Road
- Hamblen Road from a point two thousand five hundred (2,500) feet south of Thompson Drive to a point eight hundred (800) feet north of Thompson Drive (Railroad Crossing)
- Hook Road from the West City Limits to Market Street
- Independence Avenue from 2nd Street to Colbern Road
- Independence Avenue from Colbern Road to Strother Road
- Jefferson Street from Stuart Road to ~~Persels Road~~Oldham Parkway
- Jefferson Street from US-50 Highway to 2nd Street
- Lake Drive from Gregory Boulevard to Lakewood Boulevard
- Lakewood Boulevard from the West City Limits to I-470
- Langsford Road from Independence Avenue to Brentwood Drive
- Leinweber Road from Rice Road to Beach Road
- Longview Boulevard from Longview Road to 3rd Street
- Longview Road from Longview Boulevard to Ward Road
- Market Street from M-150 Highway to a point one thousand six hundred fifty (1,650) feet North of Summit Crest Drive
- Missouri Road from Douglas Street to Independence Avenue
- Murray Road from O'Brien Road to Chipman Road
- Pryor Road from County Line Road to M-150 Highway
- Pryor Road from Longview Road to the North City Limits
- Persels Road from Ward Road to M-291 Highway
- Ralph Powell Road from Strother Road to Woods Chapel Road
- Sampson Road from the South City Limit to Scherer Road
- Scherer Road from Sampson Road to M-291 Highway
- Shenandoah ~~Road-Drive~~ from Todd George Parkway to ~~Blackwell Road~~Blue Parkway
- Strother Road from ~~Hagan-Ralph Powell~~ Road to Todd George Parkway

- Stuart Road from Ward Road to M-291 Highway
- Thompson Road from M-291 Highway to Hamblen Road
- Town Centre Boulevard from Colbern Road to ~~Town Centre Drive~~Independence Avenue
- Town Centre Drive from Town Centre Boulevard to Independence Avenue
- Tudor Road from ~~Douglas Street~~Ward Road to M-291 Highway
- Ward Road from Chipman Road North to Blue Parkway
- Ward Road from the South City Limit to M-150 Highway
- Ward Road from Scherer Road to 3rd Street
- Woods Chapel Road from Gregory Boulevard to Independence Avenue.

(Ord. No. 6315, § 2, 12-19-2006; Ord. No. 6488, § 1, 9-13-2007; Ord. No. 6583, § 1, 2-14-2008; Ord. No. 6739, § 1(app. A, § 2), 12-11-2008; Ord. No. 6843, § 1(app. A, § 2), 10-8-2009; Ord. No. 6979, § 2, 9-19-2010; Ord. No. 7008, §§ 3, 4, 1-6-2011; Ord. No. 7169, § 2, 4-19-12)

Sec. 3. - Speed limit of forty (40) m.p.h.

The following streets or segments of streets shall have a speed limit of forty (40) m.p.h.:

- 3rd Street from View High Drive to Pryor Road
- Blackwell Parkway from Scruggs Road to Colbern Road
- Blackwell Road from Chipman Road to Scruggs Road
- Blue Parkway from I-470 to the North City Limit
- Colbern Road from Town Centre Boulevard to County Park Road
- Hamblen Road from a point five thousand four hundred (5,400) feet south of Bailey Road (Railroad Crossing) to Bailey Road
- Lakewood Way from Woods Chapel Road to ~~Jib Court~~Bowlin Road
- Langsford Road from Brentwood Drive to the East City Limit
- Oldham Parkway from Hamblen Road to ~~Ranson Road~~the East City Limit
- Scruggs Road from M-291 Highway to Blackwell Parkway
- Todd George Parkway from US-50 Highway to Colbern Road
- View High Drive within the City Limits
- Woods Chapel Road from Independence Avenue to Todd George Parkway.

(Ord. No. 6315, § 2, 12-19-2006; Ord. No. 6488, § 1, 9-13-2007; Ord. No. 6583, § 1, 2-14-2008; Ord. No. 6739, § 1(app. A, § 3), 12-11-2008; Ord. No. 6843, § 1(app. A, § 3), 10-8-2009; Ord. No. 7008, § 5, 1-6-2011; Ord. No. 7169, § 3, 4-19-12)

Sec. 4. - Speed limit of forty-five (45) m.p.h.

The following streets or segments of streets shall have a speed limit of forty-five (45) m.p.h.:

- Anderson Drive from Lakewood Boulevard to a point two thousand nine hundred (2,900) feet north of Lakewood Boulevard

- Chipman Road from US-50 Highway to Independence Avenue
- Colbern Road from the West City Limit to Town Centre Boulevard
- Colbern Road from County Park Road to the East City Limit
- Douglas Street from Chipman Road to Lee's Summit Road
- Lakewood Way from Bowlin Road to the North City Limit
- Lee's Summit Road from Douglas Street to the West City Limit
- Market Street from one thousand six hundred fifty (1,650) feet North of Summit Crest Drive to Hook Road
- Pryor Road from M-150 Highway to Longview Road
- Ranson Road from the South City Limit to US-50 Highway
- Rice Road from Colbern Road to Leinweber Road
- Scherer Parkway from the West City Limit to Sampson Road
- Smart Road from the South City Limit to US-50
- Strother Road from the West City Limit to Ralph Powell Road
- Todd George Parkway from Colbern Road to Woods Chapel Road
- Ward Road from M-150 Highway to Scherer Road
- Woods Chapel Road from Todd George Parkway to the East City Limit.

(Ord. No. 6315, § 2, 12-19-2006; Ord. No. 6488, § 1, 9-13-2007; Ord. No. 6583, § 1, 2-14-2008; Ord. No. 6739, § 1(app. A, § 4), 12-11-2008; Ord. No. 6843, § 1(app. A, § 4), 10-8-2009; Ord. No. 6979, § 3, 9-19-2010; Ord. No. 7008, § 6, 1-6-2011; Ord. No. 7169, § 4, 4-19-12)

## Packet Information

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**File #:** TMP-1420, **Version:** 1

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An Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and Spire Energy in the amount of \$1,197,009.00 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and Spire Energy in the amount of \$1,197,009.00 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- The City is engaged in the design of the Chipman Road Improvements from View High Drive to Bent Tree Drive.
- Spire Energy's gas line is in conflict with road widening, sidewalk installation, grade cuts and fills at three portions of the City's Chipman Road Project.
- Spire Energy will relocate their facilities from the three portions of the City's Chipman Road Project for reimbursement of the actual cost to perform the work.
- City staff desires to enter into an agreement with Spire Energy to perform the relocation of their facilities for the agreed upon payment estimate paid by the City to Spire Energy prior to the relocation.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and Spire Energy in the amount of \$1,197,009.00 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same.

Background:

In July 2018, the City entered into an agreement with Wilson & Company for the design work on the Chipman Road Improvements Project from View High to Bent Tree. During preliminary survey and design, Wilson & Company identified potential conflicts with Spire Energy's existing 20-inch diameter high pressure gas transmission main.

Through field investigations and meetings with Spire, it was determined that the gas main will be in conflict with three portions of the City's Chipman Road Improvements Project. At the west end of the Project, Spire must relocate 790 ft. of their gas main outside of their existing gas easement and outside of the City's

proposed ROW due to the existing main location being too shallow to safely grade and build the new roadway or sidewalk above it. At the Edgewood Drive location, the Project requires approximately 5 ft. of fill in addition to the existing cover over the existing gas main of 6.5 ft. Spire's maximum depth of cover is 8 ft. Therefore, Spire must relocate 550 ft. of the main outside of their existing gas easement and install the main with less cover taking into account our additional fill in this area. At the east end of the Project, the shallow depth of the gas main is negatively affecting the slope of a private driveway. Spire must relocate 125 ft. of the main outside of their existing gas easement at a depth required for this driveway to be installed with a proper slope.

This gas main was installed in 1957 to deliver gas to a large portion of Lee's Summit. Due to the age of the main and outdated protective coatings, Spire has decided to relocate the entire 4,665 feet of gas main between View High and Bent Tree. About two-thirds of the gas main relocation is outside of the area of work needed for the Chipman road project, so Spire Energy will be paying for that portion of the work. That does not relieve the City of the responsibility to pay for the work inside the private easement that is impacted by the roadway improvements.

Relocating this entire length of main instead of just the three separate conflicting sections actually saves the City approximately \$200,000 by limiting the number of stopple fittings (fittings at each end of a gas relocation) from six to just two. Through negotiations, Spire has agreed to City staff's assessment that the City's responsibility of the gas relocation is 1,465 ft. or 31.4% of the total relocation cost from View High to Bent Tree.

Including Spire, CenturyLink, and Verizon relocations the City will have paid out \$1,440,342 which is less than the project budgeted money for utility relocations of approximately \$2.0 million. This Facility Relocation and Adjustment Agreement requires the City to pay the estimated amount to Spire prior to the relocation work beginning. Following the completion of the relocation work, Spire will determine the actual cost of the relocation and will either bill or refund the City the difference.

Timeline:

Construction start date summer of 2020

Craig Kohler, Senior Staff Engineer

Recommendation:

Staff recommends approval of an Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and Spire Energy in the amount of \$1,197,009.00 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO.**

**ORDINANCE NO.**

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AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT FOR FACILITY RELOCATION BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND SPIRE ENERGY IN THE AMOUNT OF \$1,197,009.00 PURSUANT TO THE CHIPMAN ROAD IMPROVEMENTS FROM VIEW HIGH DRIVE TO BENT TREE DRIVE, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

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

WHEREAS, Spire Energy delivers natural gas from a private easement owned by Spire Energy adjacent to Chipman Road; and,

WHEREAS, Spire Energy's gas line is in conflict with road widening, sidewalk installation, grade cuts and fills at three portions of the City's Project; and,

WHEREAS, the City desires that Spire Energy relocate their facilities from the three portions of the City's Project; and,

WHEREAS, Spire Energy is willing to relocate such facilities located in a private utility easement to mitigate conflicts with the City's Project if the City pays the actual cost thereof; and,

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

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby approves the agreement for facility relocation by Spire Energy, for an amount of \$1,197,009.00.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with Spire Energy for facility relocation for an amount of \$1,197,009.00. Said contract is on file with the City of Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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



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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**SPIRE MISSOURI INC  
FACILITY RELOCATION AND ADJUSTMENT AGREEMENT**

**BILLING INFORMATION:**

Name: <u>Craig Kohler</u>	Project: <u>802464</u>
Title: <u>Senior Staff Engineer</u>	Work Order: <u>19609081</u>
Organization: <u>City of Lee's Summit - Public Works</u>	_____
Address: <u>220 SE Green St.</u>	_____
City, State, Zip: <u>Lee's Summit, MO 64063</u>	_____
Phone: <u>(816) 969-1800</u>	_____

The undersigned parties agree that abandonment and/or relocation of existing Spire Missouri Inc facilities, as described below, is necessary as a result of unavoidable physical conflict with work proposed by the undersigned responsible party.

Relocate 4,665' of 20" Steel Pipe to allow the City of Lee's Summit to widen and rebuild Chipman Road 31.4041% of the project is the responsibility of the City as they are moving part of the road bed and changing part of the grade affecting that part of our main in easement. The other 68.85959% is at our cost as we are replacing 1957 vintage poorly coated main and limiting the number of stopple fittings to just 2.

Spire Missouri Inc has estimated the total cost of adjustment required to resolve said conflict, which estimate takes into account direct costs, including labor, equipment, and materials, plus applicable overheads and related charges. The estimated costs are as follows:

Construction of new facilities to replace those in conflict:		Mains --	\$	<u>1,197,009</u>
		Services --	\$	_____
Abandonment of existing facilities:			\$	_____
Estimated total cost of adjustment:			\$	<u>1,197,009</u>

The Responsible party shall pay Spire Missouri Inc's actual total cost of adjustment in accordance with the payment terms, regardless of the amount of time that elapses between the calculation of the estimate and completion of the adjustment and whether such actual cost is greater or less than the above estimate.

Terms of payment: Payment of the estimated cost prior to the start of work with the further agreement that after work is complete, to pay any additional charges based on actual cost; provided that any payment in excess of the actual costs will be refunded by Spire Missouri Inc. Terms: Net 30 days after rendition of invoice.

Execution of this agreement authorizes Spire Missouri Inc to proceed with the abandonment and relocation work described herein and obligates the Responsible Party to reimburse Spire Missouri Inc for all of its actual total costs (including overheads and related charges) related thereto in accordance with the above terms of payment.

For: <u>SPIRE MISSOURI INC</u>	For: <u>City of Lee's Summit</u>
By: _____	By: _____
Name: <u>Craig R. Hoeflerlin</u>	Name: <u>Stephen A. Arbo</u>
Title: <u>Vice-President - Operations Services</u>	Title: <u>City Manager</u>
Date: _____	Date: _____

**RESPONSIBLE PARTY**

## Packet Information

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

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An Ordinance authorizing the execution of Modification No. 1 to agreement dated August 23, 2018 (RFQ No. 2018-064) for professional engineering services for Sanitary Sewer Modeling, Hydraulic Capacity and Design Services with HDR, Inc., for an increase of \$340,875.00 with an amended not to exceed amount of \$492,205.00, 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 agreement dated August 23, 2018 (RFQ No. 2018-064) for professional engineering services for Sanitary Sewer Modeling, Hydraulic Capacity and Design Services with HDR, Inc., for an increase of \$340,875.00 with an amended not to exceed amount of \$492,205.00, and authorizing the City Manager to enter into an agreement for the same. The modification to the scope of services will cover final design and bidding services to implement solutions identified in the original scope of services provided for RFQ No. 2018-064 to improve the interceptor which connects the downtown area to the Cedar Creek Interceptor .

Key Issues:

- The City and HDR, Inc. entered into an agreement dated August 23, 2018 (RFQ No. 2018-064) for Sanitary Sewer Modeling, Hydraulic Capacity and Design Services to evaluate the the trunk sewer from downtown to the Cedar Creek Interceptor.
- The existing downtown interceptor currently has hydraulic impairments, such as undersized pipes and adverse pipe slopes, causing portions of the trunk sewer to surcharge during heavy rain events.
- HDR's analysis indicates that improvements are required to meet the current demand and any future development in the downtown area.
- HDR completed a preliminary design establishing pipe size based on recommended alignments and slopes.
- HDR's significant previous knowledge of the project obtained during the performance of the original scope of RFQ No. 2018-064 will result in significant monetary and time savings.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance authorizing the execution of Modification No. 1 to agreement dated August 23, 2018 (RFQ No. 2018-064) for professional engineering services for Sanitary Sewer Modeling, Hydraulic Capacity, and Design Services with HDR, Inc., for an increase of \$340,875.00 with an amended not to exceed amount of \$492,205.00, and authorizing the City Manager to enter into an agreement for the same.

Background:

The design of the Cedar Creek Interceptor upgrade determined that the line should be sized to carry flows which would require inflow and infiltration (I&I) reduction from upstream basins. The Downtown Trunk Line

serves one of the basins upstream from the Cedar Creek Interceptor and is the first line in our system to surcharge in extreme rain events. In addition to the known issues with this line, there is development pressure in the area of downtown that this line serves to increase density with potential apartments and commercial property. Improving the Downtown Trunk Line will reduce I&I and increase capacity for densification of the downtown basin served by the interceptor.

Impact/Analysis:

This agreement will allow HDR to develop plans and bidding documents for the Downtown Interceptor Project. HDR's familiarity with the project will allow them to perform the work at a lower cost than other firms due to the amount of preliminary work performed under the original scope of services for RFQ No. 2018-064. Much of this work would have to be repeated if a different Professional Engineer were brought on board, resulting in increased costs and time to complete the project.

Timeline:

Construction Spring 2021 - Dec 2021

Jeff Thorn, Water Utilities Assistant Director of Engineering Services

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of Modification No. 1 to agreement dated August 23, 2018 (RFQ No. 2018-064) for professional engineering services for Sanitary Sewer Modeling, Hydraulic Capacity and Design Services with HDR, Inc., for an increase of \$340,875.00 with an amended not to exceed amount of \$492,205.00, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text here]

## **BILL NO. 19-XX**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO AGREEMENT DATED AUGUST 23, 2018 (RFQ NO. 2018-064) FOR PROFESSIONAL ENGINEERING SERVICES FOR SANITARY SEWER MODELING, HYDRAULIC CAPACITY AND DESIGN SERVICES WITH HDR, INC., FOR AN INCREASE OF \$340,875.00 WITH AN AMENDED NOT TO EXCEED AMOUNT OF \$492,205.00, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City and HDR, Inc. (hereinafter "Engineer") entered into an agreement dated August 23, 2018 (RFQ No. 2018-064) for professional engineering services; and,

WHEREAS, the City desires to modify the base agreement with Engineer to provide additional scope of engineering services during design; and,

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

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

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

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

SECTION 1. That the modification No. 1 of the agreement for professional engineering services by and between the City of Lee's Summit, Missouri and HDR, Inc. generally for the purpose of professional engineering services for Sanitary Sewer Modeling, Hydraulic Capacity And Design Services (RFQ No. 2018-064), a true and accurate copy being attached hereto and incorporated herein by reference as "Exhibit A", 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 \_\_\_\_\_, 2019.

