



The City of Lee's Summit

Final Agenda

Public Works Committee

Tuesday, October 23, 2018

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

Amended

A. Invocation

B. Pledge of Allegiance

C. Call to Order

D. Roll Call

1. Approval of Agenda

2. Approval of Action Letter

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

3. Public Comments

4. Business

A. [TMP-1041](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 6 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional federal funds in the amount of \$72,760.00 for land acquisition for Runway 18-36 Extension at the Lee's Summit Municipal Airport.

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

B. [TMP-1042](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Sixth Supplemental Agreement to Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting Additional funds in the amount of \$4,042.00 which is equal to fifty percent (50%) of the additional match for the sponsor's State Block Grant for project No. 11-109A-2 for land acquisition for Runway 18-36 Extension at the Lee's Summit Municipal Airport.

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

- C. [TMP-0972](#) An Ordinance authorizing the execution of Modification No. 2 to the agreement with George Butler Associates, Inc. for Professional Engineering Services for SW Jefferson St. (Persels Rd to Oldham Pkwy)(RFQ No. 419-32272) in the amount of \$18,448 for a revised not to exceed contract amount of \$318,400.00.

Presenter: Mark Green, Staff Engineer

- D. [TMP-1028](#) An Ordinance authorizing execution of Modification No. 11 to the agreement with Crawford, Murphy and Tilly, Inc. for on-call engineering services for the Municipal Airport (RFQ 2015-300) not to exceed maximum payment of \$25,590.00 for the boundary survey, zoning plats and Strother Road vacation plats. (BOAC 10/08/18)

Presenter: Dena Mezger, Director of Public Works

- E. [TMP-1031](#) An Ordinance authorizing the execution of addendum number 5 to an agreement by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. for the services related to Tudor Road Pump Station Odor Control in the amount of \$107,500 and authorizing the City Manager to enter into same.

Presenter: Jeff Thorn, PE, Assistant Director of Engineering Services

- F. [TMP-1034](#) An Ordinance authorizing an agreement by and between the City of Lee's Summit and Wiedenmann Construction, Inc. for Repair Services for Water, Wastewater & Stormwater Infrastructure for Water Utilities and Public Works Operations Division based on annual budget funding and the rates reflected in the attached bid tabulation and authorizing the City Manager to enter into the same.

Presenter: Jeff Thorn, PE Assistant Director of Engineering Services

5. Items for Discussion

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

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

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

Presenter: Chris Bussen, Solid Waste Superintendent

6. Roundtable

7. Adjournment

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

Packet Information

File #: 2018-2385, **Version:** 1

Approval of the August 21, 2018 Action Letter

Issue/Request:

Approval of the August 21, 2018 Action Letter.

Key Issues:

Proposed Committee Motion:

I move for approval of the Action Letter dated August 21, 2018.

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

Tuesday, August 21, 2018

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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

The August 21, 2018 Public Works Committee meeting was called to order by Chairman Faith, at 5:32 p.m. at City Hall, 220 SE Green St., in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

D. Roll Call

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

1. Approval of Agenda

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

2. Approval of Action Letter

A. [2018-2213](#) Approval of the July 17, 2018 Action Letter

A motion was made by Councilmember Forte, seconded by Vice Chair DeMoro, to approve the Public Works Committee Action Letter dated July 17, 2018, but amending it to add the status report that was received after the meeting. The motion carried by a unanimous 4-0 vote.

3. Public Comments

None

4. **Business**

- A. [BILL NO. 18-141](#) 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. (PWC 8-21-18)

Public Works Committee

Action Letter - Final

August 21, 2018

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

- B. [BILL NO. 18-142](#) An Ordinance authorizing award of Bid No. 322420-C for the NE Langsford Road Culvert Repair at SE Ridgeview Drive Project to LEXECO, Inc., in the amount of \$269,372.05. (PWC 8-21-18)

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

- C. [BILL NO. 18-143](#) An Ordinance approving the award of Bid No. 18532272-C for the Ward Road Improvements (County Line Road to Gore Road) to Emery Sapp & Sons, Inc. and authorizing the City Manager to enter into an agreement for the same in the amount of \$3,979,743.10. (PWC 8-21-18)

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

- D. [BILL NO. 18-144](#) An Ordinance approving the award of Bid No. 479-324-72 for the Woods Chapel Road and NE Channel Drive signal project to Capital Electric Line Builders Inc. in the amount of \$238,862.89. (PWC 8-21-18)

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

- E. [BILL NO. 18-145](#) An Ordinance approving the award of Bid No. 19631583 for the Winterset Woods & Sterling Hills Trunk Sewer Main project to Beemer Construction Company, Inc. in the amount of \$1,174,488.00. (PWC 8-21-18)

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

- F. [BILL NO. 18-146](#) An Ordinance authorizing the execution of Modification No. 1 to agreement dated March 16, 2017 (RFQ No. 196-31583) for professional engineering services for Winterset Woods & Sterling Hills Trunk Sewer Main project by and between the City of Lee's Summit, Missouri and Burns & McDonnell Engineering Co., Inc., for an increase of \$48,436.00 with Basic Services amended not to exceed amount of \$252,468.00 and Basic Services and Optional Services amended not to exceed amount of \$255,668.00. (PWC 8-21-18)

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

- G. [BILL NO. 18-147](#) An Ordinance authorizing the execution of Modification No. 2 to the agreement with Affinis Corp. for Professional Engineering Services for Ward Road Improvements (County Line Road to Raintree Parkway)(RFQ No. 18532272-D) in the amount of \$61,140.00 for a revised not to exceed contract amount of

\$604,335.00. (PWC 8-21-18)

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

5. Roundtable

Councilmember Binney mentioned the change order status update and noted there are no change orders to report in this period. Update that Pinetree wants to wait until Spring. He requested an update on Ward Rd from Tudor to Blue Parkway. Scott Ward, Senior Staff Engineer, replied that there are utility relocations. Emery Sapp has been working directly with two utility companies and once the utilities are out of the way then they can begin their work.

SW Hook Road shoulders was mentioned by Councilmember Binney and concerns about the expediency of the build out down there. He expressed concerns about not building the roadways in advance of the development happening in that area. Ms. Dena Mezger, Director of Public Works, mentioned talking with Michael Park about the kind of traffic loads expected on Hook from the developments that were mentioned.

Councilmember Binney mentioned 3rd Street from Pryor to Murray is expected to start in the Spring. Mr. Scott Ward said utilities and property acquisition are going well. Spring date is still tentative. AT&T and KCP&L have their final plan and then the construction schedule can be adjusted accordingly. A public meeting will be held to reintroduce everyone to the project. The design engineer, the City's ROW agent Curt Powelson, and other support staff will be there to answer questions.

Fire Station #3 went to bid on Thursday, Aug. 16. It is on the City Council agenda for Sept. 6.

Councilmember Forte reiterated concerns about SW Hook Road and how that area is going to work. She asked that information be brought back to them the next meeting or sooner. Ms. Mezger will send an update prior to the next meeting by email to the committee.

Councilmember DeMoro brought up parking on the south side of 3rd St. He is concerned if people will realize once the 3rd St. improvements are complete there won't be parking on that road. Mr. Ward mentioned that there is no parking on arterials and 3rd street is classified as an arterial. When the project is close to being finished they would request that be added to Appendix B for both sides of the street. And if that comes up during the public meeting they will be sure to address the parking issue.

Chairman Faith mentioned concerns about the number of water breaks this

summer. Wes Owen, Assistant Director of Water Operations, gave a presentation stating that 12 years ago there was an average of 210 breaks per year. Replacement pipe was installed and as of June 2018 they are at 108 breaks. Their goal when they receive a call for a water break is to execute repair and restore all in the same day. There are approximately 100 miles of 16", 20", and 30" transmission mains that run all over town that have a high likelihood of failure. Over time Water Utilities engineering will come forward with requests for condition assessments of those mains. With the amount of distribution main that is falling apart they will need a substantial engineering effort to rehabilitate the infrastructure that is aging. Chairman Faith mentioned planning ahead money wise and welcomed future suggestions of what the committee could do to help move towards solutions.

Ms. Mezger mentioned that the Public Works Committee meetings will be switching nights in October. Planning Commission is moving to Thursdays. Councilmember Forte suggested the meetings be held on the 4th Tuesday. The committee will consider it and the actual day will be confirmed at a later time.

6. Adjournment

The August 21, 2018 Public Works Committee meeting was adjourned by Chairman Faith at 6:39 p.m. at City Hall, 220 SE Green St, City Council Chambers.

