



## The City of Lee's Summit

### Final Agenda

#### Public Works Committee

Tuesday, August 21, 2018

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order
- D. Roll Call
1. Approval of Agenda
2. Approval of Action Letter
  - A. [2018-2213](#) Approval of the July 17, 2018 Action Letter
3. Public Comments
4. **Business**
  - A. [TMP-0961](#) An ordinance amending chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix B; Schedule of Stopping, Standing and Parking restrictions, for certain streets and segments of streets located in the City of Lee's Summit.  
  
*Presenter:* Scott Ward, Senior Staff Engineer
  - B. [TMP-0978](#) 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  
  
*Presenter:* Scott Ward, Senior Staff Engineer
  - C. [TMP-0973](#) 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.  
  
*Presenter:* Mark Green, PE, PTOE, Staff Engineer
  - D. [TMP-0975](#) 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  
  
*Presenter:* Erin Ralovo, Staff Engineer

- E. [TMP-0974](#) 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.

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

- F. [TMP-0977](#) 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 a Basic Services and Optional Services amended not to exceed amount of \$255,668.00.

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

- G. [TMP-0979](#) 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.

**Presenter:** Mark Green, PE, PTOE, Staff Engineer

5. Roundtable  
6. Adjournment

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## Packet Information

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**File #:** 2018-2213, **Version:** 1

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Approval of the July 17, 2018 Action Letter

Issue/Request:

Approval of the July 17, 2018 Action Letter.

Key Issues:

Proposed Committee Motion:

I move for approval of the Action Letter dated July 17, 2018.

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

Tuesday, July 17, 2018

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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Invocation

Pledge of Allegiance

Call to Order

The July 17, 2018 Public Works Committee meeting was called to order by Chairman Faith, at 5:35 p.m. at City Hall, 220 SE Green St., in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

Roll Call

**Present:** 3 - Councilmember Rob Binney  
Chairperson Craig Faith  
Councilmember Diane Forte

**Absent:** 1 - Vice Chair Fred DeMoro

Approval of Agenda

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

Approval of Action Letter

1. [2018-2163](#) Approval of the June 19, 2018 Action Letter

**A motion was made by Councilmember Forte, seconded by Councilmember Binney, to approve the Public Works Committee Action Letter dated June 19, 2018. The motion carried by a unanimous 3-0 vote.**

Public Comments

None

**Business**

Public Works Committee

Action Letter - Final

July 17, 2018

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2. [BILL NO. 18-110](#) An ordinance authorizing the execution of an agreement by and between the City of Lee's Summit and the Pinetree Village Homeowners Association which serves as the controlling association of properties within the Pinetree Village Subdivision for funding of the Pinetree Stormwater Improvement Project. (PWC 7-17-18)

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

**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 3-0 vote.**

3. [BILL NO. 18-111](#) An ordinance approving the award of Bid No. 324-18/19 (crack seal) for the Crack Seal 18/19 Program to Scodeller Construction, Inc. in the amount of \$131,950.00. (PWC 7-17-18)

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

**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 3-0 vote.**

4. [BILL NO. 18-112](#) An ordinance approving the award of Bid No. 324-18/19 (curb) for the Curb Repair 18/19 program to Phoenix Concrete & Underground, L.L.C. in the amount of \$1,529,802.48. (PWC 7-17-18)

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

**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 3-0 vote.**

5. [BILL NO. 18-113](#) An ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and HDR Engineering Inc., in an amount not to exceed \$151,330 for engineering services related to sanitary sewer modeling, hydraulic capacity and design services (RFQ NO. 2018-064). (PWC 7-17-18)

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

**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 3-0 vote.**

## Roundtable

Councilmember Binney inquired about the Jefferson Street Project and when it is going out to bid. Public Works Director Dena Mezger stated that advertising will happen Thursday and bids will be back in approximately three weeks for fall construction. He also discussed the transfer station. He stated Bob Hartnett, Deputy Director of Public Works, had mentioned that the initial plans are at 30%, and that the design would go back to zero and have to start over. Mr. Hartnett stated that the concept of moving it was between Summit Waste Systems and the engineering firm. The site plan and building is changing with different features. It may not be going back to zero but much shorter than 30% plans. The agreement was for a 500 tons per day transfer station.

Chairman Faith received concerns regarding the Murray Road crosswalks from John Knox Village. Employees who park across the street use these crosswalks and drivers become frustrated and angry towards people crossing. He asked if a change of signage could make a difference. Ms. Mezger stated the city is cautious about making changes because it creates liability when signage isn't consistent. Faith commented that crosswalks give a false sense of safety. If signs increase the safety levels, then they would like to see that on other locations as well. Ms. Mezger stated it might change behavior for a few weeks, but if they're ignoring a clearly marked crosswalk now and more signage is added, they will start ignoring that also. They are marked exactly like they're supposed to be marked, in accordance with the MUTCD. Just putting up signs does not change driver behavior. In theory, when receiving a driver's license, drivers are trained what to do at crosswalks but they choose to ignore it because of inconvenience. Businesses are not allowed to put up private signage in the right of way. There are two midblock crosswalks and they are a hazard because people don't really look for them being there. One was put in by John Knox Village; the street was overlaid it and it reappeared. Councilmember Forte mentioned she travels Murray frequently and she didn't think the crosswalk is in a very good place. Ms. Mezger said just putting up signs won't make much of a difference.

Chairman Faith brought up Fire Station 3, and Ms. Mezger stated it will be advertised Thursday for bid. He also mentioned MoDOT vs. City maintenance areas and at what point to draw the line. He also asked about response time from MoDOT. Ms. Mezger stated we keep a tight line that if it's MoDOT right of way, the City doesn't work in it due to liability. The City doesn't assign crews on a regular basis for litter control. Where you start and stop becomes a problem. Chairman Faith asked if MoDOT was pretty receptive to our requests, our calls, etc. Ms. Mezger said that it depends on what it is. With litter they don't take care of it. They mow three times a year. With their downsizing a few years ago they are very structured and it's a matter of resources for them. In the future hopefully they can free up resources for those kinds of things.

**Public Works Committee**

**Action Letter - Final**

**July 17, 2018**

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They have been pretty reasonable about pavement repair such as Oldham by the entrance to Summit Shopping Center. But a lot of ROW maintenance and trash they just do not have the resources.

Chairman Faith also mentioned he has been asked about walls along highways like the ones in Overland Park. Ms. Mezger said it's a federal requirement based on noise attenuation. You have to go through a whole noise study and some walls down 150 are a result of that. They can't just arbitrarily be put in. Areas have to meet the criteria for the noise studies, and only around residential properties.

Chairman Faith saw a water crew at McClendon and First streets. With all of the water and mud in the roadway they did a very strategic job of cleaning that up and making sure that the residents lawns were not affected. They were doing a meticulous job to make sure it was cleaned up. He has been quite impressed with the Water Department over the last month.