ATTEST:

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

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

**BILL NO. 19-XX**

---

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**MODIFICATION NO. 1 TO AGREEMENT  
DATED 08/23/2018 (RFQ NO. 2018-064)  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR Sanitary Sewer Modeling, Hydraulic Capacity and Design Services**

**THIS MODIFICATION TO AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and HDR Engineering, Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated 08/23/2018 (RFQ No. 2018-064) for professional engineering services for Sanitary Sewer Modeling, Hydraulic Capacity and Design 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, as amended, is hereby amended to add additional tasks to the scope as set out on Exhibit A to the original contact and listed on Exhibit B to this modification, entitled "Final Design Services Scope of Services Downtown Interceptor Sanitary Sewer Project", attached hereto and incorporated herein by reference.

**ARTICLE III  
PAYMENTS TO THE ENGINEER**

Article III of the Base Agreement, as amended, is hereby amended to provide additional compensation to Engineer as follows:

- A. The cost of all Basic Services covered under Article I of this Modification No. 1 shall be billed hourly at the rates set forth in the Scope of Services attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit B. The additional compensation to be paid to Engineer for the additional Basic Services described in Article I, of this Modification No. 1, above shall not exceed the total sum of Three Hundred Forty Thousand Eight Hundred Seventy Five Dollars (\$340,875.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Four Hundred Ninety Two Thousand Two Hundred Five Dollars (\$492,205.00).

B. The amended total not to exceed amount for both the Basic Services and Optional Services is Four Hundred Ninety Two Thousand Two Hundred Five Dollars (\$492,205.00).

**ARTICLE VII  
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 \_\_\_\_\_, 20\_\_.

**CITY OF LEE'S SUMMIT**

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

ATTEST:

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

APPROVED AS TO FORM:


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

**ENGINEER: HDR Engineering, INC.**

  
BY: Joseph E. Drimmel

TITLE: Senior Vice President

ATTEST:

  
Laurie S. ViK  
Assistant Secretary

Modified 05/01/2018



## Exhibit B

# City of Lee's Summit RFQ No. 2018-064 Final Design Services Scope of Services Downtown Interceptor Sanitary Sewer Project

### Project Overview

A preliminary design study called the Phase 1 Sanitary Sewer Study (Phase 1) was completed in April 2019 for various trunk sewers in the Cedar Creek Watershed. This project will cover final design and bidding services for the main trunk sewer from its downstream connection to the Cedar Creek Interceptor (MH 37-001) to the upper reach where it connects to downtown (MH 29-220).

### Task 1 - Project Management/Administrative

HDR will work with the City throughout the project to verify objectives are being met. Specific tasks will include:

1. Conduct Project Kick-off Meeting with Design Team and City Staff. Prepare and distribute agenda and meeting notes to attendees.
2. Perform project phase administrative duties, including monitoring and coordination of the project team, preparation and implementation of the safety plan, review of project costs and billings, preparation of invoices using Engineer's standard form, preparation of status reports, and general administrative activities.
3. Monitor subconsultant scope, schedule, and budget for geotechnical services associated with the final alignment.
4. Conduct Project Approach and Resource Review (PARR), Project Management Review, and Project Quality Control Review of Deliverables
5. Conduct four (4) general project meetings to discuss project status, coordination efforts, drawing reviews, easements, permits, etc. Provide meeting minutes for each meeting held with City Staff.

### Task 2 – Survey

Aerial imagery and LIDAR contour data were obtained during Phase 1. Control and Benchmark points were established to facilitate Phase 1 and future work. However, HDR did not gather topographic survey data at the existing manholes, near anticipated creek crossings, third party utility locates, or property models suitable for easement acquisition. The tasks related to a detailed survey necessary for this design between Highway 50 and the Cedar Creek interceptor will include:

1. Management of field crews
2. Staking soil boring locations for geotechnical subconsultant.
3. Supplement Control and Benchmark survey completed during Phase 1. Conduct Property Boundary/ Right of Way/ Existing Easement Survey.
4. Temporary and Permanent Easement Descriptions and Exhibits, 55 properties max.

5. Topographic/ Utility Survey within project limits was not completed during Phase 1. Survey will be necessary for the proposed alignments to verify surfacing type, creek crossings, utility crossings data, elevation data, and grade-dependent facilities are collected.

Key Understandings:

- One alignment will be considered, however, survey will be of appropriate area to incorporate reasonable modifications to the proposed route.
- It is assumed the Rock Island Rail Corridor was purchased without federal Land and Water Conservation Fund dollars, therefore, no 6f conversion environmental documentation is necessary to obtain an easement under the corridor.
- To facilitate timely acquisition of easements, HDR will deliver all easement descriptions and exhibits to the City within 150 days from NTP.

Information and/or Services by Others:

- Easement acquisition and negotiation. HDR staff will attend an average of one meeting per property to discuss the technical aspects of the project in support of the City's easement negotiations.
- Title work coordination, including purchase of up to 55 Guaranteed Title Reports will be completed by City and provided to HDR.

**Task 3 – Final Design**

To build off the design concepts and planning completed during Phase 1, HDR will prepare final design documents, submit permit applications, and develop construction cost opinions. Progress deliverables will be submitted to the City for review and comment and HDR will assist with permit submittals and other agency reviews as outlined in the specific tasks below:

1. Environmental Permitting

- a. Jurisdictional Waters Assessment/Delineation & T&E Species Habitat Evaluation

A Waters of the U.S. (WOUS) Jurisdictional Assessment and Delineation will be prepared for the entire project area. HDR will conduct a field site visit to delineate the location, size and type of jurisdictional waters on the project site. The delineation will be completed as outlined in the 1987 Corps of Engineers Wetlands Delineation Manual and supporting Midwest Regional supplemental V. 2.0. Drainages, streams, impoundments and other waters of the United States will also be identified if present within the project limits. A preliminary jurisdictional waters assessment (PJA) will be conducted jointly with the delineation describing the presence/absence of jurisdictional resources within the project area in support of Section 404 permitting activities. A combined delineation and PJA report will be developed and may include but is not limited to:

- Appropriate maps (Site vicinity maps, U.S.G.S. map, National Wetland Inventory map, and a Soils Survey map)
- Figures (project area; location of wetlands, streams and other water resources).
- Detailed data sheets, if necessary to document wetlands and streams.
- Photographic documentation.

- A summary of the acreage and types of jurisdictional waters including wetlands, streams and other water bodies found on the property and impacts to those resources.
- Analysis of temporary and permanent impacts to jurisdictional and non-jurisdictional resources using GIS overlaid with project design features. Summary of project impacts.
- Tree clearing appears necessary to construct the project. HDR will generate an online U.S. Fish and Wildlife Service IPaC online Section 7 information consultation review. During delineations field work, a bat summer habitat assessment will be performed for federally listed species, particularly listed bats (Indiana, Gray, and Northern Long-eared). This will be developed as part of the 404 permit request. This will be provided with NWP 12 to the USACE.
- HDR's biologists will mark individual potential habitat trees for removal between November 1st and March 31<sup>st</sup> with a painted X and take a GPS point for future reference as needed for project surveyors.

Deliverables: Jurisdictional assessment, delineation reporting and impacts analysis, USFWS IPaC review, and bat summer habitat assessment.

b. Section 404 Nationwide Permit (NWP 12 – Utilities Lines)

Project impacts to jurisdictional resources will require the preparation of a Section 404 permit Pre-construction Notification (PCN) for review and authorization by the U.S. Army Corps of Engineers (USACE). A Section 404 Nationwide Permit Application package will be prepared that includes the following information:

- Pre-construction Notification (PCN) letter to USACE
  - Appropriate maps and engineering drawings including restoration plans
  - A description of the purpose and need for the project
  - A brief discussion of avoidance and minimization (as needed) of impacts to jurisdictional waters of the United States
  - Coordination by phone with USACE staff (as needed).
  - Preparation of responses to agency comments.
  - A summary of mitigation measures for project impacts (if required).
- c. MDNR SHPO Section 106 Cultural Resource Project Review. Prepare a Section 106 Project Review Form and SHPO response letter.
- d. City Land Disturbance Permit – HDR will prepare the City application. City responsible for its own permit fees assessed (if applicable).
- e. MDNR (state) NPDES Stormwater Construction Discharge Permit. HDR will complete a Missouri DNR e-filed stormwater, construction discharge Notice of Intent, prepare E&S control plans and details, and a Storm Water Pollution Prevention Plan (SWPPP).
- f. Floodplain Development Permit. HDR will complete a Floodplain Development Permit form provided by the City for the project. It is assumed that in this application, HDR will note the floodway would not be adversely affected by the project provided that the selected construction contractor constructs crossings

during low flow periods and when no rain is forecast. Furthermore, it is assumed the selected contractor must relocate excavated material out of the floodway if the construction period will take more than four days.

- g. Conduct permitting for the reconstruction and/or realignment of the sewer in the Rock Island Rail Corridor owned by Jackson County.
2. Public involvement will include meetings with property owners, home owner's associations (HOA's), and other stakeholders to review design requirements and parcel specific easements. 50 meetings are anticipated.
3. Conduct an open house for the public at a location near the project, to present final design elements and discuss easements as necessary.
4. Conduct research of existing features, GIS mapping, as-built plans, and plat maps.
5. Conduct 60% design and hold a workshop to review general drawing sections, plan and profile drawings showing proposed as well as existing utility locations, surface features, and soil boring information. Preparation of these drawings includes walking the alignment to identify and note project constraints related to access, bypass pumping, stockpiling, etc. Review documents will be provided to the City at least one week prior to the review workshop.
6. Conduct 60% Constructability Review with internal HDR reviewers and up to two major contractors with capability and experience to execute this project. Outcomes will identify major changes required to the preliminary project scope elements, gauge availability of bidders to determine bid schedule, and develop installation cost ranges for specialty work.
7. 60% design level Engineer's Opinion of Probable Construction Cost (EOPCC)
8. Incorporate City and other 60% review comments.
9. Prepare Final Design documents for construction.
10. Develop final technical specifications to supplement the City standards and City front ends. City will provide current standard documents in Word format. HDR will fill in project information, (Project name, project number, dates) in the City provided front end documents.
11. Conduct internal QA/QC review with senior HDR staff familiar with project requirements for the City.
12. Submit final design document package to City for review. Final EOPCC will be developed. Following the review, a meeting will be held to review documents and address comments.
13. Conduct soil borings and generate report of soil characteristics related to project requirements (N values, rock location, approximate elevation of groundwater). A maximum of 20 borings are anticipated with depths ranging from 15-25 feet deep or to auger refusal. Rock cores will be requested at critical crossing locations such as areas proposed for trenchless construction, major roadway crossings, and environmentally sensitive areas. The rock cores will be drilled to a minimum of two pipe diameters below the proposed invert (rounded up to even increments of 5-foot). Standard soil borings will be proposed

to supplement rock cores along the alignment and will target an elevation at least two pipe diameters below the proposed invert but will not be drilled past refusal if encountered above the desired depth.

Key Understandings:

- The City will conduct tree clearing during the winter timeframe of Nov. 1 – March 31 in order to obtain a "May Affect, Not Likely to Adversely Affect" determination from the USACE under the new Programmatic Section 7 Informal Consultation Framework for the three listed bat species promulgated by the USACE and USFWS effective April 19, 2019.
- To qualify for NWP 12, the project is assumed to have no more than ½ acre of loss from fill activities. No individual permit and LEDPA analysis is required. No individual 401 water quality certification is required and a conditionally pre-certified 401 will be issued by the USACE.
- Soil borings are anticipated to generally follow 400 foot spacing interval depending on access restrictions. Landowners will be notified but easements do not need to be in place to conduct soil borings.
- The recommended conceptual alignment between Highway 50 and the Cedar Creek interceptor as outlined in the Phase 1 Sanitary Sewer Study will be the basis of design.
- Final Design documents and permitting will not begin until easements have been obtained.

Information and/or Services by Others:

- Geotechnical borings, soils classifications, and report will be developed by a subcontractor to HDR.

**Task 4 – Bidding Administration**

Bidding services provided by HDR include activities such as printing, document distribution, clarifications, addenda development and distribution, attending pre-bid and bid opening, and make a recommendation for award based upon a review of bids for completeness and accuracy as outlined below:

1. Bid document distribution to the QuestCDN electronic bidding site.
2. Attend pre-bid meeting approximately fourteen (14) calendar days prior to the bid opening. Issue an addendum related to questions from this meeting.
3. Address bid phase inquiries up to one (1) calendar day prior to the bid opening and issue addendum as necessary.
4. Attend bid opening, review bids for completeness and accuracy. Submit a formal recommendation for award to the City.

Key Understandings:

- The project will be Bid as one complete project one time. If the project is split into multiple projects requiring a second Bid advertisement for all or a portion of the project, an amendment for additional services may be required.
- The City will conduct the Bid opening electronically and generate the Tabulation of Bids therefrom. HDR will review the Bid Tabulations for irregularities and completeness.

**Task 5 – Construction Administration Phase**

Construction administration services provided by HDR include attending the pre-construction conference, completing contractor submittal reviews, interpreting contract documents when questions arise, attending monthly progress meetings, performing site visits, assisting with project completion activities, and updating contract drawings to reflect construction changes and as-built conditions.

Key Understandings:

- HDR will complete review of contractor submittals for the project. No more than two reviews for each submittal anticipated.
- City will be perform primary construction management, oversight, and on-site observation of the Work. HDR is available on an “as-needed” basis to address construction related issues, unforeseen conditions, or interpretation of drawings.

**Schedule**

HDR will begin our services upon receipt of written notice to proceed. HDR anticipates the following completion period for each task

Task 1: Full Contract duration

Task 2: Target Easement Exhibits to City within 150 days from NTP

Task 3: Final Design documents for review approximately 6 weeks after easements obtained

Task 4: Winter 2020

Task 5: Spring 2021 – Dec 2021

**Estimated Fee**

The estimate of staff labor and fee is attached as Exhibit 2 of this Exhibit B and summarized as follows:

Task 1:	\$15,200.00
Task 2:	\$98,270.00
Task 3:	\$178,620.00
Task 4:	\$10,145.00
Task 5:	<u>\$38,640.00</u>
<b>Total Maximum Fee:</b>	<b>\$340,875.00</b>



# RATE SCHEDULE

# EXHIBIT 2

(Rates shall be in effect for one (1) year beginning on the execution date of the agreement/amendment)

ROLE .....	HOURLY RATE
PROJECT PRINCIPAL/QUALITY CONTROL	\$200.00 - \$250.00
SENIOR PROJECT MANAGER	\$175.00 - \$225.00
SENIOR TECHNICAL SPECIALIST	\$200.00-\$290.00
SENIOR PROJECT ENGINEER	\$155.00 - \$200.00
PROJECT ENGINEER	\$110.00 - \$160.00
ASSISTANT PROJECT ENGINEER	\$80.00 - \$110.00
SENIOR STRUCTURAL ENGINEER	\$150.00 - \$220.00
STRUCTURAL ENGINEER	\$90.00 - \$150.00
SENIOR ELECTRICAL ENGINEER	\$150.00 - \$220.00
ELECTRICAL ENGINEER	\$90.00 - \$150.00
SENIOR MECHANICAL ENGINEER	\$145.00 - \$200.00
MECHANICAL ENGINEER	\$90.00 - \$145.00
SENIOR ENVIRONMENTAL SCIENTIST	\$145.00 - \$200.00
ENVIRONMENTAL SCIENTIST	\$90.00 - \$145.00
SENIOR TECHNICIAN	\$130.00 - \$140.00
TECHNICIAN	\$70.00 - \$125.00
FIELD MANAGER	\$135.00-\$160.00
FIELD SUPERVISOR II	\$110.00-\$135.00
FIELD SUPERVISOR I	\$50.00-\$110.00
FIELD TECHNICIAN II	\$55.00-\$80.00
FIELD TECHNICIAN I	\$45.00-\$65.00
SURVEY MANAGER	\$115.00 - \$160.00
SURVEY CREW	\$120.00 - \$195.00
SENIOR SUPPORT STAFF	\$85.00 - \$110.00
ADMINISTRATION PERSONNEL	\$ 50.00 - \$85.00
<b>REIMBURSABLES:</b>	
PRINTING & REPRODUCTION	COST
TRAVEL	CURRENT IRS RATE
PHONE	COST
MAPPING	COST
SUBCONSULTANTS	COST

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR SANITARY SEWER MODELING, HYDRAULIC CAPACITY AND DESIGN  
SERVICES (RFQ NO. 2018-064)**

**THIS AGREEMENT** made and entered into this 23 day of August, 2018, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and HDR Engineering Inc (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for a Sanitary Sewer Modeling, Hydraulic Capacity and Design Services (hereinafter "Project"); and

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

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

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

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

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

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

Engineer shall provide the following professional engineering services to City ("Basic Services"): Sanitary Sewer Modeling, Hydraulic Capacity and Design Services as described in Exhibit A

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

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



**ARTICLE III  
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of One Hundred and Fifty-One Thousand Three Hundred and Thirty Dollars (\$151,330), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in the Scope of Services attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of One Hundred and Fifty-One Thousand Three Hundred and Thirty Dollars (\$151,330).
- B. If so requested by Engineer, City will make payment monthly for Basic Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
  - 1. Project Name/Task Name/RFP Number/Description of Agreement.
  - 2. Invoice Number and Date.
  - 3. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
  - 4. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
  - 5. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
  - 6. Cost Invoices must be categorized by Phase.