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

Packet Information

File #: TMP-1041, **Version:** 1

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 6 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional federal funds in the amount of \$72,760.00 for land acquisition for Runway 18-36 Extension at the Lee's Summit Municipal Airport.

Issue/Request:

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 6 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional federal funds in the amount of \$72,760.00 for land acquisition for Runway 18-36 Extension at the Lee's Summit Municipal Airport.

Key Issues:

- The Commission previously approved funds for Land Acquisition for Runway 18-36.
- The Level of funding originally approved is not sufficient to cover the costs associated with Land Acquisition 18-36.
- The Commission has sufficient funds to increase the grant amount for Land Acquisition for Runway 18-36 Extension
- The Commission grants to the sponsor and additional sum to exceed \$72,760.00 for Land Acquisition for Runway 18-36 Extension.
- The remaining \$4,042.00 will be paid with funds from a grant provided under the Commission's airport aid program.
- Local matching funds of \$4,042.00 represents fifty percent (50%) of the estimated local match required for the eligible project costs has already been expended.
- This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before December 31, 2019, or such subsequent date as may be prescribed in writing by the Commission.

Proposed Committee Motion:

I move to recommend to City Council an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 6 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional federal funds in the amount of \$72,760.00 for land acquisition for Runway 18-36 Extension at the Lee's

Summit Municipal Airport.

Background:

The Commission previously approved funds for Land Acquisition for Runway 18-36. The Level of funding originally approved is not sufficient to cover the costs associated with Land Acquisition 18-36. The Commission has additional funds to increase the grant amount for Land Acquisition for Runway 18-36 Extension. The Commission grants to the sponsor and additional sum to exceed \$72,760.00 for Land Acquisition for Runway 18-36 Extension. Local matching funds of \$4,042.00 represents fifty percent (50%) of the estimated local match required for the eligible project costs and has already been expended. The remaining \$4,042.00 will be paid with funds from a grant provided under the Commission's airport aid program.

Timeline:

Start: Fall of 2015

Finish: December 31, 2019

Dena E. Mezger, P. E., Director of Public Works

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 6 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional federal funds in the amount of \$72,760.00 for land acquisition for Runway 18-36 Extension at the Lee's Summit Municipal Airport.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT NO. 6 TO STATE BLOCK GRANT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING ADDITIONAL FEDERAL FUNDS IN THE AMOUNT OF \$72,760.00 FOR LAND ACQUISITION FOR RUNWAY 18-36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, the Commission previously approved funds for Land Acquisition for Runway 18-36 Extension; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Land Acquisition for Runway 18-36 Extension.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Land Acquisition for Runway 18-36 Extension.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of a state block grant agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri for assistance with Land Acquisition for Runway 18-36 extension at the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein, for an additional sum not to exceed Seventy Two Thousand Seven Hundred Sixty Dollars (\$72,760.00).

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

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

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

CCO Form: MO18
Approved: 05/94 (MLH)
Revised: 03/17 (MWH)
Modified: 10/18 (MWH)

Sponsor: City of Lee's Summit
Project No.: 11-109A-2

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #6

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on May 23, 2011, and executed by the Commission on June 3, 2011, (hereinafter, "Original Agreement") under which the Commission granted One Hundred Sixty-Two Thousand Eight Hundred Seventy-Three Dollars (\$162,873) to the Sponsor to assist with Land Acquisition for Runway 18/36 Extension; and

WHEREAS, the parties entered into an Amendment #1 to the Original Agreement executed by the Sponsor on April 8, 2013 and executed by the Commission on April 17, 2013, (hereinafter, "Amendment #1") under which the original project time period was extended from June 30, 2012 to December 31, 2013 to allow for completion of the project; and

WHEREAS, the parties entered into an Amendment #2 to the Original Agreement executed by the Sponsor on January 14, 2014, and executed by the Commission on March 21, 2014, (hereinafter, "Amendment #2") under which the Commission granted an additional sum not to exceed Two Million Eight Hundred Twenty-Five Thousand Five Hundred Seventy-Five Dollars (\$2,825,575) to the Sponsor to assist with Land Acquisition for Runway 18/36 Extension and extended the project time period from December 31, 2013 to December 31, 2014 to allow for completion of the project; and

WHEREAS, the parties entered into an Amendment #3 to the Original Agreement executed by the parties on October 1, 2014, (hereinafter, "Amendment #3") under which the Commission granted an additional sum not to exceed One Hundred Thirty-Six Thousand Nine Hundred Fifty-Three Dollars (\$136,953) to the Sponsor to assist with Land Acquisition for Runway 18/36 Extension and extended the project time period from December 31, 2014 to December 31, 2015 to allow for completion of the project; and

WHEREAS, the parties entered into an Amendment #4 to the Original Agreement executed by the Sponsor on November 2, 2016, and executed by the Commission on November 9, 2016 (hereinafter, "Amendment #4") under which the Commission granted an additional sum not to exceed Two Million Two Hundred Thirty-Two Thousand Seven Hundred Eighty-Nine Dollars (\$2,232,789) to the Sponsor to assist with Land Acquisition for Runway 18/36 Extension and extended the project time period from December 31, 2015 to December 31, 2017 to allow for completion of the project; and

WHEREAS, the parties entered into an Amendment #5 to the Original Agreement executed by the Sponsor on February 21, 2018, and executed by the Commission on March 1, 2018, (hereinafter, "Amendment #5") under which the Commission granted an additional sum not to exceed Three Hundred Forty Thousand Nine Hundred Sixty-Six Dollars (\$340,966) to the Sponsor to assist with Land Acquisition for Runway 18/36 Extension and extended the project time period from December 31, 2017 to December 31, 2018 to allow for completion of the project; and

WHEREAS, the Commission previously approved funds for Land Acquisition for Runway 18/36 Extension; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Land Acquisition for Runway 18/36 Extension.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Land Acquisition for Runway 18/36.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed Seventy-Two Thousand Seven Hundred Sixty Dollars (\$72,760) for Land Acquisition for Runway 18/36 subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than Four Thousand Forty-Two Dollars (\$4,042) toward the project in addition to those previously committed by the Sponsor in the Original Agreement, Amendment #2, Amendment #3, Amendment #4, and Amendment #5. The amount of matching funds stated above represents fifty percent (50%) of the estimated local match required for the eligible project costs. The remaining Four Thousand Forty-Two Dollars (\$4,042) will be paid with funds from a grant provided under the Commission's airport aid program pursuant to section 305.240(1), RSMo.

(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in Amendment #5.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before December 15, 2018, or such subsequent

date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of December 31, 2018, will be extended to December 31, 2019, to allow for completion of the work. Paragraph (1)(D) of Amendment #5 is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement, Amendment #1, Amendment #2, Amendment #3, Amendment #4, and Amendment #5 entered into between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Sponsor this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF LEE'S SUMMIT

By _____

Title _____

Title _____

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF LEE'S SUMMIT

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

Packet Information

File #: TMP-1042, **Version:** 1

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

Issue/Request:

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

Key Issues:

- The Commission previously approved funds for Land Acquisition for Runway 18-36.
- The Level of funding originally approved is not sufficient to cover the costs associated with Land Acquisition 18-36.
- The Commission has sufficient funds to increase the grant amount for Land Acquisition for Runway 18-36 Extension
- The Commission grants to the sponsor and additional sum to exceed \$4,042 for Land Acquisition for Runway 18-36 Extension.
- Local matching funds of \$4,042 represents fifty percent (50%) of the estimated local match required for the eligible project costs and has been expended.
- Based upon the revised project schedule, the original project time period of December 31, 2018, will be extended to December 31, 2019, to allow for completion of the work.

Proposed Committee Motion:

I move to recommend to City Council the approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Sixth Supplemental Agreement to Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting Additional funds in the amount of \$4,042.00 which is equal to fifty percent (50%) of the additional match for the sponsor's State Block Grant for project No. 11-109A-2 for land acquisition for Runway

18-36 Extension at the Lee's Summit Municipal Airport.

Background:

The Commission previously approved funds for Land Acquisition for Runway 18-36. The Level of funding originally approved is not sufficient to cover the costs associated with Land Acquisition 18-36. The Commission has additional funds to increase the grant amount for Land Acquisition for Runway 18-36 Extension. The Commission grants to the sponsor and additional sum to exceed \$4,042.00 for Land Acquisition for Runway 18-36 Extension. Local matching funds of \$4,042.00 represents fifty percent (50%) of the estimated local match required for the eligible project costs and has been expended. Based upon the revised project schedule, the original project time period of December 31, 2018, will be extended to December 31, 2019, to allow for completion of the work.