Ms. Mezger announced that August 26-30 the American Public Works Association's National Convention will be in Kansas City at Bartle Hall. Elected officials can receive free passes to go through the exhibit floor. Exhibits are open the Sunday, Monday, and Tuesday of the conference.

#### Adjournment

The July 17, 2018 Public Works Committee meeting was adjourned by Chairman Faith at 6:20 p.m. at City Hall, 220 SE Green Street, at 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](http://lsmo.legistar.com)"

## Packet Information

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**File #:** TMP-0961, **Version:** 1

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

Issue/Request:

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

Key Issues:

This request is in compliance with Section 29-382 of the Code of Ordinances to enact the proposed parking restrictions listed herein.

- A) These parking restrictions have been found to be appropriate on the basis of engineering and traffic investigations.
- B) The City Traffic Engineer believes it is appropriate to amend Appendix B and include these restrictions.

The proposed No Parking zone is as follows:

1. NW Donovan Road, both sides, from NW Chipman Road to NW Ward Road.

The proposed ordinance also adds various existing parking restrictions enacted under authority granted to the City Traffic Engineer during 2018 to Chapter 29, Schedule B, for purpose of clarity, record keeping/management, and ease of public reference. Those locations are located in the Eagle Creek Townhomes and are as follows:

1. SW Burningwood Lane, east side, from SW Eagle View Drive to SW Timbertrace Lane.
2. SW Timbertrace Lane, north side, from SW Burningwood Lane to SW Rambling Vine Road.
3. SW Rambling Vine Road, west side, from SW Timbertrace Lane to SW Eagle View Drive.

Proposed Committee Motion:

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

Background:

The locations where parking restrictions are requested were brought to the attention of Public Works by various residents, businesses or other members of the community, and staff evaluated each location to



determine the best action. Section 29-382 established the schedule of stopping, standing and parking restrictions, Appendix B. All streets that have a stopping, standing, or parking restriction established by ordinance shall be listed in the Schedule of Stopping, Standing and Parking Restrictions, as amended, adopted as Appendix B hereto and on file with the City Clerk.

1. NW Donovan Road, both sides, from NW Chipman Road to NW Ward Road.
  - a. Initiated by the Police Department and Fire Department to address concerns of safety and access for emergency services that may be frequently impeded by the prevalence of parking on NW Donovan Road, between Chipman Road and Ward Road.
  - b. NW Donovan Road is collector and will carry a relatively high volume of traffic.
  - c. Public Works verified the parking issues and concurred with the safety concerns on this collector street.
  - d. Public Works attempted to resolve the situation by engaging with the adjacent land users. Though the land users sought to discourage the parking on Donovan Road, they have no enforcement ability.
  - c. Signing both sides was determined to be the most effective measure.
2. Three (3) streets within the Eagle Creek Townhomes. ONLY one side of each street is signed no parking.
  - a. Initiated by the R7 transportation office. Parked vehicles on both sides of the street impede bus transportation and create safety concerns. R7 was considering routes that would bypass these streets, requiring the students living on these streets to walk to alternate locations.
  - b. Public Works verified the consistent and high density of parked vehicles on both sides of the street.
  - c. In addition to comments by R7, Public Works considered the negative impact to emergency response vehicles.
  - c. The no parking zone creates an outer loop of no parking within the townhomes. Two streets within the subdivision are not part of the no parking zone but will be monitored.
  - d. The parking control officer has received positive feedback from the impacted residents.

The Public Safety Advisory Board did not meet in June or July so this item was not presented for their concurrence.

Impact/Analysis:

None.

Timeline:

Start: NA

Finish: NA

Other Information/Unique Characteristics:

None.

Scott Ward, Senior Staff Engineer

Recommendation: Staff recommends approval of an ordinance amending chapter 29; Traffic and Motor

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**File #:** TMP-0961, **Version:** 1

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Vehicles, of the Code of Ordinances for the City of Lee's Summit, Missouri, by revising Appendix B; Schedule of Stopping, Standing and Parking restrictions, for certain streets and segments of streets located in the City of Lee's Summit.

Committee Recommendation: [Enter Committee Recommendation text Here]

## **BILL NO. 18-XX**

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

WHEREAS, Sec. 29-382. Schedule of stopping, standing and parking restrictions, established by ordinance, of Chapter 29, Traffic and Motor Vehicles, in the Code of Ordinances for the City of Lee's Summit, provides for the adoption of Appendix B. City's Schedule of Stopping, Standing and Parking Restrictions, which recites the stopping, standing and parking restrictions for various streets and segments of streets located in the city; and,

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

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

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

- NW Donovan Road, both sides, from NW Chipman Road to NW Ward Road
- SW Burningwood Lane, east side, from SW Eagle View Drive to SW Timbertrace Lane
- SW Timbertrace Lane, north side, from SW Burningwood Lane to SW Rambling Vine Road
- SW Rambling Vine Road, west side, from SW Timbertrace Lane to SW Eagle View Drive

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. That should any section, sentence or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

SECTION 4. That it is the intention of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become and be made a part of the Code of Ordinances for the City of Lee's Summit, Missouri.

SECTION 5. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

**BILL NO. 18-XX**

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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*