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

**ARTICLE IV  
COMPLETION TIME**

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

***As shown in the Scope of Services***

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

**ARTICLE V  
INSURANCE**

- A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.
- B. **NOTICE OF CLAIM:** The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- C. **INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.

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

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

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

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

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

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

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

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

Limits:

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

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

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

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

**J. GENERAL INSURANCE PROVISIONS**

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

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

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

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to

the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.

- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. **EMERGENCY CHANGES IN SERVICES:** The Assistant Director of Water Utilities, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Assistant Director of Water Utilities and the City Manager.

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

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date

of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.

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

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

U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

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

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

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

and notices to Engineer shall be addressed to:

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

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



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

Reserved.

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

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the 23 day of August, 2018.


**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Council Infrastructure and Zoning  
Nancy K. Yendes

**ENGINEER:**

  
\_\_\_\_\_  
BY: Joseph E. Drimmel  
TITLE: Senior Vice President

ATTEST:

  
\_\_\_\_\_  
Asst. Secretary

**City of Lee's Summit**  
**RFQ No. 2018-064**  
**Sanitary Sewer Modeling, Hydraulic Capacity and Design Services**  
**Scope of Services**  
**Phase 1: Sanitary Sewer Study**

**Project Overview**

Portions of the trunk sewers within Cedar Creek Watershed experience significant wet weather peak flows attributed to inflow and infiltration (I/I). High I/I has been attributed to break-in service taps on the public system as well as illicit connections (sump pump, foundation drains, roof drains) on the private side of the system. In addition, the existing sewers have hydraulic impairments including flat or adverse slopes, sharp alignment bends, and multiple sewers joining at locations with limited downstream capacity. As a result, portions of the trunk sewers are over capacity, causing surcharging during heavy rain events. Anticipated multi-family development in the uppermost area of the watershed is projected to add additional flow to the system. In order to meet existing and future capacity needs the hydrologic characteristics within the watershed as well as the physical condition and hydraulic capacity of the trunk sewer within the collection system requires evaluation. This project will evaluate the main trunk sewer from its downstream connection to the Cedar Creek Interceptor (MH 37-001) to the upper reach where it connects to downtown (MH 30-124). In addition, the project will evaluate the affects of the recommended sewer improvements on the downstream Cedar Creek interceptor to the connection to the Little Blue Sewer District at the Vale Meter structure.

**Phase 1: Sanitary Sewer Study**

**Task 1 - Project Management/Administrative**

1. Conduct Project Kick-off Meeting with Design Team and City Staff.
2. Perform project phase administrative duties, including supervision and coordination of the project team, preparation and implementation of the safety plan, review of project costs and billings, preparation of invoices using Engineer's standard form, preparation of status reports, and general administrative activities.
3. Conduct four (4) general project meetings to discuss project status, flow and sizing analysis, condition assessment, cost effective analysis, modeling options and alignment, options, coordination efforts, etc. Provide meeting minutes for each meeting held with City Staff.

**Task 2 – Collection & Review of Existing Information**

1. Review City as-built information, (GIS, sewer, storm, rehabilitation, Cityworks mapping).
2. Review City inspection information (sewer CCTV, manhole inspections, Cityworks maintenance records) and staff institutional knowledge of problems areas and system performance. Identify line segments recommended for system renewal improvements (short term and long term) due to condition.
3. Review City flow meter and rainfall data and final report.

4. Review of current available property and easement information (plats, easements, GIS, limited title reports (10 maximum) included)
5. Contact utilities and obtain available utility information in the vicinity of the trunk sewer alignment (electric, water, gas, telecommunications).
6. Field survey sanitary sewer manholes along the trunk sewer alignment from MH 37-001 to MH 30-124 including the parallel sewer system. Approximately 90 manholes will be included. Survey control and benchmarks within the project area will be set.
7. Perform condition assessment and evaluation of level of surcharging within manholes at the time of invert elevation verification.
8. Conduct field site visits (3 visits included) with the design team and City personnel and evaluate alignments with respect to sewer geometry, local, state, and federal requirements including stream setbacks, stream crossings, and wetlands review of the project alignment.
9. Evaluate temporary easements and potential access easements based on conditions observed in the field. The Engineer will note potential significant private property impacts and any grade-dependent facilities.
10. Evaluate potential permitting issues involved with reconstruction and/or realignment of the sewer including City, FEMA, USACE, MDNR, MoDOT, UPRR, and/or Jackson County.
11. Meet with Water Utilities and Lee's Summit Development Services to determine potential future development/growth within the watershed and anticipated impact on future flow conditions.

### **Task 3 – Model Development, Capacity Assessment and Alternatives Analysis**

1. Conduct a predesign workshop to review available sewer modeling software with City staff and compare and contrast methodology and benefits. The outcome of the workshop is to pick the platform to proceed with development of a hydraulic model for this area that can ultimately be provided to the City at the end of the project for use by City staff.
2. Based on workshop results, the selected modeling software will be utilized to develop a hydraulic model of sewers 10-inch diameter and larger to analyze the service area. 8-inch sewers in the downtown area where two future high density developments are anticipated will also be included in the model. The evaluation will include an analysis of flows for current conditions based on recent flow monitoring and comparison to projected flows based on the Lee's Summit Design Criteria. Models for the current and future loadings will be created.
3. System performance and capacity constraints will be evaluated for current conditions and future capacity conditions. Design criteria peak flows will be compared to flow conditions observed during recent flow monitoring. Design scenarios considering reductions in I&I within the watershed will be analyzed to determine the impact on peak wet weather flow.

4. Conduct a flow and size analysis of the trunk sewer with and without I/I removal. Flow and size analysis will be evaluated with public and private I/I removal, public removal only, and then private removal only. Flows from future high density residential development will be included. Models including the proposed capacity improvements will be created for each scenario. Considerations for peak flow storage within the watershed will be analyzed to determine the effect on trunk sewer sizing. Up to three locations for potential peak flow storage will be reviewed.
5. Evaluate the proposed improvements in comparison to the available inspection data and system renewal needs to inform the extent and scope of recommended capacity improvements. Incorporate system renewal improvements into the recommended improvement project where appropriate.

#### **Task 4 – Preliminary Design Memorandum**

1. Summarize flow scenarios considered (City Design Criteria k-factors, flow metering calculated k-factors, and a combined/modified Design Criteria k-factors). Recommend design peak flows for trunk sewer sizing.
2. Establish sizing and design conditions for each gravity line segment within the project limits based on recommended alignments and preliminary slopes.
3. Discuss potential insitu repair technologies to existing manholes and sewers to minimize open cut sewer replacement.
4. Prepare preliminary plan and profile sheets utilizing Lee's Summit GIS data and aerial photography as a background. Develop preliminary vertical profiles of the sewer using existing ground surface contours developed from GIS mapping. Identify preliminary manhole locations. From available information collected, existing utilities will be shown on the drawings. The Engineer will show the proposed permanent and temporary easements and property owner information obtained from Jackson County Assessor on the plan and profile sheets.
5. Summarize permitting and property concerns for the recommended improvements.
6. Develop conceptual cost estimates of the removal of typical residential inflow sources from the sewer system including foundation drains, sump pumps, downspouts, and stairwell drains. These typical costs will be extrapolated based on the total number of residential properties and assumed number of illicit connections based on previous priority basin studies.
7. Prepare conceptual cost estimates for the recommended improvements to the public sewer system. These overall cost estimates will be compared to per capita costs for removal of private I/I.
8. Prepare Draft and Final "Basis of Design" memorandum documenting modeling, along with gravity sewer and peak storage pre-design activities. The report will be prepared and provided to the City in hard (3 copies) and electronic (PDF) versions. The system modeling will also be provided electronically to the City.

9. Conduct meeting to review preliminary plan and profile of alignments with City staff.
10. Conduct a presentation to the Public Works committee on the findings of the Preliminary Design Memorandum.



**City of Lee's Summit Sanitary Sewer Modeling, Hydraulic Capacity & Design Services  
Phase 1: Sanitary Sewer Study Scope and Fee**

Task Name/Description	Task Start Date	Task End Date	F. Young Principal 250.00	S. Tomic Sr. Technical Specialist/ Modeler/QC 250.00	B. Bashon Regent/QC 210.00	A. Bennett Sr. Project Manager 210.00	R. Biele Sr. Project Eng. 200.00	A. Baywell Project Eng. 150.00	S. Humphreys Sr. Tech Specialist/ Modeler 210.00	S. Puckett Modeler/Project Eng. 120.00	A. DeGusta Project Eng. 125.00	W. Neale Assistant Project Eng. 105.00	W. Sherman Sr. Technician 125.00	J. Yule Survey Mgr. 150.00	T. Green Survey Crew Chief 105.00	T. Meyer Survey Crew 70.00	J. Jasper Field Supervisor I 95.00	S. Hatley Sr. Support Staff 85.00	A. Whitt Admin 75.00	S. Burre Admin 75.00	HDK Expenses	Total	
																							TASKS
Task 1: <b>Model Dev. Capacity Assessment Analysis</b>	10/20/24	10/20/24																					
1. Conduct a field survey to determine existing sanitary sewers with City staff and compare and contrast methodology and benefits. The outcome of the workshop is to pick the platform to proceed with development of a hydraulic model for this area that can ultimately be passed off to the City at the end of the project for use by City staff.			8						16														
2. Based on workshop results, the selected modeling software will be used to develop a hydraulic model of sewers 10-inch diameter and larger. The model will be developed using the data provided by the City. When the two future high density developments are anticipated and included in the model. The evaluation will include an analysis of flow for current conditions based on recent flow monitoring and comparison to the current and future loading scenarios. Models for the current and future loading scenarios will be developed.				4																			
3. System performance and capacity constraints will be evaluated for current conditions and future capacity conditions. Design criteria peak flows will be compared to flow conditions observed during recent flow monitoring. Design scenarios considering reductions in flow within the area will be analyzed to determine the impact on peak wet weather flow.					4			24															
4. Conduct a flow and size analysis of the trunk sewer with and without all private lift removal public removal only, and then private removal only. Note: from future high density residential development will be included. Models for the current and future loading scenarios will be developed. Each scenario. Considerations for peak flow storage within the watershed will be analyzed to determine the effect on trunk sewer sizing. Up to three locations for potential peak flow storage will be reviewed.			8						8	16													
5. Evaluate the proposed improvements in comparison to the available inspection data and system renewal needs to inform the user and provide recommendations for the recommended improvement project where appropriate.																							
<b>Subtotal Hours</b>			0	4	0	24	32	32	80	76	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal Dollars</b>			0	11600	0	50400	64000	48000	168000	91200	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Task 1</b>																							444,720
<b>Task 2: Preliminary Design Memorandum</b>	10/20/24	10/20/24																					
1. Summarize flow scenarios, constraints and recommended design peak flows.																							
2. Establish sizing and design conditions for each gravity flow segment based on recommended alignments and preliminary slopes.																							
3. Discuss potential in situ repair technologies to existing manholes and sewers to minimize open cut sewer replacement.																							
4. Prepare preliminary plan and profile sheets, along with Summit GIS data and aerial photography as a background. Develop preliminary manhole and sewer alignments, including manhole and sewer locations from GIS mapping. Identify potential manhole and sewer locations. To the greatest extent possible, the Engineer will show existing facilities (utility and any known on site sewage disposal systems) on the drawings. The Engineer will show the proposed permanent and temporary alignments and proposed future sewer alignments for the pipe and public streets.																							
5. Prepare permitting and property concerns for the recommended improvements.																							
6. Develop conceptual cost estimates of the removal of typical residential inflow sources from the sewer system including foundation drains, sump pumps, downspouts, and stormwater drains. These typical costs will be used to estimate the total cost of the project. The Engineer will assume a number of lifted connections based on previous gravity basin studies.																							
7. Prepare conceptual cost estimates for the recommended improvements to the public sewer system. These overall cost estimates will be compared to per capita costs for removal of private lift																							
<b>Subtotal Hours</b>			1																				
<b>Subtotal Dollars</b>			1																				52,260
<b>Total</b>																							\$4,000
																							\$7,140
																							\$18,400
																							\$8,000
																							\$6,800
																							\$3,800
																							\$44,720
																							\$44,720
																							\$2,400
																							\$2,400
																							\$11,000
																							\$1,440
																							\$1,360
																							\$2,000
																							\$4,000
																							\$2,000
																							\$4,000

City of Lee's Summit Sanitary Sewer Modeling, Hydraulic Capacity & Design Services  
Phase 1: Sanitary Sewer Study Scope and Fee

Allowable Billing Rates per Client Contract	Task Start Date	Task End Date	P. Young Principal 250.00	S. Lemic Sr. Technical Specialist / Modeler / QC 250.00	B. Bunton Report QC 210.00	A. Brouette Sr. Project Manager 210.00	R. Dieck Sr. Project Eng. 200.00	A. Bagwell Project Eng. 150.00	S. Humphreys Sr. Tech Specialist / Modeler 210.00	S. Puckelstien Modeler/Project Eng. 120.00	A. DeGonia Project Eng. 125.00	W. Nade Assistant Project Eng. 105.00	W. Sherman Sr. Technician 125.00	J. Vahle Survey Mgr. 150.00	T. Green Survey Crew Chief 105.00	T. Meyer Survey Crew 70.00	J. Jarper Field Supervisor I 95.00	S. Hatley Sr. Support Staff 85.00	A. Bryant Admin 75.00	S. Barnes Admin 75.00	FDR Expenses	Total		
																							Task Hours	Task Rate
TASKS																								
3) Prepare Detail and Final "Basis of Design" memorandum documenting the design process, including all design decisions, design calculations, and electronic outputs. The report will be prepared and provided to the City in hard and electronic copies. The system modeling will also be provided electronically to the City.			2	6	0	8	4	24		24													\$10,950	
4) Conduct modeling to review preliminary plan and profile of alignments with the Public Works Commission on the feasibility of the proposed design.			2	4	4	4	4	4															\$2,714	
7) Conduct presentation to the Public Works Commission on the findings of the Preliminary Design Memorandum.			2	4	4	4	4	4															\$1,310	
Subtotal Hours			8	38	6	38	24	72		8	56	0	8	0	0	0	0	0	0	0	0	0	\$1,310	
Subtotal Dollars			2000	0	1260	7980	4800	10800		960	7000	0	11000	0	0	0	0	0	0	0	0	0	250	\$46,050
Total Task 4			18	6	10	120	86	138		84	88	104	92	16	48	48	10	8	8	8	4		984	
Total Billing Amount			\$4,500	\$1,740	\$2,100	\$25,200	\$17,200	\$21,700	\$21,160	\$10,080	\$11,000	\$10,920	\$11,500	\$2,400	\$5,040	\$3,360	\$950	\$600	\$600	\$600	\$100	\$2,900	\$151,330	

Estimated Project Fee \$151,330





## RATE SCHEDULE

(Rates shall be in effect for one (1) year beginning on the execution date of the agreement)