Timeline:

Start: Fall of 2015

Finish: December 31, 2019

Dena E. Mezger, P. E., Director of Public Works

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Sixth Supplemental Agreement to Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting Additional funds in the amount of \$4,042.00 which is equal to fifty percent (50%) of the additional match for the sponsor's State Block Grant for project No. 11-109A-2 for land acquisition for Runway 18-36 Extension at the Lee's Summit Municipal Airport.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SIXTH SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING ADDITIONAL FUNDS IN THE AMOUNT OF \$4,042.00 WHICH IS EQUAL TO FIFTY PERCENT (50%) OF THE ADDITIONAL MATCH FOR THE SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-2 FOR LAND ACQUISITION FOR RUNWAY 18-36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, the Commission previously approved funds for Land Acquisition for Runway 18-36 Extension; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Land Acquisition for Runway 18-36 Extension.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Land Acquisition for Runway 18-36 Extension.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of a sixth supplemental agreement to airport aid agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri for assistance with Land Acquisition for Runway 18-36 extension at the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

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

CCO Form: MO03
Approved: 7/94 (MLH)
Revised: 03/17 (MWH)
Modified: 10/18 (MWH)

Project No. AIR 116-109A-1

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SIXTH SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT**

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by Sponsor on May 23, 2011, and executed by the Commission on June 3, 2011 (hereinafter, "Original Agreement") under which the Commission granted the sum of Four Thousand Two Hundred Eighty-Six Dollars (\$4,286) to the Sponsor to assist in specified Land Acquisition for Runway 18/36 extension; and

WHEREAS, the parties entered into a First Supplemental Agreement to Airport Aid Agreement executed by Sponsor on April 8, 2013, and executed by the Commission on April 17, 2013 (hereinafter, "First Supplemental Agreement") under which the original project time period was extended from June 30, 2012, to December 31, 2013; and

WHEREAS, the parties entered into a Second Supplemental Agreement to Airport Aid Agreement executed by Sponsor on January 16, 2014, and executed by the Commission on March 21, 2014 (hereinafter, "Second Supplemental Agreement") under which the Commission agreed to increase the grant by Seventy-Four Thousand Three Hundred Fifty-Seven Dollars (\$74,357) to the Sponsor to assist in specified Land Acquisition for Runway 18/36 extension and to extend the project time period from December 31, 2013 to December 31, 2014, to allow for completion of the project; and

WHEREAS, the parties entered into a Third Supplemental Agreement to Airport Aid Agreement executed by the parties on October 3, 2014, (hereinafter, "Third Supplemental Agreement") under which the Commission agreed to increase the grant by Seven Thousand Six Hundred Nine Dollars (\$7,609) to the Sponsor to assist in specified Land Acquisition for Runway 18/36 extension and to extend the project time period from December 31, 2014 to December 31, 2015, to allow for completion of the project; and

WHEREAS, the parties entered into a Fourth Supplemental Agreement to Airport Aid Agreement executed by Sponsor on November 2, 2016, and executed by the Commission on November 9, 2016 (hereinafter, "Fourth Supplemental Agreement") under which the Commission agreed to increase the grant by One Hundred Twenty-Four Thousand Forty-Four Dollars (\$124,044) to the Sponsor to assist in specified Land

Acquisition for Runway 18/36 extension and to extend the project time period from December 31, 2015 to December 31, 2017, to allow for completion of the project; and

WHEREAS, the parties entered into a Fifth Supplemental Airport Aid Agreement executed by Sponsor on February 21, 2018, and executed by the Commission on March 1, 2018 (hereinafter, "Fifth Supplemental Agreement") under which the Commission agreed to increase the grant by Eighteen Thousand Nine Hundred Forty-Two Dollars (\$18,942) to the Sponsor to assist in specified Land Acquisition for Runway 18/36 extension and to extend the project time period from December 31, 2017 to December 31, 2018 to allow for completion of the project; and

WHEREAS, the Commission previously approved funds for this project; and

WHEREAS, the level of funding originally approved is not sufficient to cover costs associated with this project; and

WHEREAS, the Commission has sufficient funds to increase the grant amount for this project.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) ADDITIONAL GRANT: The Commission hereby grants to the Sponsor an additional sum of Four Thousand Forty-Two Dollars (\$4,042) for this project, which is equal to fifty percent (50%) of the additional match required for the Sponsor's State Block Grant for Project No. 11-109A-2.

(2) PROJECT TIME PERIOD: Based upon the revised project schedule, the original project time period of December 31, 2018, will be extended to December 31, 2019, to allow for completion of the work. Paragraph (2) of the Fifth Supplemental Agreement is hereby amended accordingly.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement, First Supplemental Agreement, Second Supplemental Agreement, Third Supplemental Agreement, Fourth Supplemental Agreement, and Fifth Supplemental Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement shall extend and apply to this Fifth Supplemental Agreement.

[Remainder of Page is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

Packet Information

File #: TMP-0972, **Version:** 1

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

Issue/Request:

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

Key Issues:

- Newly discovered utility conflict and right of way negotiations have extended the design schedule and created the need for re-designing small portions of the project to address these issues
- These issues are a change in scope of the professional engineering services contract with GBA
- Modification No.2 requests an increase of \$18,448.00 to modify the scope as needed to address these issues
- The revised not to exceed cost of the contract will be \$318,400.00

Proposed Committee Motion:

I move to recommend to the City Council approval of an ordinance authorizing the execution of Modification No. 2 to the agreement with George Butler Associates, Inc. for Professional Engineering Services for SW Jefferson St. (Persels Rd to Oldham Pkwy)(RFQ No. 419-32272) in the amount of \$18,448 for a revised not to exceed contract amount of \$318,400.00.

Background:

This project is funded by the CIP sales tax, with water and sewer relocates funded by Water Utilities. This work was coordinated with the 291 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 Downtown Lee's Summit, and improve traffic safety. The project will be built following MoDOT improvements to US 50 and M291 South interchange project, and in conjunction with proposed development work along the M291 corridor. 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 recent construction project on Jefferson Street south of Persels was adjusted by delaying installation of the traffic signals to be coordinated and installed with the project north of Persels. This adjustment in scope for the project required led to Modification No. 1 to GBA's contract to address the

inclusion of these signal improvements not completed with the project south of Persels. That modification No. 1 was approved by adopting Ordinance No. 8289 in December 2017.

Recent utility coordination efforts have identified some critical conflicts with infrastructure in specific areas of the project that if not redesigned could extend the schedule of utilities requiring them to pursue easements on adjacent property owners and additional design and relocation efforts, which could delay the project significantly in addition to the existing delays due to right of way negotiations. Additionally, utilities located and marked at the beginning of the project have failed to confirm exact locations, have relocated since originally marked, or continue to have conflicting information with what was identified at the start of the project. This modification request will address the noted concerns and will extend the project design schedule for both the Utility companies and the Engineer.

Pending right of way acquisitions and final design completion, the project is estimated to be advertised for bids in 2019.

Mark Green, Staff Engineer

Staff Recommendation: Staff recommends approval of an Ordinance authorizing the execution of Modification No. 2 to the agreement with George Butler Associates, Inc. for Professional Engineering Services for SW Jefferson St. (Persels Rd to Oldham Pkwy)(RFQ No. 419-32272) in the amount of \$18,448 for a revised not to exceed contract amount of \$318,400.00.

BILL NO. 18-

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 2 TO THE AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST. (PERSELS RD TO OLDHAM PKWY)(RFQ NO. 419-32272) IN THE AMOUNT OF \$18,448.00 FOR A REVISED NOT TO EXCEED CONTRACT AMOUNT OF \$318,400.00.

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 Basic 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 establish a not to exceed rate for those tasks and services; and,

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri, hereby approves Modification No. 2 to the Agreement for professional engineering services for SW Jefferson St. (Persels Rd to Oldham Pkwy)(RFQ No. 419-32272), by and between the City of Lee's Summit and George Butler Associates, Inc., generally for additional basic services for Jefferson Street (Persels Road to Oldham Pkwy), attached hereto and incorporated by reference as if fully set forth herein, for a not to exceed amount of \$18,448.00, and authorizes the execution of the same by the City Manager.

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

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

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

BILL NO. 18-

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

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

THIS MODIFICATION NO. 2 is made and entered into this ____ day of _____, 2018, 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 desire to amend the provisions of the Base Agreement as provided herein; and

WHEREAS, City and Engineer desire to modify Article I of the Base Agreement to specify and authorize the performance of certain 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 is hereby amended to specify and authorize the performance of the following Basic Services:

Refer to Modification #2 to the Agreement – Scope for Additional Work attached hereto and incorporated herein by reference, but generally described as follows:

Final Design Phase shall be amended to include redesign of storm sewer inlets and erosion control elements to accommodate utilities for unforeseen utility conflicts.