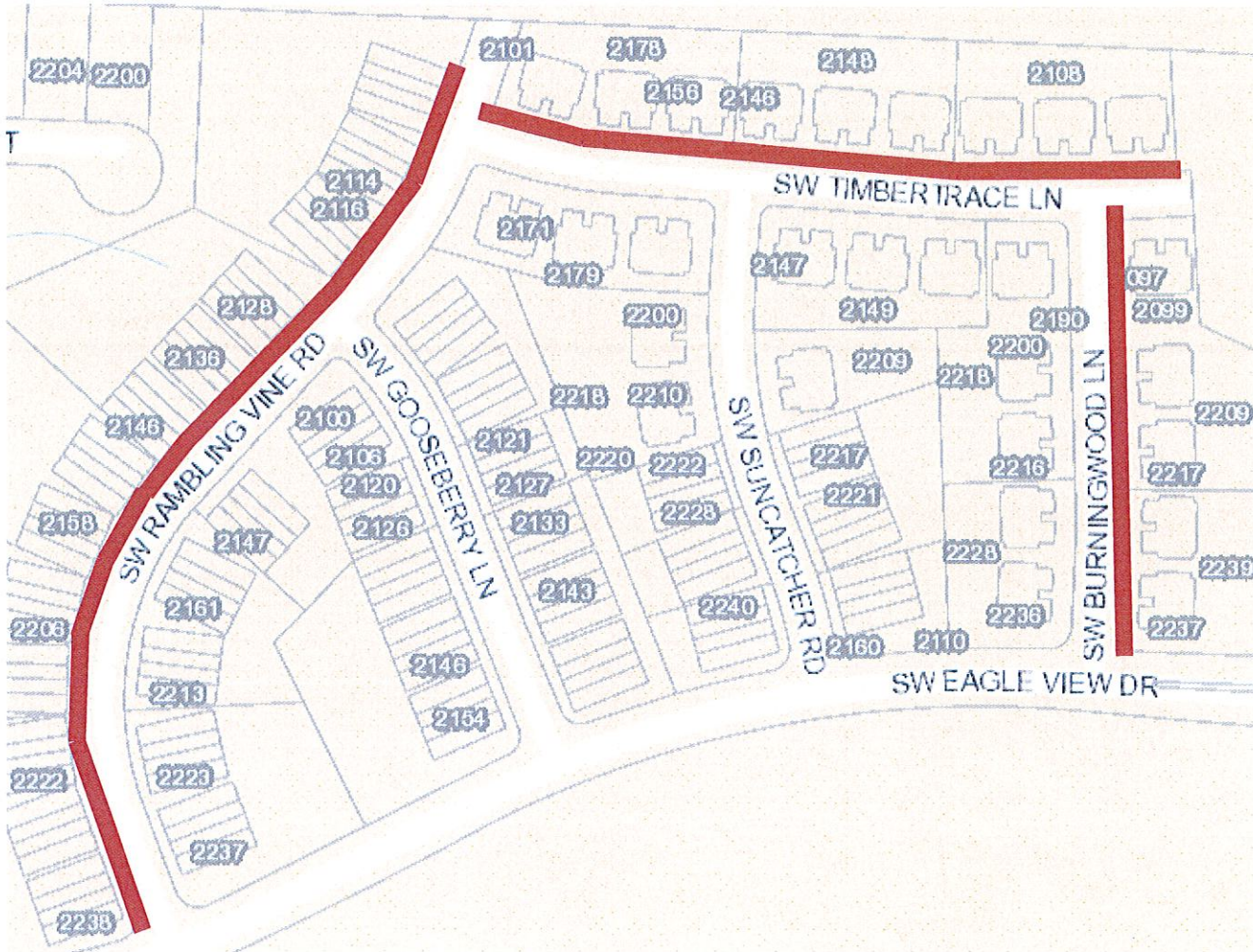
ATTEST:

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

APPROVED AS TO FORM:

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

MAP NO PARKING ZONES EAGLE CREEK TOWNHOMES





MAP No PARKING ZONES NW DONOVAN RD



## Packet Information

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**File #:** TMP-0978, **Version:** 1

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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

Issue/Request:

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

Key Issues:

- 1) This project was authorized by Council in June 2017 as part of the FY 2018 - FY 2022 Capital Improvement Plan (CIP) and will be funded from the CIP Sales Tax for road projects.
- 2) The existing culvert consists of two large-diameter corrugated metal pipes (CMP) crossing under NE Langsford Road.
- 3) Overall the pipes are in fair condition, though the bottom of the pipes have various stages of deterioration.
- 4) This project will install a concrete flow line to cover the bottom portion of each pipe. Additional minor repairs will be performed at various locations.
- 5) Traffic will not be impacted by this project. All work will be performed inside the pipes or at each end.
- 6) LEXECO, Inc., was the low bidder and is qualified to do the work.

Proposed City Council Committee Motion: I move to recommend to the City Council approval of an ordinance authorizing the 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.

Background:

These culverts are inspected every two years by MODOT (Missouri Department of Transportation) and City staff. A recent inspection noted deficiencies in the bottom of the pipes. In a proactive approach, City staff included the Langsford Road culverts into an engineering study that evaluated several culvert / bridge structures.

The study revealed rust along the bottom of the pipes and in some cases a complete deterioration of the pipe bottom. At the time of the study the pipes were not structurally compromised.

The study recommended three possible courses of action for the Langsford Road culverts. One option was a complete replacement of the corrugated metal pipes with a reinforced concrete box, and the other two options were different methods of repair. Staff reviewed costs of the three options, the traffic impact of a complete replacement and the expected increase of service life from the repairs. The new reinforced concrete box had the highest cost and longest life expectancy. The two repair methods were budgetary opposites with a difference of nearly a million dollars. The more expensive repair method cost nearly as much as the

complete replacement option, but it did not have an equivalent service life. The less expensive repair method has an expected service life extension of 10 years, and it may last longer depending on a variety of factors. Within the extended service life, staff can review the full replacement option and research lining technologies that may come down in cost.

Impact/Analysis:

- 1) Project is well within the overall project funding of \$1.1M. The larger budget was based on initial programming estimates to cover the cost of full replacement, if warranted. More detailed engineering studies and evaluations concluded that the concrete lining proposed in this contract would be more than sufficient to extend the culvert life 15 to 30 years for a fraction of the cost.
- 2) The low bid is 10% above the engineer's estimate
- 3) The submitted bids show several relatively close price groupings, but a wide spread between the highest and lowest bids.
- 4) The design engineer reviewed the bids, and City staff is in agreement with the design engineer's conclusions. The design engineer believes:
  - a) This type of work is difficult to estimate. While there are defined quantities, the improvements are constructed within the pipes. Each pipe is 520 feet long and is treated as a confined space, which requires special training.
  - b) The time of year may have played a role in the higher than expected costs.
  - c) The area is developed, and the contractor's staging area is limited, unless the contractor strikes a deal with an adjacent property owner.

Timeline:

Start: Sept 2018

Finish: Dec 2018

Other Information/Unique Characteristics:

Project number 322420-C was advertised on the City's website and on QuestCDN (a nationwide, online, construction bidding system). Ten contractors downloaded the project plans and four contractors bid on the project. LEXECO has worked for the City of Lee's Summit on other capital projects and has performed well. LEXECO recently completed an identical type of project for KDOT (Kansas Department of Transportation), and the KDOT engineer was complimentary of LEXECO's performance.

Because the pipes are classified as a confined space, City staff will not perform the inspection. Bartlett & West has trained, confined space personnel and will provide inspection services.