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ROLE .....	HOURLY RATE
PROJECT PRINCIPAL/QUALITY CONTROL	\$200.00 - \$250.00
SENIOR PROJECT MANAGER	\$175.00 - \$225.00
SENIOR TECHNICAL SPECIALIST	\$200.00-\$290.00
SENIOR PROJECT ENGINEER	\$155.00 - \$200.00
PROJECT ENGINEER	\$110.00 - \$155.00
ASSISTANT PROJECT ENGINEER	\$80.00 - \$110.00
SENIOR STRUCTURAL ENGINEER	\$145.00 - \$220.00
STRUCTURAL ENGINEER	\$90.00 - \$145.00
SENIOR ELECTRICAL ENGINEER	\$145.00 - \$220.00
ELECTRICAL ENGINEER	\$90.00 - \$145.00
SENIOR MECHANICAL ENGINEER	\$145.00 - \$195.00
MECHANICAL ENGINEER	\$90.00 - \$145.00
SENIOR ENVIRONMENTAL SCIENTIST	\$145.00 - \$195.00
ENVIRONMENTAL SCIENTIST	\$90.00 - \$145.00
SENIOR TECHNICIAN	\$115.00 - \$140.00
TECHNICIAN	\$70.00 - \$125.00
FIELD MANAGER	\$70.00-\$155.00
FIELD SUPERVISOR II	\$65.00-\$100.00
FIELD SUPERVISOR I	\$50.00-\$95.00
FIELD TECHNICIAN II	\$55.00-\$80.00
FIELD TECHNICIAN I	\$45.00-\$65.00
SURVEY MANAGER	\$110.00 - \$150.00
SURVEY CREW	\$120.00 - \$185.00
SENIOR SUPPORT STAFF	\$80.00 - \$110.00
ADMINISTRATION PERSONNEL	\$ 50.00 - \$85.00

**REIMBURSABLES:**

PRINTING & REPRODUCTION	COST
TRAVEL	CURRENT IRS RATE
PHONE	COST
MAPPING	COST
SUBCONSULTANTS	COST

**SOLE SOURCE PURCHASE JUSTIFICATION FORM**

**SUBMIT THIS FORM TO THE PROCUREMENT AND CONTRACT SERVICES DIVISION FOR APPROVAL PRIOR TO PLACING AN ORDER DOCUMENTATION FROM THE SUPPLIER/CONTRACTOR/MANUFACTURER IDENTIFYING SPECIFICS AS TO WHY THEY SHOULD BE CONSIDERED A "SOLE SOURCE" IS REQUIRED TO BE SUBMITTED WITH THIS FORM**

Date: 11/8/2019                      Department: Water Utilities                      Requested By: David Lohe

Vendor Contacted & Address: HDR Engineering, Inc.  
10450 Holmes Road, Suite 600  
Kansas City, MO 64131-3471  
 Phone Number: 816-347-1120

Give a brief description of the item or service requested; why you feel it is unique and why no other source will meet the need:  
 -See attached Memo-

Estimated Project Cost: \$340,875.00                      Was the request budgeted? Yes  
 Term of this sole source is: November 2019 through Project Completion  
 Will a yearly contract be established based on this sole source? No

Other Contacts	Their Responses:
Name: N/A	
Address:	
Phone #:	
Name:	
Address:	
Phone #:	

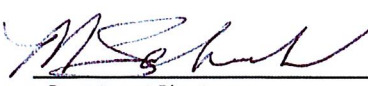

Was the manufacturer contacted for other distributors? N/A

Please explain:

\_\_\_\_\_

\_\_\_\_\_

I concur with the above explanations and approve this request:

	11/14/19	_____	_____
Department Director	Date	City Manager	Date
	11/15/19	_____	_____
Procurement and Contract Services Manager (CPO)	Date	Park Administrator	Date
_____	_____	_____	_____
City Clerk as approved by Council	Date		

**APPROVALS REQUIRED:**

<b>APPROVALS REQUIRED FOR ALL CITY DEPARTMENTS (EXCLUDING PARKS &amp; RECREATION):</b>	
\$ .01 - \$ 9,999.99	Department Director, Procurement and Contract Services Manager (CPO) Approval
\$ 10,000 - \$ 49,999.99	Department Director, Procurement and Contract Services Manager (CPO) Approval, City Manager Approval
\$ 50,000 & Above	Department Director, Procurement and Contract Services Manager Approval (CPO), City Manager & City Council Approval
<b>APPROVALS REQUIRED FOR PARKS &amp; RECREATION ONLY:</b>	
\$.01 - \$ 9,999.99	Parks Administrator & Procurement and Contract Services Manager (CPO) Approval
\$ 10,000 - \$ 49,999.99	Parks Administrator, Procurement and Contract Services Manager (CPO) Approval
\$ 50,000 & Above	Parks Administrator, Procurement and Contract Services Manager Approval & Park Board Approval



**City of Lee's Summit**  
**Department: Public Works - Engineering**  
**Memorandum**

<b>To:</b>	Rick Gentry, Procurement and Contract Services Manager
<b>From:</b>	David Lohe, P.E., Supervisory Engineer
<b>Date:</b>	November 8, 2019
<b>Re:</b>	HDR Engineering Sole Source Request

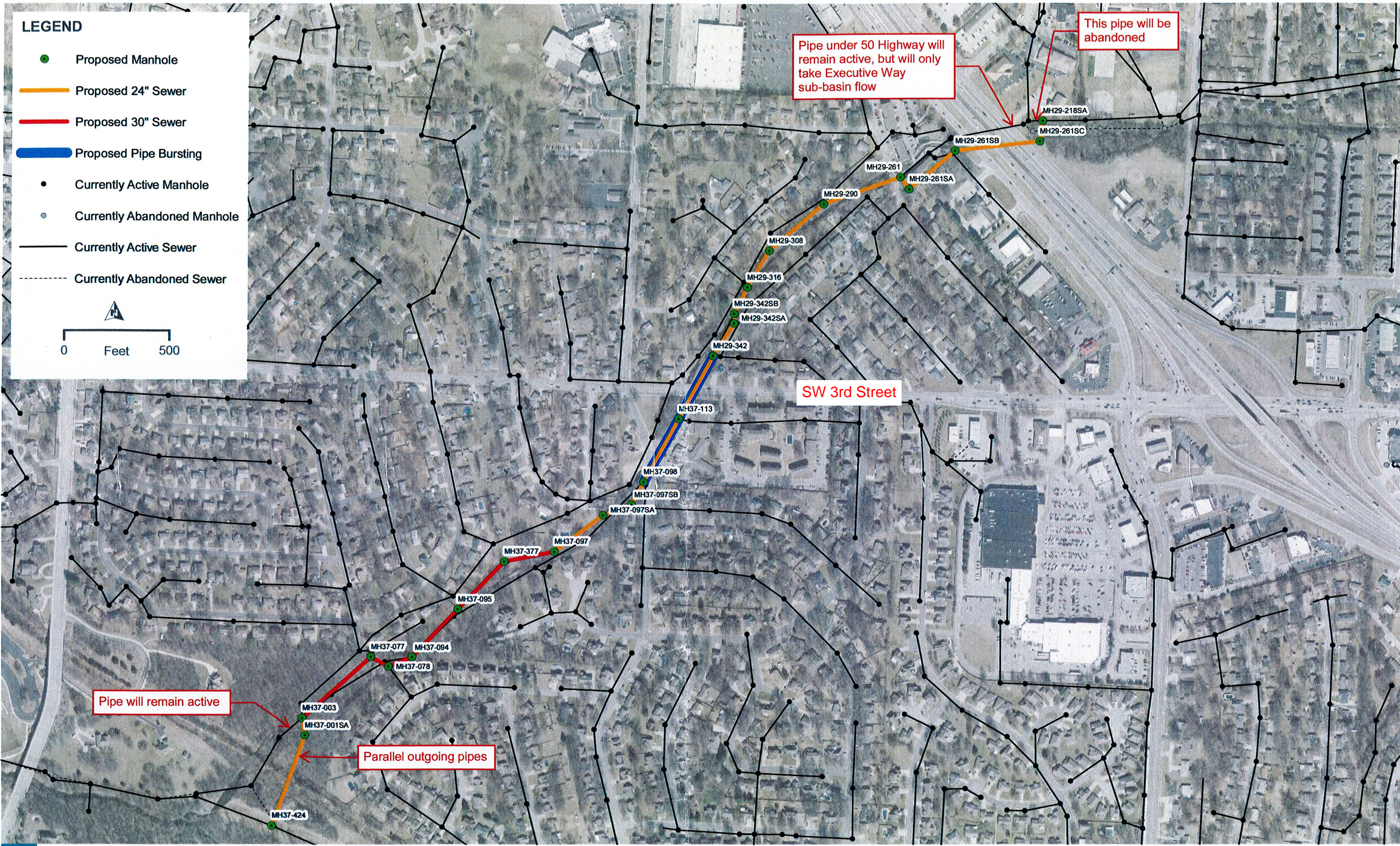
Water Utilities would like to implement final design and bidding services for the main trunk sewer from the Cedar Creek Interceptor (MH 37-001) to a location just north and east of US 50 Hwy (MH 29-220).

Section 8.3.d of the City's current Purchasing Policy Manual states the Procurement Manager may waive the requirement of competitive bids or proposals for supplies/services when he/she has determined in writing the following condition: "A firm has significant previous or specialized knowledge on a proposed project that would result in significant monetary and/or time savings in completion of the project." HDR meets this condition of special knowledge resulting in both time and cost savings. Under RFQ No. 2018-064, HDR has done all the preliminary work required to complete the project. Much of this work would have to be repeated if a different Professional Engineer were brought on board, resulting in increased costs and time to complete the project.

HDR was selected under RFQ No. 2018-064 for Sanitary Sewer Modeling, Hydraulic Capacity and Design Services to evaluate the main trunk sewer from the Cedar Creek Interceptor (MH 37-001) to the upper reach where it connects to downtown (MH 30-124). A Preliminary Design Memorandum was submitted establishing pipe size based on recommended alignments and slopes. Preliminary plan and profile sheets were prepared identifying manhole placement, possible insitu repairs, proposed permanent and temporary easements, property concerns, and cost estimates.

**LEGEND**

- Proposed Manhole
- Proposed 24" Sewer
- Proposed 30" Sewer
- Proposed Pipe Bursting
- Currently Active Manhole
- Currently Abandoned Manhole
- Currently Active Sewer
- - - Currently Abandoned Sewer



Pipe under 50 Highway will remain active, but will only take Executive Way sub-basin flow

This pipe will be abandoned

Pipe will remain active

Parallel outgoing pipes

SW 3rd Street



**PROPOSED ALIGNMENT**  
LSMO DOWNTOWN INTERCEPTOR

FIGURE 13

## Packet Information

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**File #:** TMP-1425, **Version:** 1

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An Ordinance authorizing execution of Addendum No. 7 to On-Call Agreement for Water and Wastewater Professional Engineering Services Yearly Contract with Olsson Associates Inc. (Original RFQ No. 2016-042-2) for tasks associated with Water Tower Re-Coating Construction Phase Services for a not to exceed cost of \$159,548.00, and authorizing the City Manager to enter into an agreement for the same.

**Issue/Request:**

An Ordinance authorizing execution of Addendum No. 7 to On-Call Agreement for Water and Wastewater Professional Engineering Services Yearly Contract with Olsson Associates Inc. (Original RFQ No. 2016-042-2) for tasks associated with Water Tower Re-Coating Construction Phase Services for a not to exceed cost of \$159,548.00.

**Key Issues:**

- Lee's Summit maintains 4 Water Towers, 1 Stand Pipe and 4 Ground Storage Reservoirs to provide potable water services to the Customers of Lee's Summit Water Utilities.
- These Towers and Tanks are protected from internal and external corrosion with epoxy coating systems.
- The replacement of these systems is funded through the utilities Equipment Replacement Program. (ERP)
- The City's Elevated Towers are due for coating replacement and Hook and Ranson are scheduled to be done this coming spring and fall respectively.
- Worldwide Industries Corp. has been contracted to provide the re-coating services for these towers
- This work will need to be overseen and tested by personnel with specialized training for this type of process.
- Olsson Associates has a Non-Destructive Testing Division with NACE certifications in the Kansas City Metro.
- Olsson will provide onsite inspection and testing throughout the course of the project while working with the Public Works Construction Management Team to handle the contract paperwork.

**Proposed Committee Motion:**

I move to recommend to the City Council approval of an Ordinance authorizing execution of Addendum No. 7 to On-Call Agreement for Water and Wastewater Professional Engineering Services Yearly Contract with Olsson Associates Inc. (Original RFQ No. 2016-042-2) for tasks associated with Water Tower Re-Coating Construction Phase Services for a not to exceed cost of \$159,548.00.

Background:

The inspection of tank preparation, coating application and environmental matters is critical to the success of a recoating project. The Resident Project Representative and NACE Certified Specialist will do daily work review including mil thickness testing, permeability, and quality of work. The primary purpose for this inspection is to provide City with services outside of our normal inspection work to ensure delivery of the contracted product.

Jeff Thorn, Assistant Director Water Utilities

Recommendation: Staff recommends approval of an Ordinance authorizing execution of Addendum No. 7 to On-Call Agreement for Water and Wastewater Professional Engineering Services Yearly Contract with Olsson Associates Inc. (Original RFQ No. 2016-042-2) for tasks associated with Water Tower Re-Coating Construction Phase Services for a not to exceed cost of \$159,548.00, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation:

## **BILL NO. 19-**

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AN ORDINANCE AUTHORIZING EXECUTION OF ADDENDUM NO. 7 TO ON-CALL AGREEMENT FOR WATER AND WASTEWATER PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT WITH OLSSON ASSOCIATES INC. (ORIGINAL RFQ NO. 2016-042-2) FOR TASKS ASSOCIATED WITH WATER TOWER RE-COATING CONSTRUCTION PHASE SERVICES FOR A NOT TO EXCEED COST OF \$159,548.00, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the Water Utilities Department operates and maintains water towers as part of the water distribution system in Lee's Summit; and,

WHEREAS, these water towers are protected by a coating system to prevent corrosion; and,

WHEREAS, Water these coating systems are in need of replacement on the Hook and Ranson Water Towers; and,

WHEREAS, the replacement of these coatings is budgeted in the Equipment Replacement Program; and,

WHEREAS, Inspection of this work is critical to project success; and,

WHEREAS, Olsson Associates has certified individuals on their non-destructive testing team who specialize in this type of work; and,

WHEREAS, Olsson Associates has an on-call contract with the City which includes this type of task.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of Addendum 7 of the On-call agreement, RFQ 2016-042-2, of with Olsson Associates Inc. for the services contained in in an amount not to exceed \$159,548.00. The On-call agreement and said Addendum are on file with the City of Lee's Summit Water Department and is incorporated by reference as if fully set forth herein.

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

**BILL NO. 19-**

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

\_\_\_\_\_  
ATTEST:

Mayor William A. Baird

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

APPROVED AS TO FORM:

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



**ADDENDUM NO. 7  
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2**

**WATER TOWER RE-COATING INSPECTION SERVICES**

**THIS ADDENDUM NO. 7 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Olsson Associates, Inc. (hereinafter "Engineer").

**WITNESSETH:**

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

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

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

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

**ARTICLE I**

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

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

Additional services related to the Construction Inspection Services for the Hook and Ranson Water Tower Re-Coating Project as described in Exhibit A of the Addendum No. 7 attached hereto and incorporated herein by reference. All other provisions of the Base Agreement shall remain in full force and effect.

**ARTICLE II  
COMPENSATION FOR SCOPE OF SERVICES**

Payment to the Engineer for the services identified herein shall not exceed \$159,548, pursuant to the rates set forth in Exhibit A to the Base Agreement.

**ARTICLE III  
TERMS OF BASE AGREEMENT TO APPLY**

All terms of the Base Agreement shall remain in full force and effect and shall apply to this Addendum No. 7.

This Addendum No. 7 shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

**IN WITNESS WHEREOF**, the parties have caused this Modification to On-Call Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
STEPHEN A. ARBO, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
NANCY YENDES  
CHIEF COUNSEL OF INFRASTRUCTURE AND PLANNING

**ENGINEER:** OLSSON ASSOCIATES, INC.

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

Attest:

\_\_\_\_\_

## **EXHIBIT A to ADDENDUM NO. 7 SCOPE OF SERVICES**

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

### **GENERAL**

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

### **PROJECT DESCRIPTION AND LOCATION**

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

Project Description: Water Tower Re-coatings Project

### **COMPENSATION**

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

Olsson's Scope of Services will be provided on a time and expense basis, including the additions of NACE-certified RPR at rate of \$90/hour and \$100 per trip-day Positector equipment charge not to exceed One Hundred Fifty-Nine Thousand Five Hundred Forty-eight Dollars (\$159,548.00) without written amendment authorization from the Client.

### **SCHEDULE FOR OLSSON'S SERVICES**

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

Anticipated Start Date: November 11, 2019

Anticipated Completion Date: June 30, 2021

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

## SCOPE OF SERVICES

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

### Phase 100 - Construction Administration Services

Olsson shall provide the following administrative assistance services for the construction contract thru Substantial Completion, over an anticipated period of fifteen (15) active months. Olsson will utilize City's document management software. City to provide remote access and up to ½ day training in software use.