Amendment also includes additional project management and utility coordination resulting from the extension of the project schedule for ongoing property and easement negotiations.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

Article IV-B. of the Base Agreement 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 in Article I, of this Modification No. 2, above shall not exceed the total sum of Eighteen Thousand Four Hundred Forty-Eight Dollars (\$18,448.00).

B. The amended total not to exceed amount for both the Basic Services and Optional Services is Three Hundred Eighteen Thousand Four Hundred Dollars (\$318,400.00).

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

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

THIS MODIFICATION NO. 2 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 _____ 2018.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

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

ENGINEER:

BY: _____

TITLE: _____

ATTEST:

10/23/2018

Jefferson Street (Persels to Oldham) RFP 419-32272

Modification #2 to the Agreement– Scope for Additional Work

Schedule Change from Original Contract:

The project was to be advertised in February 2018 according to the original contract. Due to prolonged right of way negotiations and circumstances beyond GBA's control, the project schedule has been extended beyond the original scope. The project is now expected to be advertised in April 2019. This schedule extension requires additional project management for correspondence and coordination beyond the original scope.

Utility Items:

The original scope included 1 meeting for each utility. Additional meetings and coordination are required due to the following:

- Spire coordination – Original surveyed locates differ from locations provided by Spire plans. Spire asked to pothole and provide more accurate information. These locates were again not to the level of precision to be confident that they are clear of proposed storm sewer and KCPL relocations. They have questioned the location shown based on these pothole locations (information) they provided. Additional coordination and meetings will be required.
- KCPL coordination – Primary point of contact disappeared and it took multiple e-mails and phone calls to re-establish contact and restart the relocation process. KCPL requested design change to be able to move their poles further from the back of curb as shown in the proposed relocation plan. Since this is also in the best interest of the City and there are no better options available, redesign is to be performed on storm sewer structures. This will require resubmittal of relocation plans, review for conflict avoidance with storm sewer and other utilities and scheduling reminders. Since KCPL has 3 attachers, they will also be impacted. Additional meetings and coordination will be required for scheduling and adjustment of drops.
- AT&T coordination – AT&T's original relocation plan requires a substantial amount of time to review and add to our plans. Due to the extensive number of concerns with the original relocation plan, additional reviews and coordination will be required. AT&T's relocation plans used for construction are not to scale and therefore very difficult to verify the intent and make sure that conflicts won't exist after relocation has been completed. AT&T's relocation plan also calls for AB-3 and temporary asphalt which requires city approval. Additional coordination is required to explain what they're proposing and why it's required. This proposed backfill was impacted by the city's decision to use geogrid in lieu of lime kiln dust.
- LSR7 coordination – There were two existing vaults in the NW corner of Jefferson and Persels with only one shown on their maps. The LSR7 vault was buried under grass and difficult to find. The second, mystery vault, has not been claimed by any of the utilities. An additional site visit and coordination is required to identify the vault and coordinate relocation if necessary.
- Additional coordination with Spire, KCPL and AT&T will be required due to storm sewer redesign. The redesign allows for more desirable setback of KCPL poles but may impact Spire and AT&T's existing and/or proposed locations. Additional reviews of updated relocation plans will be necessary.

Final Plans:

- Storm Sewer Redesign (due to KCPL relocation): Redesign of storm sewer is required to achieve the minimum set back of KCPL utility poles within right-of-way along the corridor. Other options require additional right-of-way or an overhang easement which would significantly delay the project - potentially indefinitely. The redesign is necessary to move the project forward. It involves modifications to inlets identified as C1, C2 and C3 in the Right-of-Way plans.

Packet Information

File #: TMP-1028, **Version:** 1

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

Issue/Request:

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

Key Issues:

- Over the last 10 years, the city has acquired a number of new parcels.
- The airport property today consists of approximately 35-40 separate parcels.
- This project will plat the airport properties into three lots
- The Airport will be rezoned to AZ - Airport Zone in accordance with the UDO.

Proposed Committee Motion:

I move to recommend to the City Council an ordinance authorizing execution of Modification No. 11 to the agreement with Crawford, Murphy and Tilly, Inc. for on call engineering services for the Municipal Airport (RFQ 2015-300) not to exceed maximum payment of \$25,590.00 for the boundary survey, zoning plats and Strother Road vacation plats. (BOAC 10/08/18)

Background:

Over the last 10 years, the city has acquired a number of new parcels and today in consists of approximately 35 - 40 separate parcels. This project will plat the Airport properties into 3 lots and will be rezoned to AZ - Airport Zone in accordance with the UDO.

Timeline:

Start: October 2018

Finish: January 2019

Dena Mezger, Director of Public Works

Recommendation: Staff recommends approval of an ordinance authorizing execution of Modification No. 11 to the agreement with Crawford, Murphy and Tilly, Inc. for on-call engineering services for the Municipal Airport (RFQ 2015-300) not to exceed maximum payment of \$25,590.00 for the boundary survey, zoning plats and Strother Road vacation plats. (BOAC 10/08/18)

BILL NO. _____

ORDINANCE NO. _____

An Ordinance authorizing execution of Modification No. 11 to the agreement with Crawford, Murphy and Tilly, INC. for on-call engineering services for the Municipal Airport (RFQ 2015-300) not to exceed maximum payment of \$25,590.00 for the boundary survey, zoning plats and Strother Road vacation plats.

WHEREAS, the City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"); and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement as modified, as provided herein; and

WHEREAS, the amended engineering services contained in this Modification No. 10, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications, and considered in the review that was conducted by the City when awarding the contract for the Base Agreement; 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 the City to execute contracts providing for 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 hereby authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, of a Modification No. 11 to On-Call Agreement Dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri
APPROVED AS TO FORM:

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

**MODIFICATION NO. 11 TO ON-CALL AGREEMENT
DATED SEPTEMBER 21, 2018
(RFQ NO. 2015-300)**

FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT

THIS MODIFICATION TO ON-CALL AGREEMENT made and entered into this ____ day of _____, 2018, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Crawford, Murphy and Tilly, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"); and

WHEREAS, the Base Agreement was modified with Modification No. 1 dated September 23, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 2 dated December 21, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 3 dated April 4, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 4 dated October 6, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 5 dated November 17, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 6 dated July 19, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 7 dated November 17, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 8 dated January 2, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 9 dated January 2, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 10 dated _____ ;
and

WHEREAS, the Base Agreement was modified with Modification No. 11 dated _____; and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement, as modified, as provided herein; and

WHEREAS, the amended engineering services contained in this Modification No. 11, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; 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 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 ENGINEER**

The Base Agreement is hereby modified and amended to include the following scope of services for the Boundary Survey, Zoning Plats and Strother Road Vacation Plats:

This project shall include the preparation of a legal description and exhibit for the vacation of the existing right of way of Old Strother Road. Additionally, a boundary survey will be prepared and will include setting iron pins on property corners or recovering existing pins at the corners. Based on the boundary survey, a subdivision plat drawing, including a metes and bounds description, in compliance with the requirements of the City of Lee's Summit for the purposes of rezoning shall be prepared. See attached proposal from Anderson Surveying.

All other terms of the Base Agreement not amended by the Modification to On-Call Agreement shall remain in full force and effect.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

Payment will be made based upon hourly and direct expenses as shown in Exhibit A attached to this Modification No. 11 with a Not to Exceed Maximum Payment of \$25,590. All other terms of the Base Agreement not amended by the Modification to the On-Call Agreement shall remain in full force and effect.

This Modification No. 11 to On-Call Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Modification to On-Call Agreement to be executed on the ____ day of _____, 20__.