Scott Ward, Senior Staff Engineer

Recommendation: Staff recommends approval 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

Committee Recommendation: [enter Committee Recommendation text here]



**BILL NO. 18-xx**

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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

WHEREAS, the project involves the repair of approximately 1,000 feet of corrugated metal pipe; and,

WHEREAS, the City desires to extend the life of the existing corrugated metal pipe with the project; and,

WHEREAS, this project is included in the Thoroughfare Master Plan, approved in the Capital Improvement Plan (CIP), and funded by the CIP Sales Tax; and,

WHEREAS, the City issued Bid No. 322420-C for construction services of the NE Langsford Road Culvert; and,

WHEREAS, the City and LEXECO, Inc., desire to enter into an agreement in the amount of \$269,372.05 for the repair of the NE Langsford Road Culvert at SE Ridgeview Drive (Bid No. 322420-C); and,

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

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

SECTION 1. That an agreement for professional engineering and construction services by and between the City of Lee's Summit, Missouri and LEXECO, Inc., generally for the purpose of the repair of the NE Langsford Road Culvert at SE Ridgeview Drive, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

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

ATTEST:

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

**BILL NO. 18-xx**

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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:

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

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



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

THIS AGREEMENT is by and between \_\_\_\_\_ City of Lee's Summit Missouri \_\_\_\_\_ ("Owner") and  
Leavenworth Excavating & Equipment Co., Inc. (LEXECO) ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Langsford Road Culvert Repair project includes, but is not necessarily limited to:

*Cleaning and removal of the existing damaged portion of two (2) corrugated metal pipe arch culverts and construction of a 4" thick reinforced concrete swale with curbs along the bottom of the pipes. Construction of head and toe walls on the ups tream portion of the pipes and a toe wall on the downstream portion of the pipe are also included. Minor grading operations, erosion control measures, demolition, and riprap placement are also included in the project requirements.*

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Removal of damaged areas of existing corrugated metal pipe arch culverts and construction of a new 4" thick reinforced concrete swale with curbs along the bottom of the culverts on NE Langsford Road at SE Ridgeview Drive, channel grading and treatment and restoration of affected improvements including, but not limited to sidewalk, curb and gutter, asphalt pavement, landscaping, and utility services.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Bartlett & West, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

### 4.01 *Time of the Essence*

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

### 4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 60 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 74 calendar days after the date when the Contract Times commence to run. Refer to Paragraph 1.01 of the General Conditions for the definition of a Working Day.

### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,100.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,100.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

## ARTICLE 5 – CONTRACT PRICE

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

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

UNIT PRICE BID					
Item No.	Description	Unit	Est'd Qty	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$72,995.00	\$72,995.00
2	Grouted Bottom (MODOT)	SF	8463	\$14.25	\$120,597.75
3	Full Depth Repair (MODOT)	SF	968	\$38.25	\$37,026.00
4	Toe Walls (MODOT)	EA	3	\$4,185.00	\$12,555.00
5	West Culvert Repair & Toe Wall- Upstream, South End (MODOT)	LS	1	\$10,100.00	\$10,100.00
6	Type II Riprap- 2.5' Depth (MODOT)	SY	279	\$57.70	\$16,098.30
<b>Total of All Bid Prices</b>					<b>\$269,372.05</b>

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

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

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

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

### 6.02 Progress Payments; Retainage

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

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

a. 95 percent of Work completed (with the balance being retainage); ~~and, if the Work has been 50 percent completed as determined by Engineer, and if the character and progress~~

~~of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

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

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

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

## ARTICLE 7 – INTEREST

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

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions,



if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

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

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 10, inclusive).
  - 2. Performance bond (pages 11 to 13, inclusive).
  - 3. Payment bond (pages 14 to 16, inclusive).
  - 4. Other bonds (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - a. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - b. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - c. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).

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

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.
  
- B. The Contractor hereby agrees to comply with the provisions of Section 290.550, et seq., of the Revised Statutes of Missouri (hereinafter the "Excessive Unemployment Law" and incorporated herein by reference), when there is "a period of excessive unemployment" (as that term is defined under the Excessive Unemployment Law). This requirement includes, without limitation, the obligation to use only "Missouri laborers" and "laborers from nonrestrictive states" (as those terms are defined under the "Excessive Unemployment Law") in constructing or building any public works project or improvement, except as may otherwise be allowed under the "Excessive Unemployment Law."

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

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

OWNER:

CONTRACTOR

City of Lee's Summit, Missouri

\_\_\_\_\_

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

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

Title: City Manager

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

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

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

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

Title: Deputy City Attorney

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

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

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

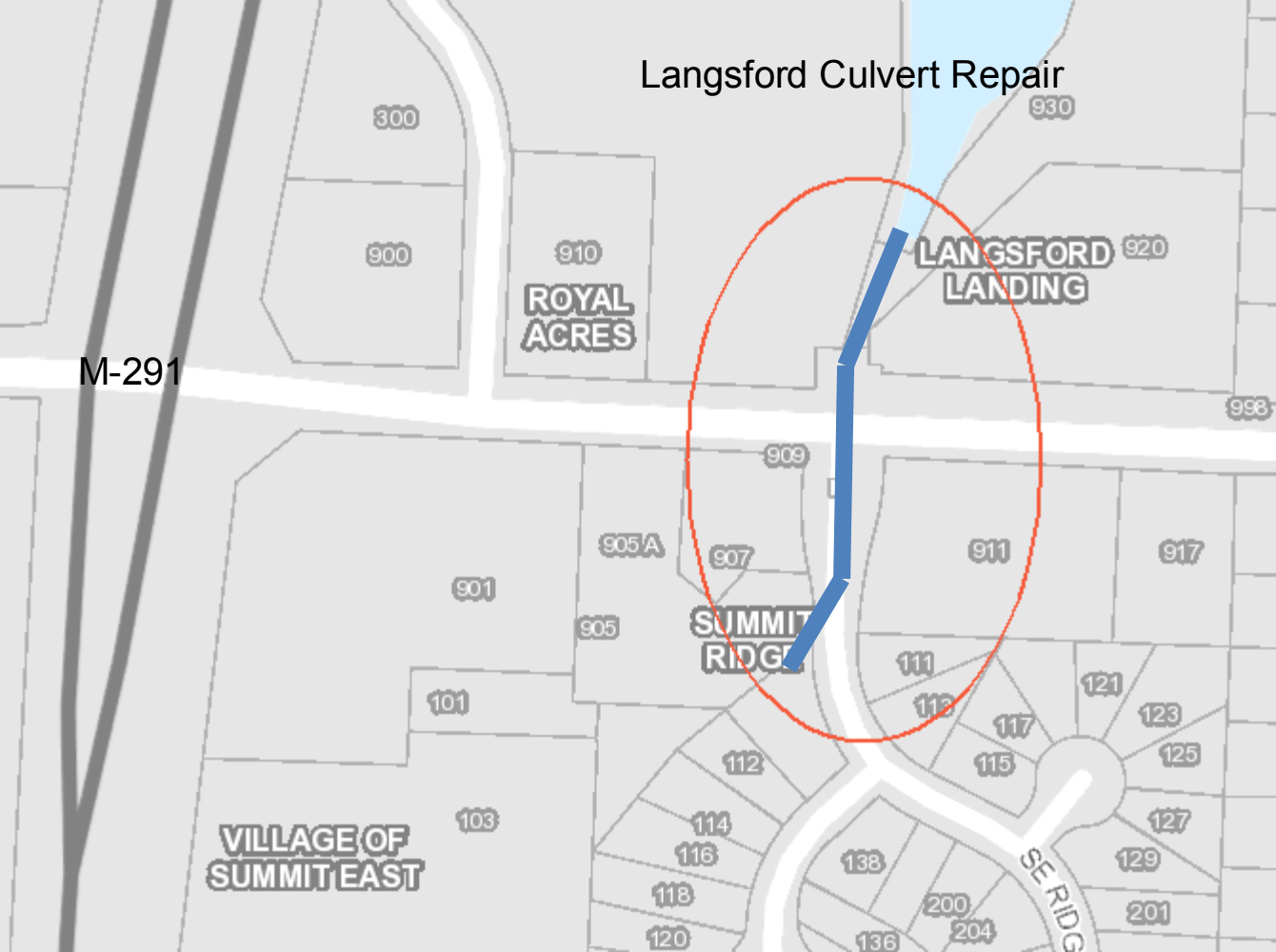
License No.: \_\_\_\_\_

(Where applicable)