#### Task 101 - Pre-construction Meeting

Olsson shall conduct a pre-construction meeting, prepare meeting agenda, and prepare and distribute meeting minutes to attendees.

#### Task 102 - Submittal Data

Olsson shall review Contractor's submittal data on materials for general conformance to design intent.

#### Task 103 - Review Progress Payments

Olsson shall review the Contractor's monthly progress payment applications for general conformance to the work progress and mathematical accuracy.

#### Task 104 - Progress Meetings

Olsson shall conduct monthly progress meetings during Project construction and prepare and distribute meeting minutes to attendees. Olsson shall attend a total of fifteen (15) progress meetings.

#### Task 105: Change Orders

Olsson shall evaluate and review Contractor's change order requests. If acceptable, Olsson shall develop change orders for Clients approval, as required.

**Construction Administration Services Fee: \$25,724.00**

### Phase 200 - Construction Observation Services

#### Task 201 - Construction Observation

Olsson shall perform construction observation services and duties of Engineer as defined in Article 9 of the General Conditions of the Construction Contract. Olsson shall also provide Resident Project Representative (RPR) services outlined in Exhibit B of the construction documents, "Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" with the following revisions:

- Replace Paragraph 8, Sub-paragraph a, with the following:  
*"Maintain digital records of daily observation reports, inspection reports, site photos, progress meeting minutes, plans and specifications, shop drawings, change orders, work change directives, and other project related documents."*
- Replace Paragraph 8, Sub-paragraph b with the following:  
*"Keep a digital log of daily observation or inspection reports for each day the RPR is onsite, recording CONTRACTOR work performed, weather conditions, details and results of inspections or tests performed, job site visitors, daily activities, decisions, general and specific observations made, and all other pertinent information."*
- Add the following Sub-paragraph to Paragraph 9:

*“e. Daily observation or inspection reports will be submitted to the OWNER on a weekly basis through the OWNER’S online construction administration site. Other construction administration items will be submitted through the site as requested by the OWNER”.*

Olsson’s RPR shall be a NACE CIP Level 2 certified inspector for the review of technical specifications for coatings and application; observation of blasting/surface preparation and cleaning; weather conditions; and coating application (all prime, intermediate, and final coats). Each coating layer will have dry film thickness readings collected. Surface profile readings, weather conditions, wet mil thickness, and dry film thickness readings will be recorded in a field coating report. A final coating oversight/inspection document will be completed.

RPR duties are anticipated to be approximately “full-time” during Contractor’s active working days and allowable working hours defined in the construction contract. A total of 140 working days and estimated 1,120 hours are anticipated to complete construction work in the required sequence, over a period of 9 active working months during the restricted construction season and schedule.

**Task 202 - Contract Documents**

Olsson shall provide written responses to Client’s requests for information (RFIs) about contract documents, as required.

**Construction Observation Services Fee: \$128,596.00**

**Phase 300 - Project Close-Out**

**Task 301 - Substantial Completion Recommendation**

Upon Contractor request for substantial completion approval, Olsson shall verify the Project on site and respond to Client.

**Task 302 - Final Inspection**

Olsson shall conduct the Project final inspection with Client. Olsson shall provide written punch list and/or certificate of completion to Contractor and Client.

**Task 303 - Record Drawings**

Olsson shall revise construction documents to reflect construction records for the Project with Contractor and RPR record drawings. Olsson shall provide Client with one (1) electronic copy and one (1) paper copy. Olsson shall provide shape files to Client, for implementation into the GIS system.

**Project Close-Out Services Fee: \$5,228.00**

**TOTAL PROJECT SERVICES FEE: \$159,548.00**

**ADDITIONAL SERVICES**

The following are examples of tasks/services that Client may authorize as an Additional Service or as an amendment to this Work Order.

**Miscellaneous Additional Services**

Additional meetings; certified payroll review; extended RPR service period for construction contract time extensions/delays; and/or additional quantity/scope of basic services.

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

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

Attachments  
Fee Estimate

Service Period Assumptions

Addendum No. 7 - Water Tower Re-Coatings Project

GENERAL INFORMATION:	Date	Days	Months
Notice to Proceed (estimated)	12/1/2019		
Substantial Completion	6/3/2021	550	18
Final Completion	8/2/2021	610	20
Restricted Period:			
June 15 - September 15	6/15/2020 9/15/2020	92	3
<b>CONSTRUCTION ADMINISTRATION - PHASE 100</b>			
Total Available Working Period - Phase 100	6/3/2021	458	15
<b>Service Fee Basis Period - Phase 100</b>	<b>6/3/2021</b>	<b>458</b>	<b>15</b>
<b>CONSTRUCTION OBSERVATION (RPR/NACE) - PHASE 200</b>			
First Season	12/1/2019		
Total calendar days	6/15/2020	197	
Total Available Working days (not incl holidays)		138	
Est. Active working days	70%	97	
Second Season	9/15/2020		
Total calendar days	12/15/2020	91	
Total Available Working days (not incl holidays)		62	
Est. Active working days	70%	43	
Third season (if needed)	12/15/2020		
Total calendar days	6/3/2021	170	
Total Available Working days (not incl holidays)		118	
Est. Active working days	0%	0	
Total Available Working Period - Phase 200	6/3/2021	458	15
<b>Service Fee Basis Period - Phase 200</b>	<b>12/15/2020</b>	<b>288</b>	<b>9</b>
<b>Service Fee Basis Active Working Days - Phase 200</b>		<b>140</b>	



Date: 10/29/2019

Job: Lee's Summit - Water Tower Re-Coating Construction Phase

Phase/ Task	Description of Work	TOTAL DAYS	TOTAL LABOR FEE	TOTAL EXPENSE FEE	TOTAL FEE
	<b>Phase 100 Construction Administration Services</b>				
101	Preconstruction Meeting	1.50	\$1,777	\$29	\$1,806
102	Submittal Data	6.50	\$5,506	\$29	\$5,535
103	Progress Payments	4.75	\$3,794		\$3,794
104	Progress Meetings (15 meetings)	9.38	\$11,728	\$348	\$12,076
105	Change Orders	2.50	\$2,513		\$2,513
	<b>Sub-Total</b>	<b>24.63</b>	<b>\$25,318</b>	<b>\$406</b>	<b>\$25,724</b>
	<b>Phase 200 Construction Observation Services</b>				
201	Construction Observation - RPR/NACE	151.25	\$113,559	\$10,050	\$123,609
202	Contract Documents	4.63	\$4,987		\$4,987
	<b>Sub-Total</b>	<b>155.88</b>	<b>\$118,546</b>	<b>\$10,050</b>	<b>\$128,596</b>
	<b>Phase 300 Project Close Out</b>				
301	Substantial Completion Recommendation	1.00	\$1,110		\$1,110
302	Final Inspection	2.50	\$2,580	\$80	\$2,660
303	Record Drawings	1.63	\$1,458		\$1,458
	<b>Sub-Total</b>	<b>5.13</b>	<b>\$5,148</b>	<b>\$80</b>	<b>\$5,228</b>
	<b>GRAND TOTAL</b>	<b>185.64</b>	<b>\$149,012</b>	<b>\$10,536</b>	<b>\$159,548</b>



## Packet Information

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**File #:** TMP-1431, **Version:** 1

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An Ordinance approving Change Order No. 2 to the contract with J&N Utilities, Inc. for the Harris Road watermain replacement project, an increase of \$20,336.80 for a revised contract price of \$425,545.60.

### Issue/Request:

An Ordinance approving Change Order No. 2 to the contract with J&N Utilities, Inc. for the Harris Road watermain replacement project, an increase of \$20,336.80 for a revised contract price of \$425,545.60.

### Key Issues:

- 634 feet of existing fence was identified on the plans for removal and replacement; however, this quantity was not included in the bid items.
- 262 feet of 12" PVC watermain was identified as "lowering watermain", which should have been identified simply as "water line pipe - 12" PVC".
- Plan quantities of several items are being adjusted to match the final measured quantities

### Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order No. 2 to the contract with J&N Utilities, Inc. for the Harris Road watermain replacement project, an increase of \$20,336.80 for a revised contract price of \$425,545.60.

### Background:

This project replaced approximately 4,100 feet of existing 3-inch lines with 12-inch lines. The primary purpose of the project was to strengthen the system. This project, along with the proposed Change Order amount of \$20,336.80 falls well below the project budget of \$504,000.00.

### Impact/Analysis:

[Enter text here]

### Timeline:

Start: \_\_\_\_

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**File #:** TMP-1431, **Version:** 1

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Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Michael Anderson, Construction Manager

Recommendation: Staff recommends approval of an Ordinance approving Change Order No. 2 to the contract with J&N Utilities, Inc. for the Harris Road watermain replacement project, an increase of \$20,336.80 for a revised contract price of \$425,545.60.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 19-xxx**

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AN ORDINANCE APPROVING CHANGE ORDER No. 2 TO THE CONTRACT WITH J&N UTILITIES, INC. FOR THE HARRIS ROAD WATERMAIN REPLACEMENT PROJECT, AN INCREASE OF \$20,336.80 FOR A REVISED CONTRACT PRICE OF \$425,545.60.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with J&N Utilities, Inc. for the Harris Road Watermain Replacement project, being undertaken by the City's Water Utilities Department; and,

WHEREAS, 634 feet of existing fence was identified on the plans for removal and replacement; however, this quantity was not included in the bid items; and,

WHEREAS, 262 feet of 12" PVC watermain was identified as "lowering watermain", which should have been identified simply as "water line pipe – 12" PVC"; and,

WHEREAS, Plan quantities of several items are being adjusted to match the final measured quantities.

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

SECTION 1. That the Change Order No. 2 to the contract with J&N Utilities, Inc. for the Harris Road Watermain Replacement project, an increase \$20,336.80 for a revised contract price of \$425,545.60, a true and accurate copy attached hereto as Change Order No. 2 and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

ATTEST:

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

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

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

**BILL NO. 19-xxx**

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ATTEST:

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

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

APPROVED AS TO FORM:

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



## Lee's Summit Change Order Details

Harris Road Water Main Replacement - FY19

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<b>Description</b>	Installation of 4,100 feet of water main, hydrants, valves, fittings, service lines, service connections, connections to existing water mains, surface restoration including all materials, labor, equipment, testing, supervision, and any and all other items necessary to complete the work. <b>Project Number: 43431683-C</b> <b>Purchase Order: #124238</b> <b>Funds:</b> <ul style="list-style-type: none"><li>• <b>313</b> (District 14) - \$154,025.61</li><li>• <b>314</b> (Water Tap) - \$69,000.00</li><li>• <b>316</b> (Water Construction) - All remaining charges</li></ul> <b>Contractor: J&amp;N Utilities</b>
<b>Prime Contractor</b>	J & N Utilities, Inc. PO Box 1284 Blue Springs, MO 64013
<b>Change Order</b>	2
<b>Status</b>	Pending
<b>Date Created</b>	10/29/2019
<b>Type</b>	City Council Approval
<b>Change Order Description</b>	This is final change order to account for final measured quantities. Also, there was additional fencing that was identified as needing to be replaced as part of the project.
<b>Awarded Project Amount</b>	\$387,800.80

**Authorized Project Amount**    \$405,208.80  
**Change Order Amount**         \$20,336.80  
**Revised Project Amount**        \$425,545.60

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - City of Lee's Summit</b>									
0004	4	LF	\$200.000	28.000	\$5,600.00	-16.000	-\$3,200.00	12.000	\$2,400.00
WATER LINE PIPE - 6" PVC									
<b>Reason:</b> Change represents final measured quantity for the contract.									
0005	5	LF	\$200.000	36.000	\$7,200.00	-36.000	-\$7,200.00	0.000	\$0.00
WATER LINE PIPE - 8" PVC									
<b>Reason:</b> Connection at the intersection of Harris Rd and Herring Rd was changed and the 8" pipe was no longer required.									
0006	6	LF	\$58.250	3,807.000	\$221,757.75	262.000	\$15,261.50	4,069.000	\$237,019.25
WATER LINE PIPE - 12" PVC									
<b>Reason:</b> Quantity change represents final measured quantity for waterline. As defined in the contract, 247 LF of Line Item #9 (Lowering Water Main) should be paid for at Line Item #6. The additional 15 LF was required to connect the the existing main.									
0008	8	LF	\$4.900	4,127.000	\$20,222.30	-790.000	-\$3,871.00	3,337.000	\$16,351.30
TEMPORARY WATER LINE									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Reason:</b> Change represents final measured quantity for the contract.									
0009	9	LF	\$12.000	320.000	\$3,840.00	-247.000	-\$2,964.00	73.000	\$876.00
LOWERING WATER MAIN - 12" PVC									
<b>Reason:</b> This 247 LF should have been part of Item #6 as defined by the contract.									
0010	10	EA	\$600.000	15.000	\$9,000.00	1.000	\$600.00	16.000	\$9,600.00
WATER SERVICE - RE-CONNECTIONS (ALL SIZES)									
<b>Reason:</b> One additional service line was discovered during construction at 13305 Harris Road during construction that needed to be connected to the new main.									
0014	14	EA	\$2,550.000	5.000	\$12,750.00	2.000	\$5,100.00	7.000	\$17,850.00
WATER LINE VALVE - 12" BUTTERFLY									
<b>Reason:</b> The additional 12" butterfly valves were located at the revised connection at Herring Road (sta 42+24) and at sta 26+75 (phase change of project).									
0016	16	SY	\$40.000	91.000	\$3,640.00	-21.400	-\$856.00	69.600	\$2,784.00
PAVEMENT REPAIR									
<b>Reason:</b> Change represents final measured quantity for the contract.									
0018	18	SY	\$35.000	27.000	\$945.00	-20.500	-\$717.50	6.500	\$227.50
DRIVEWAYS - ASPHALT RESIDENTIAL									
<b>Reason:</b> Change represents final measured quantity for the contract.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0019	19	LF	\$19.500	1,330.000	\$25,935.00	634.000	\$12,363.00	1,964.000	\$38,298.00
REMOVE AND REINSTALL FENCE									
<b>Reason:</b> Additional fencing quantity was required along the west property line of 26207 S Herring Road. The survey for the project indicated an existing fence, but the replacement quantity was inadvertently left out of the original bid quantities.									
0023	23-C	LF	\$108.800	160.000	\$17,408.00	-9.000	-\$979.20	151.000	\$16,428.80
20" Steel Casing									
<b>Reason:</b> Change represents final measured quantity for the contract.									
11 items			Totals		\$328,298.05		\$13,536.80		\$341,834.85

**New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - City of Lee's Summit</b>					
0030	24-C	LF	34.000	\$200.000	\$6,800.00
Water Line Pipe - 4" PVC					
<b>Reason:</b> This 4" PVC was required to connect the new main with the existing main along Pebblebrook Lane.					
1 item					Total: \$6,800.00



# Doc Express Document Signing History

Contract: Harris Road Water Main Replacement - FY19 Document: Harris Road Water Main - Change Order 02

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

Date	Signed By
11/01/2019	Lisa Crawford J & N Utilities, Inc. Electronic Signature (Approved by Contractor)
	(Approved by Construction Manager)
	(Approved by Assit. Dir of WU)
	(Approved by Director of WU)
	(Approved as to Form, Office of the City Attorney)
	(Approved by City Manager)
	(Attested by the City Clerk)

## Packet Information

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**File #:** TMP-1433, **Version:** 1

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An ordinance approving Change Order No. 2 to the contract with B. Dean Construction, LLC, for the Fire Station Number 3 project, a decrease of \$9,288.42 for a revised contract price of \$5,508,324.07 and an increase of 57 calendar days to reach substantial and final completion.

### Issue/Request:

An ordinance approving Change Order No. 2 to the contract with B. Dean Construction, LLC, for the Fire Station Number 3 project, a decrease of \$9,288.42 for a revised contract price of \$5,508,324.07 and an increase of 57 calendar days to reach substantial and final completion.

### Key Issues:

- The temporary sanitary sewer line planned for this project was not needed as the adjacent development project completed all necessary sewer work to construct the permanent sanitary connection.
- Tie bars for the curb were not included in the original plans and needed to be added to meet design standards.
- A watermain needed to be lowered in order to provide the appropriate ground cover.
- Various quantity adjustments were made as a result of minor design changes.
- 57 Calendar days are being added as a result of the abnormally wet spring.

### Proposed Committee Motion:

I move to recommend to City Council approval of an ordinance approving Change Order No. 2 to the contract with B. Dean Construction, LLC, for the Fire Station Number 3 project, a decrease of \$9,288.42 for a revised contract price of \$5,508,324.07 and an increase of 57 calendar days to reach substantial and final completion.

### Background:

The key item of this Change Order is the addition of the 57 calendar days. The weather conditions were evaluated from the notice to proceed date thru May, 2019 using MoDOT's weighted timetable. It was determined the abnormally wet spring conditions resulted in the loss of 57 calendar days over what could have been reasonably expected by the contractor.