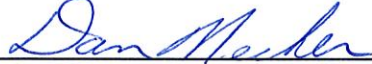
CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ENGINEER:



BY: Dan Meckes
TITLE: President *CEO*

ATTEST:

CRAWFORD, MURPHY & TILLY, INC.
 CONTRACT ATTACHMENT - EXHIBIT A - 2018 PROFESSIONAL SERVICES COST ESTIMATE
 CLIENT: Lee's Summit Municipal Airport

PROJECT NAME: Airport Boundary Survey & Zoning Plats
 CMT JOB NO.: To Be Determined

Prep By: ALK
 DATE: 09/21/18

Apprvd: _____
 DATE: 09/21/18

TASK NO	TASKS CLASSIFICATIONS	PRINCIPAL	SENIOR PROJECT ENGINEER / ARCHITECT	PROJECT MANAGER / SENIOR ARCHITECT	LAND SURVEYOR / SENIOR ENGINEER	SENIOR ARCHITECT / SENIOR ENGINEER	MANAGER / SENIOR TECHNICAL	GIS SPECIALIST / SENIOR PLANNER	ARCHITECT / ENGINEER	SENIOR TECHNICIAN	PLANNER / TECHNICAL MGR	TECHNICIAN II	TECHNICIAN I	ADMIN ASSISTANT / ACCOUNTANT	TOTAL	
																\$210
	CURRENT YEAR 2017 HOURLY RATES															TOTAL
1	Boundary Survey & Zoning Plats															12
2	City Re-Zoning Meetings			12	6											6
3																
4																
5																
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																
	TOTAL MAN HOURS			12	6											18
	SUBTOTAL - BASE LABOR EFFORT		\$2,100	\$2,100	\$840											\$2,940
	TASKS (CONTINUED)	TOTAL LABOR EFFORT	\$840	\$840												
1	Boundary Survey & Zoning Plats	TRAVEL MILEAGE	\$150													
2	City Re-Zoning Meetings	MEALS & LODGING														
3		PRINTING														
4		EQUIPMENT														
5		SCURVEY MTL														
6		MISC														
7		TOTAL														
8		EST % OF OT														
9		AVERAGE OVERTIME RATE PREMIUM														
10		OT ADJUSTMENT FACTOR														
11		TOTAL														
12		2017														
13		2018														
14		2019														
15		2020														
	TOTALS	TOTAL	\$150	\$150	\$22,500											\$22,650
	TIME PERIOD OF PROJECT	EST % OF OT														\$25,590
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	AVERAGE OVERTIME RATE PREMIUM														MULTI-YEAR + OT
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	OT ADJUSTMENT FACTOR														MULTPLR & AMT
	ESTIMATED CONTINGENCY															
	ROUNDING															
	TOTAL FEE															
																\$25,590
																All

Packet Information

File #: TMP-1031, **Version:** 1

An Ordinance authorizing the execution of addendum number 5 to an agreement by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. for the services related to Tudor Road Pump Station Odor Control in the amount of \$107,500 and authorizing the City Manager to enter into same.

Issue/Request:

In the early 1990's studies were performed to address odor and corrosion concerns in the May Brook Drainage Basin in and near the developments around Lakewood. These studies included monitoring of sulfide formation and the release of hydrogen sulfide gas, the comparison of control strategies and recommendation to use ferric chloride to prevent the formation and release of the sulfides. At the time this recommendation was the most effective and best value solution. This strategy worked fairly well until recent years when the reduced flow fixtures and increased service areas began causing increased residence times in the system. These increased residence times allow the sewage to become septic sooner in the system and create conditions for additional sulfide formation which the ferric chloride has had trouble meeting.

This past year we hired Olsson Associates through our on call contract to revisit the study and determine if the ferric chloride feed can be revamped or if a different technology should be used. To do this we resampled the chemistry of the wastewater and monitored the formation of the hydrogen sulfide at varying flows and varying ferric chloride feed rates. This information proved that it would take a large increase in our ferric feed rates to continue this model. While we were reviewing the current system we also review existing and emerging technologies to determine if there was a more efficient better value model for us to use. The study looked at oxygenation, the addition of other types of chemicals, and adding a Vortex system to the outfall of the force main. The final recommendation was to pursue the installation of the Vortex system. The installation of this system ranked highly on efficiency, ease of use, and cost effectiveness. The attached proposal is for the design of this system which will allow us to bid the construction of this work.

Key Issues:

- Tudor Road Pump Station currently uses Ferric Chloride to control the formation and release of hydrogen sulfide downstream of the pump station.
- This method of odor and corrosion control has proven to be somewhat unreliable for our system due to many factors.
- The unreliable nature of this system has cause a series of complaints downstream where the force main from Tudor empties into the gravity system.
- Olsson Associates was hired through the on-call engineering to study the issues with the Ferric Chloride system and review our options for possible replacement of that system.
- This design contract is a follow-up to the above mentioned study for the design of the selected Vortex

System odor and corrosion control.

Proposed Committee Motion:

I move to recommend for approval to City Council an Ordinance authorizing the execution of addendum number 5 to an agreement by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. for the services related to Tudor Road Pump Station Odor Control in the amount of \$107,500 and authorizing the City Manager to enter into the same.

Impact/Analysis:

This is a budgeted item with the approved CIP. The long term costs should include a reduction in the use of chemical odor control at this site.

Timeline:

Start: January 1, 2019

Finish: July 1, 2019

Jeff Thorn, PE, Assistant Director of Engineering Services

Recommendation: Approval of an Ordinance authorizing the execution of addendum number 5 to an agreement by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. for the services related to Tudor Road Pump Station Odor Control in the amount of \$107,500 and authorizing the City Manager to enter into the same.

Committee Recommendation: Approval of an Ordinance authorizing the execution of addendum number 5 to an agreement by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. for the services related to Tudor Road Pump Station Odor Control in the amount of \$107,500 and authorizing the City Manager to enter into the same.

BILL NO. xx-xx

AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 5 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OLSSON ASSOCIATES ENGINEERING, INC. FOR THE SERVICES RELATED TO TUDOR ROAD PUMP STATION ODOR CONTROL IN THE AMOUNT OF \$107,500 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAME

WHEREAS, the Water Utilities Department operates and maintains the pump station and sewer collection system in Lee's Summit; and,

WHEREAS, the travel time in the collection system and residence time in the pump stations causes septic conditions in some portions of the collection system; and,

WHEREAS, Olsson Associates has completed a study with recommendations to alleviate these septic conditions, downstream of the Tudor Road Pump Station; and,

WHEREAS, the funding for this work was approved as part of the Capital Improvement Program; and,

WHEREAS, based upon the current Contract for On-Call Engineering, water and/or wastewater pumping station performance evaluations and troubleshooting are within the scope of Olsson Associates work; and,

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

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

SECTION 1. That Addendum No. 5 to the On-Call Agreement for professional engineering services by and between the City of Lee's Summit, Missouri and Olsson Associates Engineering, Inc. generally for the purpose of designing and bidding an odor control system for the Tudor Road Pump Station for the Water Utilities Department, for a contract amount of \$107,500, a true and accurate copy of said Addendum and the scope of work attached hereto as Exhibit "A" and both incorporated herein by reference, be and the same are hereby approved, and the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

BILL NO. xx-xx

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

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

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

**ADDENDUM NO. 5
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2**

TUDOR ROAD PUMP STATION ODOR CONTROL

THIS ADDENDUM NO. 5 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2 is made and entered into this _____ day of _____, 2018, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Olsson Associates, Inc. (hereinafter "Engineer").

WITNESSETH:

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

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

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

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

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

ARTICLE I

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

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

Design and bidding services related to implementation of Recommended Alternative per report titled, "Tudor Road Pump Station Odor Control, Conceptual Options Evaluation," July 2018 and as described in Exhibit A of the Addendum No. 5 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 \$107,500, 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. 5.

This Addendum No. 5 shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Modification to On-Call Agreement to be executed on the _____ day of _____, 2018.


CITY OF LEE'S SUMMIT

STEPHEN A. ARBO, CITY MANAGER

APPROVED AS TO FORM:

DANIEL WHITE
CHIEF COUNSEL OF MGMT & OPS

ENGINEER: OLSSON ASSOCIATES, INC.



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

Attest:

EXHIBIT A to ADDENDUM NO. 5 SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the On-Call Agreement for Professional Water and Sanitary Sewer Engineering Services (RFQ No.2016-042-2) dated January 13, 2017 between City of Lee's Summit ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Modification No. 5 of the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

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

Project Description: Tudor Road Pump Station Odor Control

Implementation of Recommended Alternative per report titled, "Tudor Road Pump Station Odor Control, Conceptual Options Evaluation," July 2018.

COMPENSATION

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

Olsson's Scope of Services will be provided on a time and expense basis not to exceed one hundred seven thousand five hundred dollars (\$107,500) without written amendment authorization from the Client.

SCHEDULE FOR OLSSON'S SERVICES

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

Draft plans and specification submittal:	March 15, 2019
Anticipated Completion Date:	July 1, 2019

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

SCOPE OF SERVICES

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

Phase 300: SURVEY SERVICES

Task 301: Topographic Survey.