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

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

# Langsford Culvert Repair



M-291

910  
**ROYAL  
ACRES**

920  
**LANGSFORD  
LANDING**

**SUMMIT  
RIDGE**

**VILLAGE OF  
SUMMIT EAST**

SE RIDG

Langsford Road Culvert Repair (#5863031)  
 Owner: City of Lee's Summit, MO  
 Solicitor: City of Lee's Summit, MO  
 08/03/2018 02:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	LEXECO, Inc.		Wiedenmann Inc		Pyramid Excavation		MidWest Heavy Construction		Engineer's Estimate	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A - STREET & UTILITY RECONSTRUCTION							\$269,372.05		\$348,707.00		\$484,735.65		\$970,165.00		
	1		1 MOBILIZATION	LS	1	\$72,995.00	\$72,995.00	\$65,000.00	\$65,000.00	\$140,000.00	\$140,000.00	\$250,000.00	\$250,000.00	\$50,000.00	\$50,000.00
	2		2 GROUTED BOTTOM SF		8463	\$14.25	\$120,597.75	\$19.00	\$160,797.00	\$23.00	\$194,649.00	\$65.00	\$550,095.00	\$11.50	\$97,324.50
	3		3 FULL DEPTH REPAIR SF		968	\$38.25	\$37,026.00	\$45.00	\$43,560.00	\$60.00	\$58,080.00	\$95.00	\$91,960.00	\$27.50	\$26,620.00
	4		4 TOE WALLS MODOT EA		3	\$4,185.00	\$12,555.00	\$8,500.00	\$25,500.00	\$13,656.34	\$40,969.02	\$7,150.00	\$21,450.00	\$3,000.00	\$9,000.00
	5		5 WEST CULVERT REP, LS		1	\$10,100.00	\$10,100.00	\$12,000.00	\$12,000.00	\$32,902.63	\$32,902.63	\$17,600.00	\$17,600.00	\$7,500.00	\$7,500.00
	6		6 TYPE II RIP RAP 2.5' ISY		279	\$57.70	\$16,098.30	\$150.00	\$41,850.00	\$65.00	\$18,135.00	\$140.00	\$39,060.00	\$50.00	\$13,950.00
Base Bid Total:							\$269,372.05		\$348,707.00		\$484,735.65		\$970,165.00		\$204,394.50

## Packet Information

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**File #:** TMP-0973, **Version:** 1

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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.

### Issue/Request

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.

### Key Issues:

This project was part of the 10-year CIP sales tax renewal approved by voters in 2007

This project will complete storm infrastructure, street lighting, and pedestrian connectivity on Ward Road from County Line Road to Gore Road and enhance the pavement condition along the limits of the route.

This project will coordinate improvements and continued maintenance to infrastructure outside the City Limits of Lee's Summit in agreement with Cass County.

### Proposed Committee Motion:

I move to recommend to City Council approval of 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. in the amount of \$3,979,743.10.

### Background:

Improvements to Ward Road were approved by voters as part of the 2007 Capital Sales Tax Renewal. Professional Engineering Services were provided by Affinis Corp. to design the project (Ordinance No. 7807). The project is primarily a complete streets and safety improvement project that includes sidewalks, shared-use path, street lighting, added pavement to include turn lanes, signing, pavement markings, curb, and enclosed storm drains. Additional sidewalk improvements were added to the project, after discussion with representatives of the Raintree Lake area, along County Line Road from Ward Road to Raintree Drive. Also included with the project is the relocation and upgrade of the Cass County Public Water Supply District #3 water line. The PWSD#3 waterline is partly within right of way but mostly within private easement. An agreement is being entered into with PWSD#3 to relocate the water line as part of the project.

The original project scope extended from County Line Road south to Fenwick Road because it was the last cross street entirely within the corporate limits of Lee's Summit. The project was later directed to be extended south to Raintree Parkway, which requires building the south portion of the road outside the City Limits in an unincorporated area of Cass County. The improvements outside the City's jurisdiction will be along Ward Road from approximately 1,150 feet south of Fenwick Drive to Raintree Parkway and then transition to match the existing road at 163rd Street and Gore Road. The work is fully funded through the Lee's Summit Capital Sales Tax Renewal, except for a portion of the relocated PWSD#3 waterline.



The City and Cass County modified an Interlocal Governmental Agreement to coordinate maintenance and capital improvements of the shared road located outside of the City Limits of Lee's Summit which included maintenance of the new road, and consistent with the previous agreement includes snow removal, pothole patching, and storm drainage maintenance. Cass County approved the agreement on the condition that the proposed sidewalk along the west limits of the project not be built within the unincorporated Cass County area and the agreement was approved by Cass County on May 11, 2017 and obtained final approval from City Council on July 13, 2017 (Ordinance No. 8192).

**Impact/Analysis:**

Public Works Engineering issued Bid No. 18532272-C for the Ward Road Improvement project on July 18, 2016. The bid was advertised and potential bidders were notified through WWW.QuestCDN.COM. A pre-bid conference was held on July 27, 2018. Six (6) responsive bids were received by the August 7, 2018 bid opening date and bids were 3.5% to 21.4% under the Engineer's Estimate. The bid tabulation with the Engineer's Estimate is attached.

**Timeline:**

Start: October 2018

Finish: October 2019

**Recommendation:**

Staff recommends approval of 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.

Mark Green, PE, PTOE, Staff Engineer

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

**BILL NO. 18-**

---

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.