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Michael Anderson, Construction Manager

Recommendation:

Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 19-xxx**

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AN ORDINANCE APPROVING CHANGE ORDER No. 2 TO THE CONTRACT WITH B. DEAN CONSTRUCTION, LLC, FOR THE FIRE STATION NUMBER 3 PROJECT, A DECREASE OF \$9,288.42 FOR A REVISED CONTRACT PRICE OF \$5,508,324.07 AND AN INCREASE OF 57 CALENDAR DAYS TO REACH SUBSTANTIAL AND FINAL COMPLETION.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with B. Dean Construction, LLC, for the Fire Station Number 3 project, being undertaken by the City's Public Works Department; and,

WHEREAS, the temporary sanitary sewer line planned for this project was not needed as the adjacent development project completed all necessary sewer work to construct the permanent sanitary sewer connection; and,

WHEREAS, tie bars for the curb were not included in the original plans and needed to be added to meet design standards; and,

WHEREAS, a watermain needed to be lowered in order to provide the minimum amount of ground cover; and,

WHEREAS, various quantity adjustments were made as a result of minor design changes; and,

WHEREAS, 57 Calendar days are being added as a result of the abnormally wet spring.

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

SECTION 1. That the Change Order No. 2 to the contract with B. Dean Construction, LLC, for the Fire Station Number 3 project, a decrease of \$9,288.42 for a revised contract price of \$5,508,324.07 and an increase of 57 calendar days to reach substantial and final completion, a true and accurate copy attached hereto as "Exhibit A, Change Order No. 2" and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

ATTEST:

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

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

**BILL NO. 19-xxx**

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

ATTEST:

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

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

APPROVED AS TO FORM:

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



# Lee's Summit

## Change Order Details

Fire Station No. 3

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<b>Description</b>	<p>Construct Fire Station No. 3, consisting of four double deep drive-through apparatus bays with living quarters for 12 personnel and all associate support space. The total approximate area is 16,000 square feet. The project also includes site improvements such as paved parking, landscaping, stormwater systems, water supply and sanitary sewer.</p> <p>Construct approximately 550 feet of NW Shamrock Avenue to the west of Pryor Road along with constructing a left turn lane on northbound Pryor Road. The project includes earthwork, subgrade improvement, concrete pavement, curb and gutter, concrete sidewalks, stamped concrete median, enclosed storm drainage system, water main relocation and extension, pavement marking, signage, traffic control, restoration, and all labor, materials, equipment, tools, and other services necessary to perform the work. Purchase Order #122806.</p>
<b>Prime Contractor</b>	<p>B Dean Construction LLC (DO NOT MAIL) 1012 SE Hamblen Rd. Lees Summit, MO 64081</p>
<b>Change Order</b>	<p>2</p>
<b>Status</b>	<p>Draft</p>
<b>Date Created</b>	<p>07/09/2019</p>
<b>Type</b>	<p>City Council Approval</p>
<b>Summary</b>	<p>Change Order 2</p>
<b>Change Order Description</b>	<p>There was a discrepancy between the City's plans and Architects grading plans. The water main was installed to high across Fire 3 entrance and did not meet minimum bury depth requirements. The water line was lowered to meet minimum specifications of Water Utilities. The plans did not call for epoxy coated rebar they are required items to meet City specifications.</p>

The designed temporary sewer connection has been terminated, since the future new line has been completed.  
 The communication line has been removed from the building fund and added to the road fund.  
 All equipment and materials necessary to install these items in accordance with the contract requirements. This work is necessary to build the road and construct the building.

Prices include all materials and labor, and equipment necessary to complete all change order items.

**Awarded Project Amount** \$5,517,612.49  
**Authorized Project Amount** \$5,517,612.49  
**Change Order Amount** -\$9,288.42  
**Revised Project Amount** \$5,508,324.07

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - NW Shamrock Dr</b>									
0230	23	EA	\$36,509.090	1.000	\$36,509.09	-1.000	-\$36,509.09	0.000	\$0.00
SANITARY SEWER LATERAL (4" PVC, SDR 26) W/(1) WYE									
<b>Reason:</b> This was placed in case development adjacent to Fire 3 was not going to be completed. Construction has been completed and the sewer line has been connected to permanent sewer line.									
1 item			Totals		\$36,509.09		-\$36,509.09		\$0.00

**New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - NW Shamrock Dr</b>					
0470	47-C	LS	1.000	\$14,042.220	\$14,042.22
Add sanitary sewer line and backfill under NW Shamrock Ave.					
<b>Reason:</b> Permanent connection to be made for sanitary sewer stub.					
0480	45-C	LS	1.000	\$5,430.000	\$5,430.00
Change bury depth of water main to meet Water Utilities minimum specifications.					
<b>Reason:</b> There was a discrepancy between the City's and Architects grading plans. As a result of this error the water main, which was installed according to the plan was to high across the entrance of the Fire department driveway. The water line was lowered across the entrance to meet Water Utilities specifications.					
0520	46-C	LS	1.000	\$11,431.470	\$11,431.47
Adding epoxy coated rebar and installation of the epoxy coated rebar.					
<b>Reason:</b> To meet City specifications we added epoxy coated tie bars to the curb along Shamrock Dr. This includes furnishing and installation of the rebar.					
0530	48-C	LS	1.000	-\$2,049.590	-\$2,049.59
Fire Sprinkler revision					
<b>Reason:</b> Revised Fire Sprinkler Design Criteria to remove dry pipe system/component of fire suppression system. Revised Fire Sprinkler Riser Detail. Remove Air Compressor Detail for fire suppression system.					
0540	49-C	LS	1.000	-\$1,633.430	-\$1,633.43
Credit for Texas black granite and add Sturgis black granite					



Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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**Reason:** Credit for changing from Texas Black #1 Aggregate to similar material from Sturgis Materials.

5 items Total: \$27,220.67

### Time Limit Changes

Type	Original Deadline	Current Deadline	Proposed Extension	Proposed Deadline
Calendar Days Package 1: Construction Fire Station No. 3 <b>Reason:</b> Abnormal Weather Conditions	455.0 Days	455.0 Days	57.0 Days	512.0 Days
Calendar Days Package 2: Construction NW Shamrock Avenue <b>Reason:</b> Abnormal Weather Conditions	90.0 Days	90.0 Days	57.0 Days	147.0 Days
Calendar Days Package 1: Construction Fire Station No. 3 <b>Reason:</b> Abnormal Weather Conditions	500.0 Days	500.0 Days	57.0 Days	557.0 Days
Calendar Days Package 2: Construction NW Shamrock Avenue <b>Reason:</b> Abnormal Weather Conditions	120.0 Days	120.0 Days	57.0 Days	177.0 Days
4 time limits				

## Packet Information

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**File #:** TMP-1434, **Version:** 1

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An Ordinance approving Change Order No. 2 to the contract with TASC0, LLC for the Streambank Stabilization Projects: NE Bristol Drive & NE Douglas Street, an increase of \$10,950.00 for a revised contract price of \$383,520.00.

Issue/Request:

An Ordinance approving Change Order No. 2 to the contract with TASC0, LLC for the Streambank Stabilization Projects: NE Bristol Drive & NE Douglas Street, an increase of \$10,950.00 for a revised contract price of \$383,520.00.

Key Issues:

- Additional sod was required to properly restore and protect the streambank from future erosion

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order No. 2 to the contract with TASC0, LLC for the Streambank Stabilization Projects: NE Bristol Drive & NE Douglas Street, an increase of \$10,950.00 for a revised contract price of \$383,520.00.

Background:

The Streambank Stabilization Projects were designed to repair two areas near NE Bristol Drive and NE Douglas Street. The projects at NE Bristol Drive and NE Douglas Street are two of five projects that were designed by Allgeier Martin and Associates Inc. These projects were funded using the 2017 CIP Sales Tax Renewal for stormwater related improvements. This single item change order provides additional sod to properly restore and protect the streambank from future erosion.

Change order No. 1 exceeded 5% of the base contract value. Since this change order is adding to the amount already over 5%, City Council approval is required in accordance with the City's Procurement Policy.

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

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**File #:** TMP-1434, **Version:** 1

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Michael Anderson, Construction Manager

Recommendation:

Staff recommends approval

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 19-xxx**

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AN ORDINANCE APPROVING CHANGE ORDER No. 2 TO THE CONTRACT WITH TASC0, LLC FOR THE STREAMBANK STABILIZATION PROJECTS: NE BRISTOL DRIVE & NE DOUGLAS STREET, AN INCREASE OF \$10,950.00 FOR A REVISED CONTRACT PRICE OF \$383,520.00.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with TASC0, LLC for the Streambank Stabilization Projects: NE Bristol Drive & NE Douglas Street, being undertaken by the City's Public Works Department; and,

WHEREAS, Additional sod was required to properly restore and protect the streambank from future erosion.

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

SECTION 1. That the Change Order No. 2 to the contract with TASC0, LLC for the Streambank Stabilization Projects: NE Bristol Drive & NE Douglas Street, an increase of \$10,950.00 for a revised contract price of \$383,520.00., a true and accurate copy attached hereto as "Exhibit A Change Order No. 2" and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

ATTEST:

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

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

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

ATTEST:

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

**BILL NO. 19-xxx**

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

APPROVED AS TO FORM:

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



# Lee's Summit

## Change Order Details

STREAM BANK STABILIZATION PROJECTS: Douglas + Bristol Dr

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<b>Description</b>	<b>Project #:</b> 54832272-1C <b>Project Name:</b> STREAM BANK STABILIZATION PROJECTS <b>#:</b> 124093 <b>Contractor:</b> Tasco LLC. <b>Vendor #:</b> 9697 NTP date: 05-13-2019 90 days = Substantial / 120 days = Final <i>Storm Sewer improvements</i>	<b>Funding #:</b> 548 <b>Purchase Order</b>
<b>Prime Contractor</b>	TASCO LLC MO	
<b>Change Order</b>	2	
<b>Status</b>	Approved	
<b>Date Created</b>	11/18/2019	
<b>Summary</b>	Balancing Change Order for Final Payment	
<b>Change Order Description</b>	Balancing Change Order for Final Payment	
<b>Awarded Project Amount</b>	\$341,525.00	
<b>Authorized Project Amount</b>	\$372,570.00	
<b>Change Order Amount</b>	\$10,950.00	
<b>Revised Project Amount</b>	\$383,520.00	

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - NE BRISTOL DRIVE</b>									
0015	15	SY	\$10.000	1,615.000	\$16,150.00	1,095.000	\$10,950.00	2,710.000	\$27,100.00
Topsoil and Sod									
<b>Reason:</b> Balancing Change Order									
1 item	Totals				\$16,150.00		\$10,950.00		\$27,100.00

# Doc Express Document Signing History

Contract: STREAM BANK STABILIZATION PROJECTS: DOUGLAS (Airport) & BRISTOL DR Document: Change Order #2 - Final Qtys

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

Date	Signed By
11/18/2019	Randy Seid Tasco LLC Electronic Signature (Approved by Contractor)
	(Approved by Construction Manager)
	(Approved by City Engineer)
	(Approved by Director of PW)
	(Approved as to Form, Office of the City Attorney)
	(Approved by City Manager)
	(Attested by the City Clerk)



## Packet Information

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**File #:** TMP-1437, **Version:** 1

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An Ordinance approving Change Order No. 2 to the contract with Westland Construction, Inc. for the FY19 Watermain Replacement project, an increase of \$24,173.35 for a revised contract price of \$1,303,042.50.

Issue/Request:

An Ordinance approving Change Order No. 2 to the contract with Westland Construction, Inc. for the FY19 Watermain Replacement project, an increase of \$24,173.35 for a revised contract price of \$1,303,042.50.

Key Issues:

- An abandoned concrete box culvert was discovered under Woods Chapel Road during the installation of a watermain. For safety, this box was filled with flow fill.
- A watermain scheduled for pipe bursting had to be abandoned and a new watermain installed in an offset location, causing unanticipated rock excavation and pipe bedding.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order No. 2 to the contract with Westland Construction, Inc. for the FY19 Watermain Replacement project, an increase of \$24,173.35 for a revised contract price of \$1,303,042.50.

Background:

This project, along with the proposed Change Order amount of \$24,173.35 falls well below the project budget of \$2,500,000 funded from the Water Construction Fund.

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Michael Anderson, Construction Manager

Recommendation: Staff recommends approval of an Ordinance approving Change Order No. 2 to the contract with Westland Construction, Inc. for the FY19 Watermain Replacement project, an increase of \$24,173.35 for a revised contract price of \$1,303,042.50.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 19-xxx**

---

AN ORDINANCE APPROVING CHANGE ORDER No. 2 TO THE CONTRACT WITH WESTLAND CONSTRUCTION, INC. FOR THE FY19 WATERMAIN REPLACEMENT PROJECT, AN INCREASE OF \$24,173.35 FOR A REVISED CONTRACT PRICE OF \$1,303,042.50.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Westland Construction, Inc. for the FY19 Watermain Replacement project, being undertaken by the City's Water Utilities Department; and,

WHEREAS, an abandoned concrete box culvert was discovered under Woods Chapel Road during the installation of a watermain and for safety, this box was filled with flow fill; and,

WHEREAS, a watermain scheduled for pipe bursting had to be abandoned and a new watermain installed in an offset location, causing unanticipated rock excavation and pipe bedding.

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

SECTION 1. That the Change Order No. 2 to the contract with Westland Construction, Inc. for the FY19 Watermain Replacement project, an increase of \$24,173.35 for a revised contract price of \$1,303,042.50, a true and accurate copy attached hereto as "Exhibit A Change Order No. 2" and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

ATTEST:

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

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

**BILL NO. 19-xxx**

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

ATTEST:

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

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

APPROVED AS TO FORM:

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



# Lee's Summit

## Change Order Details

### Water Main Replacement FY19

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<b>Description</b>	Installation of 10,100 feet of water main, hydrants, valves, fittings, service lines, service connections, connections to existing water mains, surface restoration including all materials, labor, equipment, testing, supervision, and any and all other items necessary to complete the work. Vendor # 9661 Purchase Order #124092
<b>Prime Contractor</b>	Westland Construction INC 20510 163rd Street Basehor, KS 66007
<b>Change Order</b>	2
<b>Status</b>	Pending
<b>Date Created</b>	10/28/2019
<b>Type</b>	City Council Approval
<b>Summary</b>	Change Order 2
<b>Change Order Description</b>	A few changes needed to made to the designed plans, these changes were necessary in order to complete the project. The designed constructions methods also needed to be changed due to field conditions. All equipment and materials necessary to install these items in accordance with the contract requirements. This work is necessary to resolve a conflicts which came up during construction.
<b>Awarded Project Amount</b>	\$1,224,772.00
<b>Authorized Project Amount</b>	\$1,278,869.15
<b>Change Order Amount</b>	\$24,173.35

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Revised Project Amount      \$1,303,042.50

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - FY19 Watermain Replacement</b>									
0050	30C	CY	\$105.000	61.500	\$6,457.50	18.000	\$1,890.00	79.500	\$8,347.50
Flowable Fill									
<b>Reason:</b> An abandoned storm box was discovered in Woods Chapel road. For safety we decided to fill the structure to prevent future problems.									
1 item			Totals		\$6,457.50		\$1,890.00		\$8,347.50

**New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - FY19 Watermain Replacement</b>					
0060	31-C	CY	115.790	\$110.000	\$12,736.90
Rock Excavation					
<b>Reason:</b> A few portions on Woods Chapel called for pipe bursting. Because the original pipe was cut into rock, the pipe could not be bursted. The decision was made to open cut for the new watermain in an offset location, causing the contractor to excavate rock and supply bedding, which could not have been foreseen at the time of bid.					
0070	32-C	LF	779.000	\$8.050	\$6,270.95

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Gravel for Rock Excavation					
<b>Reason:</b> A few portions on Woods Chapel called for pipe bursting. Because the original pipe was cut into rock, the pipe could not be bursted. The decision was made to open cut for the new watermain in an offset location, causing the contractor to excavate rock and supply bedding, which could not have been foreseen at the time of bid.					
0090	33-C	EA	1.000	\$2,390.000	\$2,390.00
Removal and replacement of fire hydrant					
<b>Reason:</b> We made an adjustment to the original plan. After the water line was installed we decided if we installed one more valve future water shut downs would not disrupt this streets water service.					
0100	34-C	SY	11.000	\$80.500	\$885.50
Replace gravel driveway					
<b>Reason:</b> There was a gravel driveway missed on the plans.					
4 items					Total: \$22,283.35

## Packet Information

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**File #:** TMP-1432, **Version:** 1

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An Ordinance authorizing the execution of Modification No. 4 to the agreement with George Butler Associates, Inc. for Professional Engineering Services for SW Jefferson St. from Persels Road to Oldham Parkway (RFQ No. 419-32272) in the amount of \$58,721.24 for a revised not to exceed contract amount of \$388,513.24, and authorizing the City Manager to execute an agreement for the same.