Site 1 – MH14-017: Olsson will provide a 100-foot-wide Topographic Design Survey lying 500 feet North of and 200 feet South of MH14-0107 as shown on Sheet 1 of the referenced conceptual options report. The corridor will include boundary information on the abutting properties. The survey will extend to the East edge of pavement of Interstate 470 and South right-of-way line of NE Strother Road. Survey shall depict all observed evidence of substantial improvements, vertical relief of existing contours at two-foot intervals and location of existing features (pavement, buildings, tree mass lines, storm, sanitary sewer structures, pipe sizes, flow lines, and materials). Utility companies will be contacted through Missouri One-Call system, and any utilities marked will be

shown on the topography survey. Olsson will provide four (4) horizontal control points tied to the Missouri State Plane Coordinate System, NAD 1983 West Zone, and two (2) vertical control points, or benchmarks, referenced to the North American Vertical Datum, NAVD 88. Olsson shall obtain title/property information for properties involved; three (3) properties are anticipated.

Site 2 – MH23-016: Olsson will provide a 100-foot-wide Topographic Design Survey lying along the line between MH23-016 and MH23-014 as shown on Sheet 1 of the referenced conceptual options report. The corridor will include boundary information on the abutting properties. Survey shall depict all observed evidence of substantial improvements, vertical relief of existing contours at two-foot intervals and location of existing features (pavement, buildings, tree mass lines, storm, sanitary sewer structures, pipe sizes, flow lines, and materials). Utility companies will be contacted through Missouri One-Call system, and any utilities marked will be shown on the topography survey. Olsson will provide four (4) horizontal control points tied to the Missouri State Plane Coordinate System, NAD 1983 West Zone, and two (2) vertical control points, or benchmarks, referenced to the North American Vertical Datum, NAVD 88. Olsson shall obtain title/property information for properties involved; six (6) properties are anticipated.

Task 302: Easement Descriptions and Exhibits.

Olsson shall prepare legal descriptions and exhibits for new permanent easements and/or temporary construction easements for use by Client in easement acquisition. Up to six (6) easements are anticipated.

Task 303: Geotechnical.

Olsson shall perform a geotechnical investigation at each of the two proposed improvement sites. Work will include one (1) boring at each site to verify depth to rock and general soil characteristics. Work to include associated laboratory work, and structural design recommendations for concrete structures to be installed with the improvements. A total of 2 borings to refusal and/or to a depth of 20' and 2 soil samples with lab testing are anticipated.

PHASE 400: IMPROVEMENT DESIGN

Olsson shall prepare a set of plans and specifications that can be used to bid the installation of the recommended improvements described in the referenced conceptual options report. The anticipated delivery method is Design / Bid / Build. If the Client elects to pre-select, or pre-procure the odor control equipment, or change the project approach, it will be addressed via an amendment. The tasks performed shall include:

Task 400: Site Visits and kick-off meeting - Olsson will coordinate with City and conduct a kick-off meeting and site visits to each odor control facility site. Olsson will provide meeting minutes for review and reference.

Task 401: Develop Basis of Design - Olsson shall define and describe elements considered in the conceptual options evaluation, including material and manufacturer selection and procurement of products to be specified, and construction requirements

Task 402: Design Memorandum - Olsson shall complete a design memorandum that outlines up to three (3) alternate site layouts at each installation site, including proposed sizing, configuration of new odor control structure,

modifications to the existing force main and gravity sewer piping, existing topo and proposed site grading, existing property and easement boundaries and any proposed acquisition and/or temporary easements. Olsson will submit draft memo to the Client for review and conduct review meeting to discuss. Olsson shall incorporate comments and submit final version to Client.

- Task 403: Civil Design** - Olsson shall complete the civil engineering design of the recommended improvements.
- Task 404: Structural Design** - Olsson shall complete the needed structural engineering design of the recommended improvements
- Task 405: Prepare Draft Plan Sheets and Details** - Olsson shall prepare plan sheets and detail sheets for the proposed project.
- Task 406: Prepare Draft Specifications** - Olsson will develop relevant technical specifications in CSI, 16-division format for the proposed project for incorporation into City's bidding and construction contract documents. Olsson will submit draft specifications in PDF format and three (3) hard copies for City review and comment.
- Task 407: Prepare Cost Opinions** – Olsson will prepare an opinion of probable construction cost and include with draft and final plan/specification submittals and prior to bid opening.
- Task 408: Quality Control Review** - Olsson shall complete an internal quality control review to evaluate the construction.
- Task 409: Develop Final Plans and Specifications** - Olsson shall revise the plans and specifications in accordance with review comments received from the Client and the quality control review. A total of two (2) rounds of revisions are anticipated.
- Task 410: Design Meetings with Client** - Olsson shall set up design meetings with the Client to review the project design. Meetings are anticipated following submittal of Design Memo and following draft plan and specification submittal. Meetings to be held at the Client's office.

Phase 600 – Bid Phase Services

Olsson shall assist the Client in bidding the project. The tasks shall include:

- Task 601: Prepare and Distribute Bid Documents** - Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Plans will be distributed through Drexel Technologies.
- Task 602: Answer Bidder Questions** - Olsson shall answer bidder's questions regarding the construction documents.
- Task 603: Prepare Addenda** - Olsson shall prepare and distribute addenda to the bidders if needed during this phase.

Task 604: Attend Bid Opening - Olsson shall attend the bid opening meeting.

Task 605: Evaluate Bids - Olsson shall prepare a tabulation of the bids and evaluate the bids and qualifications of the bidders.

Task 606: Recommend Award - Based upon the results of the bid evaluation, Olsson shall provide a written recommendation.

ADDITIONAL SERVICES

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

- A. Additional Land survey, easement preparation or other survey services.
- B. Construction Administration, Management, or Observations.
- C. Additional design or coordination meetings with other parties beyond those listed within Scope of Services.
- D. Providing revisions of drawings, specifications, or other documents when such revisions are required by changes to previously approved designs.
- E. Providing services of certified construction cost estimator.

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

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

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Packet Information

File #: TMP-1034, **Version:** 1

An Ordinance authorizing an agreement by and between the City of Lee's Summit and Wiedenmann Construction, Inc. for Repair Services for Water, Wastewater & Stormwater Infrastructure for Water Utilities and Public Works Operations Division based on annual budget funding and the rates reflected in the attached bid tabulation and authorizing the City Manager to enter into the same.

Issue/Request:

Water Utilities uses private construction companies to respond to emergency and urgent situations when the scope of work requires equipment beyond that which is readily available to Utility crews or the work is of a unique nature . These services are procured through an emergency purchasing process and fees are negotiated at the time of the incident. The benefits of entering into an annual agreement for these services are 1.) A single firm has committed to be available to complete the work, 2.) A firm has been pre-qualified as able to perform the work, and 3.) The fees and rates associated with performing the work are determined in advance of the work being completed.

The contract stipulates that it is to be used for emergency situations as determined by the City and for repairs to infrastructure when those repairs are beyond the scope of existing equipment or crew skills.

The Purchasing Division issued RFP No. 2019-003 on August 28, 2018. The RFP was advertised and notifications were sent to 262 potential respondents through the city's e-procurement system, Public Purchase. Four (4) proposals were received by the September 12, 2018 closing date.

Key Issues:

- The proposal was evaluated by city staff from the Water Utilities, to determine the lowest and best responsive and responsible respondent of the Request for Proposals.
- The proposals were scored based on experience and approach and the costs were compared.
- The rate totals were within 12% of each other from highest to lowest.
- Staff concluded that the submittal offered by Wiedenmann Construction met all minimum specifications of the Request for Proposal.
- A one year agreement with four possible contract renewals will be issued upon approval by the full City Council to Wiedenmann

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance authorizing an agreement by and between the City of Lee's Summit and Wiedenmann Construction, Inc. for Repair Services for Water, Wastewater & Stormwater Infrastructure for Water Utilities and Public Works Operations Division based on annual budget funding and the rates reflected in the attached bid tabulation and authorizing the City Manager to enter into the same.

Impact/Analysis:

This is an annually budgeted item.

Timeline:

Start: January 2019

Finish: Renewable Yearly for 5 years

Jeff Thorn, PE Assistant Director of Engineering Services

Recommendation: Approval of an Ordinance authorizing an agreement by and between the City of Lee's Summit and Wiedenmann Construction, Inc. for Repair Services for Water, Wastewater & Stormwater Infrastructure for Water Utilities and Public Works Operations Division based on annual budget funding and the rates reflected in the attached bid tabulation and authorizing the City Manager to enter into the same.

BILL NO. xx-xx

AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND WIEDENMANN CONSTRUCTION, INC. FOR REPAIR SERVICES FOR WATER, WASTEWATER & STORMWATER INFRASTRUCTURE FOR WATER UTILITIES AND PUBLIC WORKS OPERATIONS DIVISION BASED ON ANNUAL BUDGET FUNDING AND THE RATES REFLECTED IN THE ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME.