WHEREAS, the Ward Road Improvements (County Line Road to Gore Road), hereinafter the "Project", was part of the 10-year CIP sales tax renewal approved by voters in 2007; and,

WHEREAS, this project will complete storm infrastructure, street lighting, and pedestrian connectivity on Ward Road from County Line Road to Gore Road and enhance the pavement condition along the limits of the route; and,

WHEREAS, six (6) responsive bids for this Project were received by City Staff on or before the August 7, 2018 bid opening date; and,

WHEREAS, Emery Sapp & Sons, Inc. has been identified as the lowest and most responsible bidder for this Project.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the award of Bid No. 18532272-C for the Ward Road Improvements (County Line Road to Gore Road) to Emery Sapp & Sons, Inc. in the amount of \$3,979,743.10.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager, of an agreement with Emery Sapp & Sons, Inc. for the services contained in Bid No. 18532272-C, generally for the Ward Road Improvements (County Line Road to Gore Road), in an amount of \$3,979,743.10, said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

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

ATTEST:

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

**BILL NO. 18-**

---

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:

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

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

Endorsed by



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

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

Owner and Contractor hereby agree as follows

**ARTICLE 1 – WORK**

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

Bid No. 18532272-C

Project Name: Ward Road Improvements - County Line Road to Gore Road

*Reconstruction of approximately one (1) mile of Ward Road. The project includes concrete pavement, curb and gutter, concrete sidewalk and trail, enclosed drainage system, lighting, pavement marking and signing, traffic control, waterline relocations, sanitary sewer relocation and adjustments, as well as all labor, materials, equipment, tools, superintendence, and all other services necessary to perform the work.*

*The site is located between County Line Road and Gore Road in Lee's Summit, Missouri, as shown on the Drawings.*

**ARTICLE 2 – THE PROJECT**

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

*Reconstruction of approximately one (1) mile of Ward Road. The project includes concrete pavement, curb and gutter, concrete sidewalk and trail, enclosed drainage system, lighting, pavement marking and signing, traffic control, waterline relocations, and sanitary sewer relocation and adjustments.*

*The site is located between County Line Road and Gore Road in Lee's Summit, Missouri, as shown on the Drawings.*

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Affinis Corp, 8900 Indian Creek Parkway, Suite 450, Overland Park, KS 66210, 913-239-1100 (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

### 4.01 *Time of the Essence*

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

### 4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before September 1, 2019, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 days from the date of Substantial Completion.
- B. Prior to Winter Shutdown, the Contractor shall substantially complete, including restoration, all portions of Work which are underway.
- C. As sections of the Work are completed, restoration shall be completed within recommended sod planting seasons for the specified variety. Generally, sod planting season is March 1 to May 15 and September 1 to November 15.

### 4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$2,025.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$475 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

## ARTICLE 5 – CONTRACT PRICE

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

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

UNIT PRICE WORK

**Ward Road Improvements**

DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE	BID PRICE
Mobilization	LS	1	\$288,410.00	\$288,410.00
Clearing and Grubbing	LS	1	\$15,120.00	\$15,120.00
Demolition and Removal	LS	1	\$16,760.00	\$16,760.00
Traffic Control (Temporary)	LS	1	\$45,970.00	\$45,970.00
Waste (Haul Off)	CY	8,950	\$14.50	\$129,775.00
Unclassified Excavation	CY	13,441	\$9.80	\$131,721.80
Embankment	CY	4,491	\$2.90	\$13,023.90
Geogrid	SY	23,445	\$1.80	\$42,201.00
Pavement, 2" APWA Type 3-01 (Asphaltic Surface)	SY	613	\$21.00	\$12,873.00
Pavement, 8" APWA Type 1-01 (Asphaltic Base)	SY	613	\$55.60	\$34,082.80
Aggregate, 4" Base MoDOT Type 5 (Driveway)	SY	471	\$17.30	\$8,148.30
Aggregate, 4" Base MoDOT Type 5 (Sidewalk & Multi Use Path)	SY	4,730	\$9.70	\$45,881.00
Aggregate, 6" Base MoDOT Type 5 (Temporary Surfacing)	SY	632	\$10.00	\$6,320.00
Aggregate, 6" Base MoDOT Type 5	SY	26,010	\$7.25	\$188,572.50
Aggregate, 4" MoDOT Type 5 (Pavement) (EST)	SY	75	\$9.10	\$682.50
Pavement, 8" KCMMB 4K Concrete	SY	22,832	\$51.00	\$1,164,432.00
Driveways, 6" KCMMB 4K Concrete	SY	471	\$75.00	\$35,325.00
Driveways, 6" MoDOT Type 5 (Aggregate)	SY	161	\$11.00	\$1,771.00
Sidewalk, 4" KCMMB 4K Concrete	SY	3,186	\$27.00	\$86,022.00
Multi Use Path, 6" KCMMB 4K Concrete	SY	1,544	\$34.00	\$52,496.00
Curb and Gutter (Type CG-1)	LF	10,793	\$7.65	\$82,566.45
Curb and Gutter (Type CG-2)	LF	130	\$4.65	\$604.50
Curb and Gutter (Replacement All Types)	LF	18	\$50.00	\$900.00
ADA Ramps (All Types)	EA	14	\$1,803.00	\$25,242.00
Storm Sewer Pipe (15" SaniTite HP)	LF	291	\$41.00	\$11,931.00
Storm Sewer Pipe (18" SaniTite HP)	LF	1,278	\$45.00	\$57,510.00
Storm Sewer Pipe (24" SaniTite HP)	LF	2,694	\$58.00	\$156,252.00
Storm Sewer Pipe (30" SaniTite HP)	LF	499	\$75.00	\$37,425.00
Storm Sewer Structures, Type 2 Curb Inlet (6'x4')	EA	36	\$4,757.00	\$171,252.00
Storm Sewer Structures, Area Inlet (4'x4')	EA	2	\$4,512.00	\$9,024.00



DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE	BID PRICE
Storm Sewer Structures, Junction Box (4'x4')	EA	1	\$3,849.00	\$3,849.00
Underdrain		1,800	\$18.70	\$33,660.00
RCB Extension (10'x4')	LS	1	\$74,413.00	\$74,413.00
Storm Sewer End Section (15")	EA	2	\$923.00	\$1,846.00
Storm Sewer End Section (24")	EA	2	\$1,034.00	\$2,068.00
Storm Sewer End Section (30")	EA	2	\$1,498.00	\$2,996.00
Rip Rap (Light 18", 2' Thick)	SY	68	\$80.50	\$5,474.00
Rip Rap (Heavy 24", 3' Thick)	SY	45	\$98.30	\$4,423.50
Erosion Control Devices, Sediment Fence	LF	3,610	\$1.30	\$4,693.00
Erosion Control Devices, Super Sediment Fence	LF	1,050	\$4.10	\$4,305.00
Erosion Control Devices, Rock Ditch Check (<2 Acres)	EA	24	\$411.00	\$9,864.00
Erosion Control Devices, Rock Ditch Check (>2 Acres)	EA	18	\$471.00	\$8,478.00
Erosion Control Devices, Area Inlet Protection	EA	3	\$99.00	\$297.00
Erosion Control Devices, Curb Inlet Protection	EA	36	\$77.00	\$2,772.00
Erosion Control Devices, Biodegradable Logs (9")	LF	3,140	\$2.00	\$6,280.00
Erosion Control Devices, Type 2 Turbidity Curtain	LF	450	\$42.00	\$18,900.00
Erosion Control Devices, Erosion Control Blanket	SY	705	\$1.80	\$1,269.00
Erosion Control Devices, Hydrocover (Standard)	SY	36,667	\$0.25	\$9,166.75
Seed, Type A Permanent	ACRE	1	\$1,540.00	\$1,540.00
Sod	SY	35,186	\$5.20	\$182,967.20
Safety Rail (Black)	LF	32	\$225.00	\$7,200.00
Fence (Vinyl)	LF	958	\$27.00	\$25,866.00
Fence (Woven Wire)	LF	205	\$17.00	\$3,485.00
Fence (Wooden Privacy)	LF	200	\$37.00	\$7,400.00
Fence ( 48" Chain Link)	LF	151	\$21.00	\$3,171.00
Segmental Retaining Wall	SY	34	\$1,347.00	\$45,798.00
Sign Posts (Square Steel Tube)	EA	22	\$126.00	\$2,772.00
Signs (Permanent)	SF	129	\$31.00	\$3,999.00
Sign Reinstallation	EA	18	\$203.00	\$3,654.00
Pavement Marking, High-Build Paint (4" White)	LF	1,002	\$0.45	\$450.90
Pavement Marking, High-Build Paint (4" Yellow)	LF	13,516	\$0.45	\$6,082.20
Pavement Marking, Preformed Thermoplastic (6" White)	LF	386	\$8.80	\$3,396.80
Pavement Marking, Preformed Thermoplastic (12" Yellow)	LF	486	\$19.00	\$9,234.00

DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE	BID PRICE
Pavement Marking, Preformed Thermoplastic (24" White)	EA	70	\$38.00	\$2,660.00
Pavement Marking, Preformed Thermoplastic (Left/Right Arrow)	EA	26	\$352.00	\$9,152.00
Poles, Street Lights (Type P30S)	EA	38	\$1,534.00	\$58,292.00
Bases, Screw In Foundation (Type B30)	EA	38	\$758.00	\$28,804.00
Bracket Arms (6 FT)	EA	38	\$374.00	\$14,212.00
Luminaires, LED Cobrahead	EA	38	\$600.00	\$22,800.00
Power Supply Assembly	EA	1	\$4,102.00	\$4,102.00
Bases, Power Assembly	EA	1	\$2,936.00	\$2,936.00
Junction Box, Type 1	EA	1	\$825.00	\$825.00
Junction Box, Type 2	EA	1	\$874.00	\$874.00
Cable, 3C#4 AWG	LF	5,346	\$5.50	\$29,403.00
Cable, 2C#10 AWG (Pole and Bracket)	LF	3,116	\$2.20	\$6,855.20
Conduit, 2" HDPE	LF	5,086	\$6.60	\$33,567.60
Conduit, 3" Schedule 40 PVC	LF	344	\$12.00	\$4,128.00
Break-Away Connectors, Fused	EA	76	\$68.00	\$5,168.00
Break-Away Connectors, Non-Fused	EA	38	\$67.00	\$2,546.00
Sanitary Sewer Pipe (6" PVC)	LF	29	\$69.00	\$2,001.00
Sanitary Sewer Pipe (8" PVC)	LF	210	\$90.00	\$18,900.00
Sanitary Sewer Manhole (4')	EA	2	\$4,422.00	\$8,844.00
Sanitary Sewer Manhole Adjustment	EA	8	\$842.00	\$6,736.00
Sanitary Pipe Encasement (EST)	LF	15	\$100.00	\$1,500.00
Water Line Pipe (12" PVC)	LF	440	\$109.00	\$47,960.00
Water Line Pipe (12" DIP)	LF	360	\$183.00	\$65,880.00
Water Service Reconnection	EA	3	\$823.00	\$2,469.00
Water Line Valve, 6" Gate Valve	EA	6	\$1,050.00	\$6,300.00
Water Line Valve, 8" Gate Valve	EA	2	\$1,516.00	\$3,032.00
Water Line Valve, 12" Butterfly Valve	EA	2	\$2,336.00	\$4,672.00
Tee, 12"x6"	EA	2	\$1,080.00	\$2,160.00
Tee, 12"x8"	EA	1	\$1,107.00	\$1,107.00
Air Relief Valve Assembly, New	EA	1	\$3,486.00	\$3,486.00
Air Relief Valve Assembly, Adjustment	EA	1	\$1,492.00	\$1,492.00
Fire Hydrant Assembly New	EA	1	\$4,302.00	\$4,302.00
Fire Hydrant Assembly Adjustment	EA	2	\$3,240.00	\$6,480.00
Fire Hydrant Assembly Relocation	EA	5	\$4,302.00	\$21,510.00
Pipe Encasement	LF	35	\$96.00	\$3,360.00
12" Water Casing with Insulation	LF	159	\$113.00	\$17,967.00
<b>Total of Bid Prices - Ward Road</b>				<b>\$3,830,547.90</b>

**Ward Road Waterline Relocation (P.W.S.D. #3, Cass County, Missouri)**

DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE	BID PRICE
8" PVC C-900, DR18	LF	2,760	\$33.00	\$91,080.00
8" Restrained Joint C900	LF	60	\$56.00	\$3,360.00
Locator Wire	LF	2,820	\$0.16	\$451.20
Relocate and Reconnect Service	EA	4	\$1,678.00	\$6,712.00
Service Reconnection	EA	10	\$822.00	\$8,220.00
Connect to existing 8-inch waterline (3a)	LS	1	\$3,543.00	\$3,543.00
Connect to existing 4-inch waterline (4a)	LS	1	\$6,181.00	\$6,181.00
Connect to existing 2-inch waterline (6a)	LS	1	\$7,069.00	\$7,069.00
Connect to existing 6-inch waterline (6b)	LS	1	\$11,319.00	\$11,319.00
160th St. Crossing (Open/Cut and Case)	LF	40	\$93.00	\$3,720.00
Cut, Cap, and Block	LS	5	\$948.00	\$4,740.00
12" PVC Casing	LF	40	\$70.00	\$2,800.00
<b>Total of Bid Prices - P.W.S.D. #3 Waterline</b>				<b>\$149,195.20</b>

**Total of all Bid Prices (Unit Price Work)  
(Ward Road Improvements and  
P.W.S.D. # 3 Waterline)**

**\$3,979,743.10**

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

**ARTICLE 6 – PAYMENT PROCEDURES**

**6.01 Submittal and Processing of Payments**

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

**6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment ~~monthly on or about the 1st day of each month~~ during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General

Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

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

### 6.03 *Final Payment*

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

## **ARTICLE 7 – INTEREST**

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

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

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

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

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 12 inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).