Issue/Request:

An Ordinance authorizing the execution of Modification No. 4 to the agreement with George Butler Associates, Inc. for Professional Engineering Services for SW Jefferson St. from Persels Road to Oldham Parkway (RFQ No. 419-32272) in the amount of \$58,721.24 for a revised not to exceed contract amount of \$388,513.24, and authorizing the City Manager to execute an agreement for the same.

Key Issues:

- GBA was awarded the design contract on March 16, 2017
- Utility relocation work, right of way negotiations, and changes in site conditions have created a need for additional design work to finalize plans for construction
- Engineering services during construction are needed to address design related issues that may occur during construction

Proposed Committee Motion:

I move to recommend to the City Council approval of an Ordinance authorizing the execution of Modification No. 4 to the agreement with George Butler Associates, Inc. for Professional Engineering Services for SW Jefferson St. from Persels Road to Oldham Parkway (RFQ No. 419-32272) in the amount of \$58,721.24 for a revised not to exceed contract amount of \$388,513.24, and authorizing the City Manager to execute an agreement for the same.

Background:

This project is funded by savings from the 2007 CIP sales tax, with water and sewer relocates funded by Water Utilities. This work was coordinated with the M291 corridor master planning study and downtown trail connection project. The project will promote economic development in the area, improve capacity, create a livable streets connection to Downton Lee's Summit, and improve traffic safety. The improvements will match the Jefferson Street improvements south of Persels that include building a 3-lane road, sidewalk, multi-use path, curb and gutter, enclosed storm drain, street lighting, traffic signal, and utility relocations.



GBA was awarded the design contract on March 16, 2017 for an original contract amount of \$272,114.00 (Ordinance No. 8109). The scope of this project was changed by moving the signal and intersection improvements at Persels from the south Phase 1 project into this project. This eliminated building the north leg of the intersection twice and allowed significant utility relocation work to be completed before construction. These changes should reduce the time of traffic disruption at Jefferson and Persels.

The right of way negotiations led to several changes in the design that need to be incorporated into the final plans. This work includes driveway relocations, adjusting storm drain inlets, adjust street lights, etc.

This modification also include professional engineering services during construction. Having the design engineer closely involved during construction is a best practice that minimizes delays during construction, ensures proper fabrication of structural items (i.e. signal poles and storm inlets), and promotes good communication among the owner-engineer-contractor team. Construction related services will include reviewing contractor submittals, answering design related questions during construction, periodic site visits, and attending progress meetings.

George Binger III, P.E., Deputy Director of Public Works / City Engineer

Recommendation: Staff recommends approval an Ordinance authorizing the execution of Modification No. 4 to the agreement with George Butler Associates, Inc. for Professional Engineering Services for SW Jefferson St. from Persels Road to Oldham Parkway (RFQ No. 419-32272) in the amount of \$58,721.24 for a revised not to exceed contract amount of \$388,513.24, and authorizing the City Manager to execute an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text here]

**BILL NO. 19-**

---

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 4 TO THE AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST. FROM PERSELS ROAD TO OLDHAM PARKWAY (RFQ NO. 419-32272) IN THE AMOUNT OF \$58,721.24 FOR A REVISED NOT TO EXCEED CONTRACT AMOUNT OF \$388,513.24, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, City and Engineer entered into an agreement for professional engineering services with George Butler Associates, Inc (RFQ No. 419-32272) (Base Agreement); and,

WHEREAS, Additional Engineering Services are required to be completed for the Jefferson Street Improvement Project; and,

WHEREAS, City and Engineer desire to modify Articles I and IV of the Base Agreement to provide specific services required for the Jefferson Street Improvement Project; and,

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

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri, hereby approves Modification No. 4 to the Agreement for professional engineering services for SW Jefferson St. from Persels Road to Oldham Parkway (RFQ No. 419-32272), by and between the City of Lee's Summit and George Butler Associates, Inc.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of Modification No. 4 to the Agreement for professional engineering services for SW Jefferson St. from Persels Road to Oldham Parkway (RFQ No. 419-32272). Said Contract is on file with the City of Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

ATTEST:

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

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

**BILL NO. 19-**

---

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

**MODIFICATION NO. 4 TO  
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR SW JEFFERSON ST. (PERSELS RD TO OLDHAM PKWY)  
(RFQ NO. 419-32272)**

**THIS MODIFICATION NO. 4** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City"), and George Butler Associates, Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into a Professional Engineering Services Agreement (RFQ No. 419-32272) ("Base Agreement"); and

**WHEREAS**, *City and Engineer entered into Modifications No. 1, 2 and 3 to the Professional Engineering Services Agreement (RFQ No. 419-32272) ("Base Agreement"); and*

**WHEREAS**, City and Engineer desire to amend the provisions of the Base Agreement and subsequent modifications 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 Basic Scope of 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 BASIC SERVICES TO BE PROVIDED BY ENGINEER**

Article I of the Base Agreement and Modifications 1, 2 and 3 are hereby amended to specify and authorize the performance of the following Basic Services:

Scope for Additional Work is generally described as incorporate changes to design as the result adding intersection and signal improvements at Persels, of right of way acquisitions, adding professional engineering services during construction, and extending the project schedule. A more detailed description of the scope of services is as follows:

1. Revise Plans to incorporate intersection Improvement as Persels:
  - a. Traffic control revisions due to new construction at Persels
  - b. Pavement marking redesign due to new construction at Persels
  - c. Lighting revisions for Persels intersection not previously scoped
  - d. Curb ramp/sidewalk redesign due to new construction at Persels
  - e. Construction sequencing revisions
  - f. Revisions to Sewer Design & Plans
  - g. MDNR Application & Submittal
  - h. Update quantities, estimate & bid documents
  - i. Quality control reviews

2. Revisions to Final plans due to R/W Negotiations
  - a. Signing revisions due to driveway redesign
  - b. Traffic control revisions due to driveway redesign
  - c. Driveway revisions/redesign (Parcels 5 & 12)
  - d. Storm sewer revisions due to r/w negotiations (Parcel 2)
  - e. Revise parcel details to match R/W agreement (Parcel 7)
  - f. Lighting revisions due to driveway redesign
  - g. Modeling & cross-section revisions due to driveway redesign
  - h. Erosion control revisions due to redesign
  - i. Update quantities & estimate & bid documents
  - j. Quality control reviews
  
3. Construction Phase Services
  - a. Attend preconstruction meeting
  - b. Attend monthly progress meetings on-site
  - c. Answering questions related to utility relocations
  - d. Answering construction questions related to plans/design
  - e. Review shop drawings according to City provided list (attached)
  - f. Review change orders
  - g. Attend paving preconstruction meeting
  - h. Attend water/sewer preconstruction meeting
  - i. Attend AT&T preconstruction meeting
  - j. Attend additional site visits (up to 4)
  - k. Semi-final construction walk-thru
  - l. Final construction walk-thru
  - m. Prepare as-built drawings based on information provided by the City
  - n. Project review meeting with City
  - o. Project close-out

This Amendment also includes additional project management resulting from the extension of the project land survey, design, and bid phase services schedule of approximately 2 years from February 2018 to March 2020.

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

Article IV-B. of the Base Agreement and Modification No. 3 are hereby amended to provide additional compensation to Engineer as follows:

- A. The additional compensation to be paid to Engineer for the amended Basic Services in Article I, of this Modification No. 4, above shall not exceed the total sum of Fifty-eight Thousand Seven Hundred Twenty-one and 24/100 Dollars (\$58,721.24).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Three Hundred Eighty-eight Thousand Five Hundred Thirteen and 24/100 Dollars (\$388,513.24).

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

The parties agree that all other terms and conditions of the Base Agreement, Modification No. 1, Modification No. 2, and Modification No. 3 not amended by this Modification No. 4 shall remain in full force and effect.

**THIS MODIFICATION NO. 4** 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 \_\_\_\_\_ 2019.

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

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

**ENGINEER:**

  
BY: John Cooper

TITLE: Vice President

ATTEST:

CLASSIFICATION	PRI	SRA	ASC	PJL	AES1	AES2	AES3	SRT	TEC1	TEC2	SLS	PLS	ST3	ST2	CLI	TOTAL	TOTAL	
HOURLY CHARGEOUT RATE	\$276	\$232	\$200	\$175	\$140	\$126	\$114	\$140	\$108	\$92	\$148	\$135	\$105	\$78	\$98	HOURS	EXPENSES	COST
<b>BASIC SERVICES FOR CONTRACT MODIFICATION NO. 3</b>																		
<b>TASK: FINAL PLAN REVISIONS &amp; CONSTRUCTION PHASE SERVICES</b>																		
<b>REDESIGN FOR NEW CONSTRUCTION &amp; R/W NEGOTIATIONS AFTER FINAL PLANS COMPLETED</b>																		
<b>ROADWAY (Redesign &amp; Plan Revisions)</b>																		
Project management & coordination due to extended project schedule	2			24											8	34		\$5,536.00
Driveway redesign (Parcels 5 & 12)				2	8											10		\$1,470.00
Driveway modeling & cross-section revisions				2	16											18		\$2,590.00
Storm sewer revisions due to r/w negotiations (Parcel 2)				2	16											18		\$2,590.00
Revise parcel details to match R/W agreement (Parcel 7)				1	1											2		\$315.00
Curb ramp/sidewalk redesign/modeling due to new construction at Parcels				2	8											10		\$1,470.00
Erosion control revisions				1	4											5		\$735.00
Construction sequencing revisions				1	4											5		\$735.00
Update quantities, estimate & bid documents				2	16											18		\$2,590.00
Quality control reviews				2	4											8		\$1,462.00
<b>SUBTOTAL (Road)</b>	<b>2</b>																	<b>\$19,493.00</b>
<b>TRAFFIC (Redesign &amp; Plan Revisions)</b>																		
Traffic control revisions due to new construction at Parcels			2		4											6		\$960.00
Traffic control revisions due to driveway redesign				4	4											4		\$560.00
Signing revisions due to driveway redesign				2	2											2		\$280.00
Pavement marking redesign due to new construction at Parcels				4	4											4		\$560.00
Lighting revisions for Parcels intersection not previously scoped				8	8											8		\$1,120.00
Lighting revisions due to driveway redesign				2	2											2		\$280.00
Update quantities & estimate				8	8											16		\$2,520.00
Quality control reviews			2	2	4											8		\$1,310.00
<b>SUBTOTAL (Traffic)</b>																		<b>\$7,590.00</b>
<b>SEWER (Redesign &amp; Plan Revisions)</b>																		
Sewer Redesign & Plan Revisions			2	2														
MDNR Application & Submittal (Water Line)			1	1				8								12		\$1,870.00
Quality Control Reviews			1	1				4								6		\$935.00
<b>SUBTOTAL (Sewer)</b>								2								4		<b>\$655.00</b>
<b>CONSTRUCTION PHASE SERVICES</b>																		
Attend preconstruction meeting	2			4														
Attend monthly progress meetings on-site	2			16												6	\$27.84	\$1,279.84
Answering questions related to utility relocations	2			4												18	\$27.84	\$3,379.84
Answering construction questions related to plans/design	2			24												6		\$1,252.00
Review shop drawings according to City provided list (attached)				24												26		\$4,752.00
Review change orders	4			4												24		\$4,200.00
Attend paving preconstruction meeting				4												8		\$1,804.00
Attend water/sewer preconstruction meeting				4												4		\$700.00
Attend AT&T preconstruction meeting	2			2				2								6	\$27.84	\$1,007.84
Attend additional site visits (up to 4)				12				4								4	\$27.84	\$929.84
Semi-final construction walk-thru				4												16	\$111.36	\$2,771.36
Final construction walk-thru				4												4	\$27.84	\$727.84
Final as-built drawings based on information provided by the City	1			2	12											4	\$27.84	\$727.84
				2												15		\$2,306.00

CLASSIFICATION	PRI	SRA	ASC	PJL	AES1	AES2	AES3	SRT	TEC1	TEC2	SLS	PLS	ST3	ST2	CLI	TOTAL	EXPENSES	TOTAL
	\$276	\$232	\$200	\$175	\$140	\$126	\$114	\$140	\$108	\$92	\$148	\$135	\$105	\$78	\$98	HOURS		COST
HOURLY CHARGEOUT RATE																4	\$27.84	\$929.84
Project review meeting with City	2			2														
Project close-out	1			2											8	11		\$1,410.00
<b>SUBTOTAL (CPS)</b>																		<b>\$28,178.24</b>
<b>TASK 4 SUBTOTAL</b>	<b>22</b>	<b>0</b>	<b>8</b>	<b>165</b>	<b>125</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>356</b>	<b>\$306.24</b>	<b>\$58,721.24</b>
<b>TOTAL FOR BASIC SERVICES:</b>	<b>22</b>	<b>0</b>	<b>8</b>	<b>165</b>	<b>125</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>356</b>	<b>\$306.24</b>	<b>\$58,721.24</b>



## Packet Information

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**File #:** TMP-1436, **Version:** 1

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An Ordinance authorizing the execution of Modification No. 1 to the agreement dated July 16, 2019 (RFQ No. 543-32272) for professional engineering services for 4 Stormwater Improvement Projects with Lamp Rynearson, for an increase of \$11,900.00 with an amended not to exceed amount of \$171,700.00, and authorizing the City Manager to enter into an agreement for the same.

### Key Issues:

- The City and Lamp Rynearson entered into an agreement dated July 16, 2019 (RFQ No. 543-32272) for professional engineering services.
- Lamp Rynearson has identified an additional property that is subject to structural flooding and the City has requested an addition to scope to address the flooding issue.

### Proposed Committee Motion:

I move to recommend to the City Council approval of an Ordinance authorizing the execution of Modification No. 1 to the agreement dated July 16, 2019 (RFQ No. 543-32272) for professional engineering services for 4 Stormwater Improvement Projects with Lamp Rynearson, for an increase of \$11,900.00 with an amended not to exceed amount of \$171,700.00, and authorizing the City Manager to enter into an agreement for the same.

### Background:

The City and Lamp Rynearson entered into an agreement (July 16, 2019) for professional engineering design services for four stormwater projects - SW Blazing Star Drive, SW 34th Street, NE Delta School Road, and SW Pinnell Drive. During preliminary design, questionnaires were sent out to residents in affected areas notifying them of the project and requesting information about whether their properties flood.

A resident in the SW 34th Street project submitted a written statement stating the main residential structure flooded. The location was outside the area scoped for the base agreement. This is also in an area near the SW 33rd Street basin projects construction by the City several years ago to mitigate structural flooding.

### Impact/Analysis:

This modification to the agreement will allow the City to expand the survey and design of the SW 34th Street project area and making use of data and engineering work from adjacent projects. This work will be an efficient use of resources to alleviate multiple flooding issues.

George Binger, Deputy Director of Public Works/City Engineer

Staff recommends approval an Ordinance authorizing the execution of Modification No. 1 to the agreement

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**File #:** TMP-1436, **Version:** 1

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dated July 16, 2019 (RFQ No. 543-32272) for professional engineering services for 4 Stormwater Improvement Projects with Lamp Rynearson, for an increase of \$11,900.00 with an amended not to exceed amount of \$171,700.00, and authorizing the City Manager to enter into an agreement for the same..

Committee Recommendation: [Enter Committee Recommendation text here]

**BILL NO.**

**ORDINANCE NO.**

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 1 TO THE AGREEMENT DATED JULY 16, 2019 (RFQ NO. 543-32272) FOR PROFESSIONAL ENGINEERING SERVICES FOR 4 STORMWATER IMPROVEMENT PROJECTS WITH LAMP RYNEARSON, FOR AN INCREASE OF \$11,900.00 WITH AN AMENDED NOT TO EXCEED AMOUNT OF \$171,700.00, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City and Lamp Ryneerson (hereinafter "Engineer") entered into an agreement dated July 16, 2019 (RFQ NO. 543-32272) for professional engineering services; and,

WHEREAS, the City desires to modify the base agreement with Engineer to provide additional scope of engineering services during design; and,

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

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

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby approves the first modification to the agreement for professional engineering services for Stormwater – 4 Projects (RFQ 543-32272).