WHEREAS, the Water Utilities and Public Works Departments occasionally require assistance in emergency and non-standard construction projects; and,

WHEREAS, the Water Utilities and Public Works Departments have historically used on call construction contracts to fill the assistance need in these situations; and,

WHEREAS, the current on call construction contract is expiring at the end of 2018; and,

WHEREAS, the funding for this contract was approved as part of the annual budgeting process; and,

WHEREAS, Wiedenmann Construction Inc. was selected through the RFP process by having the more responsive and responsible proposal for the work described.

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

SECTION 1. That an agreement by and between the City of Lee's Summit and Wiedenmann Construction, Inc. for Repair Services for Water, Wastewater & Stormwater Infrastructure for Water Utilities and Public Works Operations Division, based on annual budget funding, a true and accurate copy of said Contract and the scope of work attached hereto as Exhibit "A" and both incorporated herein by reference, be and the same are hereby approved, and the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

BILL NO. xx-xx

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

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

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

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

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



LEE'S SUMMIT MISSOURI

NOTICE OF RECOMMENDATION FOR AWARD

September 21, 2019

Wiedenmann, Inc.
Attn: Jerry Wiedenmann
950 N. Scott
Belton, MO 64012

RE: Notification of Award for Repair Services for Water, Wastewater, and Stormwater System Infrastructure
RFP #2019-003

Dear Mr. Wiedemann:

You are hereby notified that your proposal for Repair Services for Water, Wastewater, and Stormwater System Infrastructure Services as a Yearly Agreement has been recommended for award.

Your organization shall execute and return the following agreement documents within seven days after receipt of this Notice of Recommendation for Award. That is by (date-7 days after date of this letter) you are required to provide:

- ◆ Signed Notice of Recommendation for Award
- ◆ Certificate of Insurance (naming the City as Additional Insured under General Liability only).

Your organization is required to comply with these conditions within the time specified. If requirements are not met, the City may consider your proposal abandoned, annul this Notice of Recommendation for Award and declare your agreement forfeited.

Upon receipt of the documents mentioned above, the City will complete the agreement process and mail a complete executed set of agreement documents to your organization.

ISSUED BY THE CITY:

Authorized Signature

Title

Date

RECEIVED ON 9-21-18
Wiedenmann, Inc.
Type or Print Name Legibly
Susan Wiedenmann
Authorized Signature
President
Title

This AGREEMENT made and entered into this ___ day of _____ 2018, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and Wiedenmann, Inc, a company in the State of Missouri, hereinafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

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

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2019-003 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in PART II. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Agreement shall be for a one (1) year period from January 1, 2019 through December 31, 2019. The City may at its option renew the Agreement up to four (4) additional one-year terms by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP# 2019-003; section 14.0; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated agreement term.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Procurement Officer of Record

Stephen A. Arbo, City Manager

Date

Wiedenmann, Inc.

Company Name

Susan Wiedenmann

Company Authorized Signature

President 9-24-18

Title Date

Susan Wiedenmann

Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

Composite Proposal Score Sheet

	30 Point Questions	20 Point Questions	10 Point Questions				FIRM	FIRM	FIRM	FIRM
				Pts	# Mmbrs	Max Pts	Hettinger	Leath & Sons	Pyramid	Wiedenmann
Outstanding	25 - 30	17 - 20	9 - 10							
Exceeds Acceptable	19 - 24	13 - 16	7 - 8							
Acceptable	13 - 18	9 - 12	5 - 6							
Marginal	0 - 12	0 - 8	0 - 4							
1. Evidence of Experience & References with Similar Projects (FORM 1, 2, 3, 5) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> Familiarity and experience with similar projects Consider any sub-consultants to be used and their experience (if applicable) Standard Quality Assurance/Quality Control program or procedures the firm has in place Adequacy of proposed team/resources to complete project within proposed time frame 				30	3	90	70	81	83	90
2. Expertise of Firm/Provider Personnel (FORM 3, 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: <ul style="list-style-type: none"> Project Manager Project team Sub-consultants (if applicable) 				30	3	90	74	80	81	86
3. Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP <ul style="list-style-type: none"> Standard Quality Assurance/Quality Control program or procedures the firm has in place Adequacy of proposed team/resources to complete project within proposed time frame 				10	3	30	26	28	28	28
4. Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. <ul style="list-style-type: none"> Project schedule and detailed approach is reasonable/responsive to City's needs Roles of all involved parties clearly identified Familiarity with project location as evidenced by proposal (if applicable) Identify/recognize critical or unique issues specific to the project Adequacy of proposed communications process Unique approaches that have been successful elsewhere. Ability to meet City's defined requirements from Appendix A 				20	3	60	44	48	46	55
5. Cost (FORM 6) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP				10	3	30	27	30	30	27
				100		300	241	267	268	286

Packet Information

File #: 2018-2370, **Version:** 1

Discussion - Transit

Issue/Request:

Discuss current transit and potential transit service improvements.

Key Issues:

- Existing transit services and ridership (annual review)
- Fixed Route from Independence, MO (Independence Transit Center)
- Fixed Route from Kansas City, MO (3-Trails Transit Center)
- Potential Service Operations
- Adding fixed route service will increase the City's annual cost by at least \$210,000 per year
- Cost sharing among local shares and Federal Transit Administration (FTA) funding
- Service Agreements

Background:

Lee's Summit offers two transit services. Lee's Summit has a commuter express transit service (RideKC - Lee's Summit Express) that operates daily, Monday thru Friday, from a park and ride lot located near the intersection of Chipman Road and US 50 Highway and another demand response transit service (RideKC - Lee's Summit) that also operates Monday thru Friday within the City limits of Lee's Summit.

The commuter express transit service operates between Lee's Summit and downtown Kansas City, MO with four bus trips in the morning and four bus trips in the evening. This service principally provides work-related commute trips during the week. There has not been any service change in several years and ridership has remained steady and balanced with available vehicle and parking capacities. The fare for this service has also been unchanged in several years; a trip costs \$3.00 (with options for reduced fare considering monthly passes and other situations). The fare structure is consistent with recommendations by KCATA. Staff has not received any complaints with regard to this service in 2018. Staff has received requests for additional transit options between communities and within the City to serve more work-based commuter trips.

The demand transit service operates within the City Limits and includes service to Truman Medical Center - Lakewood. This service requires advance reservation and principally provides non-work based trips during the week (e.g. medical appointments, shopping, errand, MCC-Longview classes, etc.). Hours of operation range from 7:00 a.m. to 5:30 p.m. Ridership is not restricted based on age or ability. The demand transit service fare structure is currently \$1.50 per trip and generally matches the fare structure of RideKC throughout the metro area. KCATA does not intend to adjust the regional fare structure in 2019.

A Transit Study for Lee's Summit was completed most recently in 2015/16 that resulted in significant changes to the demand response transit service implemented in the Spring of 2017 within Lee's Summit (e.g. RideKC Lee's Summit, operated by OATS). Since these demand response transit service changes were implemented in

the Spring of 2017 (April 1), there has been an approximate 30% increase in ridership on RideKC Lee's Summit (compared to the former combined services of OATS and KCATA MetroFlex) and the cost of service has been maintained at or near the projected expense for previous services combined. Along with the increase in ridership, there has been an increase in denied services due to capacity limits. Staff has not received numerous complaints regarding the denied services. Staff has received a few requests for service changes that include service beyond the City Limits and weekend operations. These type of changes to service would have a significant cost impact to expand the transit fleet and operator availability.

In addition to those transit service recommendations in the study which were implemented to create RideKC Lee's Summit, fixed route services other than the existing Lee's Summit Express (a park and ride commuter service to downtown Kansas City) were considered. Similarly, the KCATA and Mid-America Regional Council continue to develop regional transit strategies/plans. Among those plans, the Eastern Jackson County Transit Plan and MARC Smart Moves 3.0 recommend new or extended fixed route(s) into Lee's Summit.

A new route is proposed between the 3-Trails Transit Center (located at Bannister and Blue Ridge/Cerner in Kansas City, MO) and downtown Lee's Summit, with a stop at MCC-Longview. A route extension (with revised service schedule) is proposed between the Independence Transit Center (located at Truman and Noland, downtown Independence, MO) and downtown Lee's Summit, with stops at TMC-Lakewood and St. Luke's East hospitals. The existing route from Independence follows Lee's Summit Road with service to TMC-Lakewood on a limited schedule. Both routes would likely operate Monday thru Friday from 6 a.m. to 6 p.m. on an hourly schedule.

The current budget for existing transit services is described below:

RideKC Lee's Summit (Demand Response Transit) - Est. \$213,000

RideKC Lee's Summit Express (Commuter Transit to Downtown KCMO) - Est. \$104,000

Total Estimated FY19 "Existing" Transit Service Cost - Est. \$317,000 Funded from Local Transportation Sales Tax. This amount of local funds provides the match for use of allocated federal transit funds. The local share is approximately 40%-45% of the total cost of service.

The cost of service for the two aforementioned potential fixed routes and operation is conceptually:

Independence Transit Center Connection - \$325,000: Negotiate split/shared cost with Kansas City, MO (\$162,500). Apply Lee's Summit's FTA Funding (Section 5307 operating funds at 50% match) to Lee's Summit's share of service cost with a local cost of approximately \$81,250.

3-Trails Transit Center Connection - \$525,000: Negotiate split/shared cost with Kansas City, MO (\$262,500). After Lee's Summit's FTA Funding is applied to Lee's Summit's share of service cost, the local cost is approximately \$131,250.

The total conceptual cost to Lee's Summit's local share of both transit services is \$212,500. This amount would be in addition to the existing cost of transit (as it too may be adjusted for 2019). The Lee's Summit Federal Transit Administration (FTA) Funding (Section 5307) has unallocated capacity to support all of the costs noted above. However, there is no identified source of local funds for this additional expense. The City's existing transit services have been funded annually from the Transportation Sales Tax after FTA funding is

applied. The Transportation Sales Tax, which is also the source of funding for pavement, curb, markings and bridge maintenance, does not have adequate capacity to absorb the additional costs without redistribution of program allocations and priorities.

Impact/Analysis:

City Council response and direction to staff regarding the following questions could have significant impact to transit and associated budget in Lee's Summit:

Is the City Council interested in any transit service changes for 2019 (e.g. new routes, additional hours/days of operation, expanded boundary of operation, fare increase/decrease, fleet modifications)?

If transit changes are proposed by City Council that increase cost of service, what source of funds should be considered?

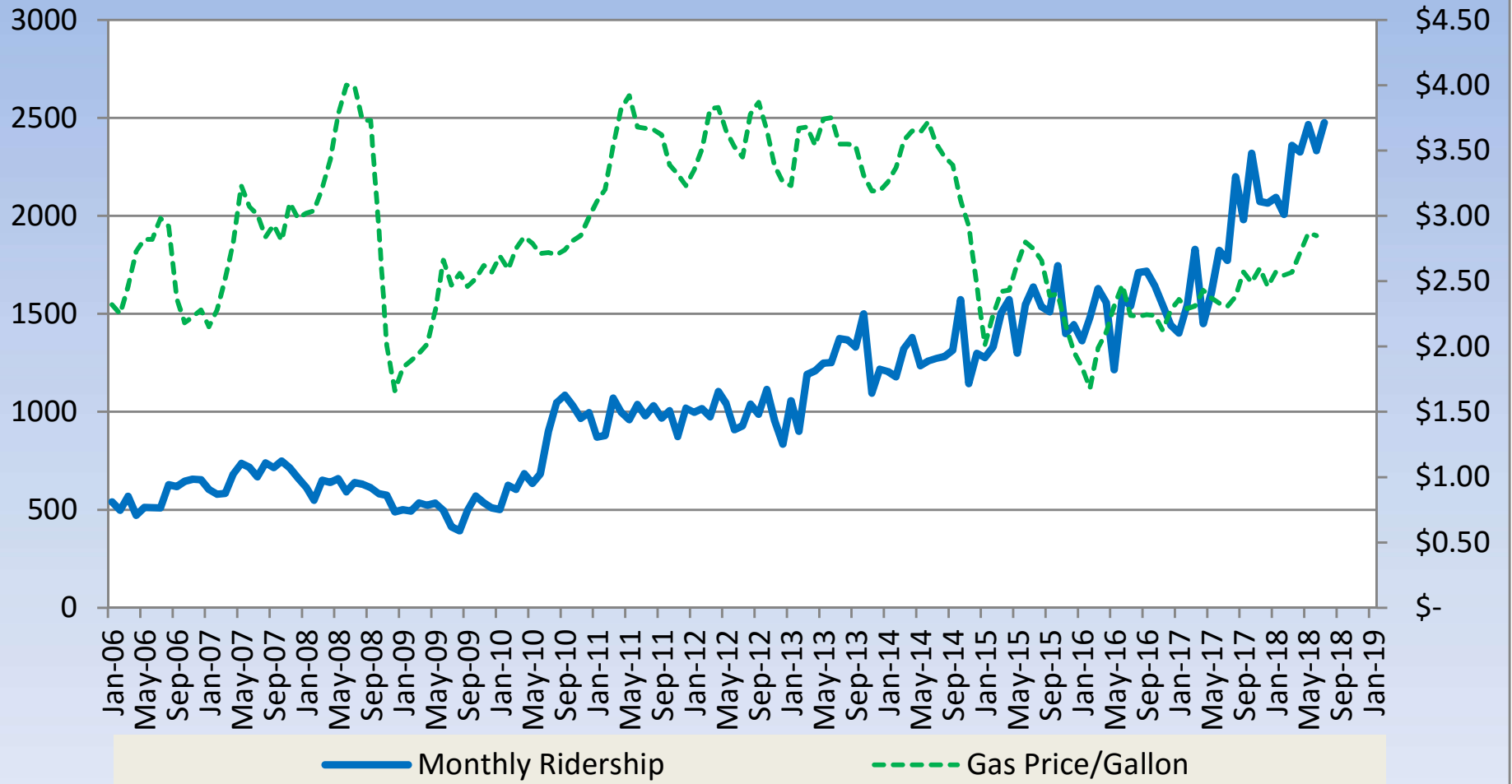
Other Information/Unique Characteristics:

Transit contracts will be presented to City Council for consideration in the coming months for renewal of existing services and potential service improvements based on the City Council direction.

Michael Park, PE, PTOE, City Traffic Engineer

Recommendation: [Enter Recommendation Here]

DEMAND RESPONSE TRANSIT



Packet Information

File #: 2018-2387, **Version:** 1

Discussion and Update on Solid Waste Services

Issue/Request:

The Public Works Committee requested an update on solid waste services.

Key Issues:

Proposed Committee Motion:

Background:

Impact/Analysis:

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

Chris Bussen, Solid Waste Superintendent

Yours Truly

Solid Waste Update

Public Works Committee

October 23, 2018

Landfill Closing

- Lee's Summit Landfill permitted by MDNR
- Permit based upon airspace volume
- 1994 promise to citizens that landfill would be in operation until at least 2014
- Under City operation, expected closure was between late 2017 and mid 2018
- Vertical expansion in 2016 adds 2.9 years
- Expected closure date is now November/December 2018

Landfill Closing

- Current landfill operational contract will be over after Phase I (i.e. when landfill is full)
- Negotiations for a transfer station have ceased with SWS
- Unknown at this time if yard waste services will continue

Where do we go from here?

- City Council has indicated it wants to continue to have solid waste disposal services in Lee's Summit
- Many Activities Underway
 - RFP for continued PDA operation
 - RFP for Transfer Station
 - Bid for landfill closure
 - Determine other services to be offered

Utilize the Public Disposal Area

- MDNR will likely allow temporary use of PDA if permanent disposal solution being actively pursued (need specific approval)
- Permanent disposal solution would be either a transfer station or landfill
- PDA RFP has been drafted
- Currently under staff review

Utilize the Public Disposal Area

- Schedule
 - Issue RFP November 2018
 - Review responses late January 2019
 - Evaluate and finalize February 2019
 - City Council approval March 2019
 - Anticipated start late Spring 2019

Closure (capping) of Landfill

- Required of all landfills
- Paid out of closure fund
- Regulations require closure (cap) during the first construction season after the landfill is full
- Contract with SCS for bid documents

Closure (capping) Schedule

- Bid issued January 2019
- Bid opening March 2019
- Public Works Committee review March 2019
- City Council review and approval April 2019
- Closure starts May 2019

Transfer Station RFP

- Staff to draft RFP
- Review
 - Engineering consultant
 - City Legal Department
 - Expert assistance
 - Public Works Committee review
 - City Council review RFP prior to release
 - Issue RFP, receive responses, evaluate and award

Other Services

- Yard Waste/Brush Services
- Household Hazardous Waste Services
- Recycling Services
 - PDA (requires the City pursue a permanent facility)
 - Drop-off center status

Solid Waste Update

Questions?