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of the first modification to the agreement for professional engineering services for Stormwater – 4 Projects (RFQ 543-32272). Said Contract is on file with the City of Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

ATTEST:

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**MODIFICATION NO. 1 TO AGREEMENT  
DATED 07/16/2019 (RFQ NO. 543-32272)  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR FOUR STORMWATER IMPROVEMENT PROJECTS – SW BLAZING STAR DRIVE, SW  
34<sup>TH</sup> STREET, NE DELTA SCHOOL ROAD, SW PINNELL DRIVE**

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

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated 07/16/2019 (RFQ No. 543-32272) for professional engineering services for Four Stormwater Improvement Projects (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 described in the scope of services below:

- Prepare a mailing list to notify properties of additional surveying activities in the area.
- Survey the low openings, adjacent grades, and overflow low point elevation for the home at 706 SW 34<sup>th</sup> St and edge of adjoining properties. Survey main line storm system curb inlets from SW 34<sup>th</sup> St to south side of SW 33<sup>rd</sup> St to obtain top of structure and flowline elevations.
- Determine drainage areas and discharges for the main pipe system between SW 33<sup>rd</sup> St and the outfall south of SW 34<sup>th</sup> Terr for the 10% and 1% storm events. Tributary drainage areas will be determined from City LIDAR data. A combination of survey data, GIS data, and City design data will be utilized to verify / develop a peak discharge rate from the upstream detention basin for the 10% and 1% storm events.

- Perform hydraulic analysis of the pipe system to determine capacity using a combination of survey data and GIS (as-built) data. Hydraulic grade lines in the vicinity of SW 706 SW 34<sup>th</sup> Street will be reviewed to determine if the drainage issue can be locally addressed with a direct connection to the main line system or if a secondary run of pipes along the rear and west property line is necessary to direct the runoff to the low point storm system on SW 34<sup>th</sup> Street.
- The mainline storm sewer analysis will use the as-built subdivision plans for storm sewer elements downstream of 706 SW 34<sup>th</sup> St and upstream of SW 33<sup>rd</sup> St, including pipe sizes, flowline elevations, and subdivision detention basin 100-year elevation tailwater condition.
- It is assumed the proposed improvements will be limited to the vicinity of 706 SW 34<sup>th</sup> Street, with either a direct connection to the main storm sewer system or the extension of a secondary system along the west and rear of this property.

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

Article III of the Base Agreement is hereby amended as outlined below:

- The City will provide design data and as-built drawings (or design drawings if as-builts are not available) for the detention basin north the Meadows at Summit Ridge subdivision.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

Article IV of the Base Agreement, as amended, is hereby amended to provide additional compensation to Engineer as follows:

- A. The additional compensation to be paid to Engineer for the amended Basic Services described in Article I, of this Modification No. 1, above shall not exceed the total sum of Twelve Thousand Dollars (\$11,900). The maximum not to exceed fees (hourly fees and expenses) by project phase is hereby amended to the amounts set forth in subsection C below. The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of One Hundred Fifty Two Thousand Dollars (\$151,900).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is One Hundred Seventy One Thousand Eight Hundred Dollars (\$171,700.00).

**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 \_\_\_\_\_, 20\_\_\_\_.

**CITY OF LEE'S SUMMIT**

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

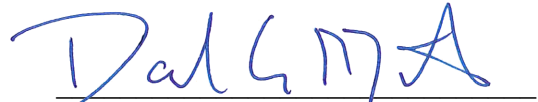
ATTEST:

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

APPROVED AS TO FORM:

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

**ENGINEER:**

  
\_\_\_\_\_  
BY: Daniel G. Miller, P.E.  
TITLE: Civil Design Group Leader

ATTEST:

  
\_\_\_\_\_

## Packet Information

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**File #:** TMP-1447, **Version:** 1

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An Ordinance authorizing the execution of a “Cost-Share Agreement, Wayfinding System Plan, Planning Sustainable Places Program” by and between the City of Lee's Summit, Missouri, as a partner with fourteen other local agencies identified in said Agreement, and the Mid-America Regional Council.

### Issue/Request:

Approval of an Ordinance authorizing the execution of a “Cost-Share Agreement, Wayfinding System Plan, Planning Sustainable Places Program” by and between the City of Lee's Summit, Missouri, as a partner with fourteen other local agencies identified in said Agreement, and the Mid-America Regional Council.

### Key Issues:

- The agreement is for City participation in development of a regional wayfinding system plan.
- The City previously signed a letter of interest to participate in the plan development.
- The Parks Department and Administration will share the cost of Lee's Summit's participation.

### Proposed Committee Motion:

I move to recommend to City Council an Ordinance authorizing the execution of a “Cost-Share Agreement, Wayfinding System Plan, Planning Sustainable Places Program” by and between the City of Lee's Summit, Missouri, as a partner with fourteen other local agencies identified in said Agreement, and the Mid-America Regional Council.

### Background:

The “Wayfinding System Plan” will provide conceptual planning, recommendations, and specifications to create a consistent regional identification system and provide important navigational information to users of bikeways, trails, and transit systems across the MARC region. The routes included cross jurisdictional boundaries, state line, and generally correspond to the Regional MetroGreen Trail Plan, Regional Bikeway Plan, and SmartMoves Plan. The planning process includes project Partners in both Kansas and Missouri, and the public, engaging in the planning and decision-making process. The City previously signed a letter of interest to participate in the plan development. The local match for participating communities ranges from \$1,000 to \$10,000 per Partner. The City's share is \$4,000 which will be split between the Parks Department and Administration. The local funding is matched with a Planning Sustainable Places grant secured by MARC.

### Impact/Analysis:

The plan will provide guidance on signing/identification, branding, operation and maintenance of regional bikeways, trails and transit systems.

### Other Information/Unique Characteristics:



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**File #:** TMP-1447, **Version:** 1

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Lenexa, Liberty, Miami Co., Ks, Olathe and Overland Park have all previously entered into the agreement.

Michael Park, PE, PTOE, City Traffic Engineer

Recommendation: Staff recommends approval an Ordinance authorizing the execution of a “Cost-Share Agreement, Wayfinding System Plan, Planning Sustainable Places Program” by and between the City of Lee's Summit, Missouri, as a partner with fourteen other local agencies identified in said Agreement, and the Mid-America Regional Council.

Committee Recommendation: [Enter Committee Recommendation text here]

## **BILL NO. 19-**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A “COST-SHARE AGREEMENT, WAYFINDING SYSTEM PLAN, PLANNING SUSTAINABLE PLACES PROGRAM” BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AS A PARTNER WITH FOURTEEN OTHER LOCAL AGENCIES IDENTIFIED IN SAID AGREEMENT, AND THE MID-AMERICA REGIONAL COUNCIL.

WHEREAS the Mid-America Regional Council (MARC) has proposed a cost-share agreement with 15 local agencies in the MARC area, which includes the City of Lee's Summit (City); and,

WHEREAS, partner agencies will provide local matching funds for development of a regional wayfinding system plan; and,

WHEREAS, the City previously signed a letter of interest to participate in the regional plan; and,

WHEREAS, the Member Agencies, acting as partners, will benefit from the “Wayfinding System Plan,” which will provide conceptual planning, wayfinding recommendations, and specifications to create a unified regional designation network and provide important navigational information to users of bikeways, trails, and transit systems; and,

WHEREAS, the City's share of the costs is \$4,000.00, to be equally shared between the Lee's Summit Parks and Recreation Department and City Administration; and,

WHEREAS, the City and MARC wish to enter into an Agreement which describes the parties' responsibilities in funding and participating in the plan development.

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

SECTION 1. That the “COST-SHARE AGREEMENT, WAYFINDING SYSTEM PLAN, PLANNING SUSTAINABLE PLACES PROGRAM” by and between the City of Lee's Summit, Missouri, as a partner with fourteen other local agencies and the Mid-America Regional Council, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A”, is hereby approved.

SECTION 2. That the Mayor 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.

**BILL NO. 19-**

---

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

\_\_\_\_\_  
ATTEST:

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

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

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

\_\_\_\_\_  
ATTEST:

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

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

APPROVED AS TO FORM:

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**AGREEMENT**

**PARTIES:**           **Kansas City Area Transportation Authority**, hereinafter referred to as the “Sponsor”

The local jurisdictions pledging support of this project:

**City of Gladstone, Missouri**  
**City of Independence, Missouri**  
**City of Leavenworth, Kansas**  
**City of Lee’s Summit, Missouri**  
**City of Lenexa, Kansas**  
**City of Liberty, Missouri**  
**City of North Kansas City, Missouri**  
**City of Olathe, Kansas**  
**City of Overland Park, Kansas**  
**City of Roeland Park, Kansas**  
**City of Shawnee, Kansas**  
**Jackson County, Missouri**  
**Johnson County, Kansas**  
**Leavenworth County, Kansas**  
**Miami County, Kansas**

These entities are hereinafter collectively referred to as the “Partners.”

**Mid-America Regional Council**, hereinafter referred to as “MARC”

Collectively known as the “Parties”

**PURPOSE:**           The Planning Sustainable Places (hereinafter known as “PSP”) program provides local governments with financial support to advance detailed planning and project development activities in support of Transportation Outlook 2040’s activity centers and corridors framework. Funds received will be used to advance detailed local planning in support of the Wayfinding System Plan project as detailed in Exhibit A.

The program looks to facilitate the following objectives:

- Support the development and implementation of local activity center plans consistent with the Creating Sustainable Places principles, identified regional activity centers, and the land use policy direction outlined in *Transportation Outlook 2040*.
- Support localized public engagement and community consensus building.

- Support the identification and conceptualization of transportation projects, land use strategies, and related sustainable development initiatives that help to realize and advance the objectives identified in the Creating Sustainable Places initiative, Transportation Outlook 2040, and the MARC Board’s adopted policy statement on regional land use direction.

The “Wayfinding System Plan” will provide conceptual planning, wayfinding recommendations, and specifications to create a unified regional designation network and provide important navigational information to users of bikeways, trails, and transit systems. The planning process will be regional in scale, with project Partners and the public participating in the planning and decision-making process.

**PROCESS:** As part of the Planning Sustainable Places program, MARC’s duties include:

1. To provide project liaison and project management;
2. To coordinate and conduct consultant selection process to meet state and federal procurement requirements in the use of federal funds;
3. To provide oversight of federal requirements that governs the use of federal funds in connection with the PSP program; and
4. To administer consultant invoicing and reimbursement process per state and federal guidelines.

The roles and responsibilities of MARC and the KCATA will be outlined in a Sponsor Agreement to be executed before the beginning of this project. The Partners will assist the sponsor throughout the development and completion of the project.

**EFFECTIVE** The parties mutually agree to Articles I and II in accordance with this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2019.

## **ARTICLE I**

### **SPONSOR AGREES:**

1. To provide a total of \$56,000 in local match to MARC, comprised of \$29,000 for Kansas local match and \$26,000 of Missouri local match.
2. That any change order or request for additional services must be submitted through MARC to the contracted consultant. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the Sponsor;
3. To provide a project manager and coordinate the consultant and advisory teams;
4. To participate in the PSP program management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal requirements regarding the PSP project;
5. Agree to include designated MARC project liaison in study advisory committee; and

6. To provide a selection committee to review consultant vendor proposals, interview prospective consultant vendors, and make final selection of vendor.

**PARTNERS AGREE:**

1. To provide local match to KCATA in the amounts shown below for each Partner:

City of Gladstone	MO	\$1,500
City of Independence	MO	\$5,000
City of Leavenworth	KS	\$1,500
City of Lee's Summit	MO	\$4,000
City of Lenexa	KS	\$3,000
City of Liberty	MO	\$1,500
City of North Kansas City	MO	\$1,000
City of Olathe	KS	\$7,000
City of Overland Park	KS	\$10,000
City of Roeland Park	KS	\$1,000
City of Shawnee	KS	\$3,500
Jackson County	MO	\$3,000
Johnson County	KS	\$3,000
Leavenworth County	KS	\$1,000
Miami County	KS	\$1,000

2. To participate on the consultant interview and selection team.
3. To cooperate and participate as part of the advisory team for the study to guide the development and completion of the project.

**ARTICLE II**

**ALL PARTIES MUTUALLY AGREE:**

1. That this Agreement and all contracts entered into under provisions of this Agreement shall be binding upon Kansas City Area Transportation Authority and the project Partners.
2. That no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE – KCATA (PROJECT SPONSOR)**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**Kansas City Area Transportation Authority**

Michael Graham

Senior Vice President – Administration/CFO

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE - GLADSTONE**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**City of Gladstone, Missouri**

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

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

\_\_\_\_\_

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

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



**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE - INDEPENDENCE**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**City of Independence, Missouri**

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

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

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE - LEAVENWORTH**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**City of Leavenworth, Kansas**

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

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

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE – LEE’S SUMMIT**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**City of Lee’s Summit, Missouri**

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

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

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE - LENEXA**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**City of Lenexa, Kansas**

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

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

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE - LIBERTY**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**City of Liberty, Missouri**

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

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

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE – NORTH KANSAS CITY**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**City of North Kansas City, Missouri**

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

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

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE - OLATHE**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**City of Olathe, Kansas**

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

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

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE – OVERLAND PARK**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**City of Overland Park, Kansas**

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

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

\_\_\_\_\_

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

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



**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE – ROELAND PARK**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**City of Roeland Park, Kansas**

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

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

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE - SHAWNEE**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**City of Shawnee, Kansas**

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

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

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE – JACKSON COUNTY**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**Jackson County, Missouri**

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

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

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE – JOHNSON COUNTY**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**City of Johnson County, Kansas**

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

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

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE – LEAVENWORTH COUNTY**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**Leavenworth County, Kansas**

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

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

\_\_\_\_\_

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

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

**COST-SHARE AGREEMENT  
WAYFINDING SYSTEM PLAN  
PLANNING SUSTAINABLE PLACES PROGRAM**

**SIGNATURE PAGE – MIAMI COUNTY**

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**Miami County, Kansas**

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

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

\_\_\_\_\_

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

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



# LEE'S SUMMIT

## MISSOURI

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June 18, 2018

Mr. Dick Jarrold  
KCATA  
Via email to [Djarrold@kcata.org](mailto:Djarrold@kcata.org)

Dear Mr. Jarrold:

This letter serves as a letter of support and expresses our intent to participate in an upcoming "**Regional Wayfinding and Branding Plan**" as described below. We understand that work towards development of this plan will include coordination between the Kansas City Area Transportation Authority, the "KCATA", as the lead agency and a number of local governments, including the City of Lee's Summit in a regional coalition of parties assisted by the Mid-America Regional Council.

The Regional Wayfinding and Branding Plan proposes to provide conceptual planning, wayfinding guidelines and specifications to create a unified regional bikeway network. This plan will focus on navigational improvements between key destinations, such as activity centers, mobility hubs, and state and national bikeway systems. The work will build upon past regional investments in major SmartMoves transit corridors, regional bikeways and MetroGreen® trails. This work will establish a hierarchy of destinations typologies, and will address protocols for the look and feel of system-wide signs and markings. The plan will include implementation strategies and the prioritization of developing wayfinding plans for existing networks. The wayfinding plan will serve communities by providing a framework to support wayfinding planning efforts in a seamless and coordinated manner. The plan's deliverables are included, but not limited to:

- Concept level signage for bikeway elements of SmartMoves mobility hubs;
- Wayfinding for concept level trail standards;
- On-road regional signage options that comply with the Manual on Uniform Traffic Control;
- Concept wayfinding system to for regional and local branding and destination hierarchy;
- Conditions for sign and pavement marking;

**Administration**

- Potential cost estimates for fabrication and installation;
- Integrated wayfinding technology recommendations;
- Options to integrate with existing signage systems;
- Phased implementation plan that identifies coordinated wayfinding installation for the SmartMoves mobility hub system, MetroGreen® corridors and Regional Bikeway Network systems.

A partnership of local governments led by the Kansas City Area Transportation Authority, with support from MARC, will convene to develop this plan. This partnership will develop a joint FY2019 Planning Sustainable Places (PSP) program “grant application”, involving funding from the States of Kansas and Missouri programs. We understand that the project will be funded by a combination of FY2019 PSP funds and local funds from the Primary Partners to total an anticipated \$220,000. We also understand that the project will not get underway and no local funding will be requested if FY2019 PSP funds are not awarded to this project.

If PSP funds are awarded to this project, we as a party to the coalition anticipate to participate in this plan as follows:

1. To participate in the project management and provide any required technical assistance, data and any other necessary information needed to successfully manage the project.
2. To participate in selection committees to review consultant/vendor proposals, interview prospective consultant/vendors, and make final selection of consultant/vendor.
3. **Pending possible, future approval by the Lee’s Summit City Council**, fund a local share portion of the Project’s cost in an anticipated amount of \$4000 which will be due to be paid by January 31<sup>st</sup>, 2019.

We thank you for the opportunity to participate in this important regional planning work. Please let us know if you have any other questions or comments regarding this letter.

Yours Truly,



Christal Kliewer Weber  
Assistant City Manager  
City of Lee’s Summit



Joe Snook  
Administrator  
Lee’s Summit Parks and Recreation