4. Other bonds pages 1 to 2, inclusive).
    - a. Bid Bond Damage Form (pages 1 to 2, inclusive).
  5. Price Indexing Statement (Section 415).
  6. General Conditions (pages 1 to 66, inclusive).
  7. Supplementary Conditions (pages 1 to 5, inclusive).
  8. Specifications as listed in the table of contents of the Project Manual.
  9. Drawings consisting of 1-194 sheets with each sheet bearing the following general title: Ward Road Improvements (County Line Road to Gore Road).
  10. Drawings consisting of 1-8 sheets with each sheet bearing the following general title: Ward Waterline Relocation PWS No. 3, Cass County, Missouri 0317064.01.
  11. Addenda (numbers 1 to 2, inclusive).
  12. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

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

#### 10.02 *Assignment of Contract*

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

#### 10.03 *Successors and Assigns*

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

#### 10.04 *Severability*

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

#### 10.05 *Contractor's Certifications*

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

10.06 *Other Provisions*

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



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

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

OWNER:

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

By: Stephen A. Arbo \_\_\_\_\_

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

Approved

as to Form: Nancy K. Yendes \_\_\_\_\_

Title: Chief Council of Infrastructure and Planning \_\_\_\_\_

Address for giving notices:

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

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

\_\_\_\_\_

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

CONTRACTOR

Emery Sapp & Sons, Inc. \_\_\_\_\_

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

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

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

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

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

(Where applicable)

Agent for service of process:

\_\_\_\_\_

Unit price LESS than Average MINUS 1 Standard Deviation  
Unit price GREATER than Average PLUS 1 Standard Deviation



LEE'S SUMMIT  
MISSOURI

This is an unofficial bid tabulation.  
Bid No. 18532272-C  
Project: Ward Road Improvements from County Line Road to Gore Road  
Bid Opening: August 7, 2018 1:00 PM

ITEM	UNIT	QTY	Emery Sapp & Sons, Inc.		VF Anderson Builders		Miles Exc. Inc.		linaweaver construction inc		LEXEKO, Inc.		J.M. Fahey Construction Company		Avg Unit prices		Engineer Estimate	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
				\$3,979,743.10		\$4,092,867.48		\$4,570,802.83		\$4,595,786.12		\$4,677,704.31		\$4,884,767.75				\$5,060,229.00
1	Mobilization	LS	1	\$288,410.00	\$288,410.00	\$91,000.00	\$91,000.00	\$289,376.07	\$289,376.07	\$200,000.00	\$200,000.00	\$283,000.00	\$283,000.00	\$100,000.00	\$100,000.00	\$208,631.01	\$80,000.00	\$80,000.00
2	Clearing and Grubbing	LS	1	\$15,120.00	\$15,120.00	\$45,000.00	\$45,000.00	\$87,542.06	\$87,542.06	\$50,000.00	\$50,000.00	\$14,534.00	\$14,534.00	\$63,000.00	\$63,000.00	\$45,866.01	\$100,000.00	\$100,000.00
3	Demolition and Removal	LS	1	\$16,760.00	\$16,760.00	\$195,000.00	\$195,000.00	\$49,275.18	\$49,275.18	\$175,000.00	\$175,000.00	\$141,062.31	\$141,062.31	\$65,000.00	\$65,000.00	\$107,016.25	\$220,000.00	\$220,000.00
4	Traffic Control (Temporary)	LS	1	\$45,970.00	\$45,970.00	\$46,000.00	\$46,000.00	\$39,046.58	\$39,046.58	\$45,000.00	\$45,000.00	\$42,039.00	\$42,039.00	\$39,000.00	\$39,000.00	\$42,842.60	\$60,000.00	\$60,000.00
5	Waste (Haul Off)	CY	8950	\$14.50	\$129,775.00	\$11.00	\$98,450.00	\$19.33	\$173,003.50	\$14.00	\$125,300.00	\$7.50	\$67,125.00	\$20.25	\$181,237.50	\$14.43	\$8.00	\$71,600.00
6	Unclassified Excavation	CY	13441	\$9.80	\$131,721.80	\$6.00	\$80,646.00	\$19.66	\$264,250.06	\$10.00	\$134,410.00	\$17.70	\$237,905.70	\$24.50	\$329,304.50	\$14.61	\$15.00	\$201,615.00
7	Embankment	CY	4491	\$2.90	\$13,023.90	\$4.00	\$17,964.00	\$3.89	\$17,469.99	\$6.00	\$26,946.00	\$2.00	\$8,982.00	\$13.00	\$58,383.00	\$5.30	\$6.00	\$26,946.00
8	Geogrid	SY	23445	\$1.80	\$42,201.00	\$2.00	\$46,890.00	\$3.19	\$74,789.55	\$2.00	\$46,890.00	\$2.10	\$49,234.50	\$2.75	\$64,473.75	\$2.31	\$6.00	\$140,670.00
9	Pavement, 2" APWA Type 3-01 (Asphaltic Surface)	SY	613	\$21.00	\$12,873.00	\$8.00	\$4,904.00	\$16.82	\$10,310.66	\$14.00	\$8,582.00	\$12.20	\$7,478.60	\$11.00	\$6,743.00	\$13.84	\$12.00	\$7,356.00
10	Pavement, 8" APWA Type 1-01 (Asphaltic Base)	SY	613	\$55.60	\$34,082.80	\$38.00	\$23,294.00	\$47.06	\$28,847.78	\$50.00	\$30,650.00	\$42.30	\$25,929.90	\$40.00	\$24,520.00	\$45.49	\$40.00	\$24,520.00
11	Aggregate, 4" Base Modot Type 5 (Driveway)	SY	471	\$17.30	\$8,148.30	\$7.00	\$3,297.00	\$18.16	\$8,553.36	\$5.50	\$2,590.50	\$25.80	\$12,151.80	\$11.50	\$5,416.50	\$14.21	\$10.00	\$4,710.00
12	Aggregate, 4" Base Modot Type 5 (Sidewalk & Multi Use Path)	SY	4730	\$9.70	\$45,881.00	\$7.00	\$33,110.00	\$9.91	\$46,874.30	\$5.50	\$26,015.00	\$9.60	\$45,408.00	\$8.50	\$40,205.00	\$8.37	\$6.00	\$28,380.00
13	Aggregate, 6" Base Modot Type 5 (Temporary Surfacing)	SY	632	\$10.00	\$6,320.00	\$11.00	\$6,952.00	\$10.84	\$6,850.88	\$6.00	\$3,792.00	\$18.30	\$11,565.60	\$11.00	\$6,952.00	\$11.19	\$12.00	\$7,584.00
14	Aggregate, 6" Base Modot Type 5	SY	26010	\$7.25	\$188,572.50	\$7.00	\$182,070.00	\$7.31	\$190,133.10	\$7.00	\$182,070.00	\$8.30	\$215,883.00	\$10.00	\$260,100.00	\$7.81	\$8.00	\$208,080.00
15	Aggregate, 4" MoDOT Type 5 (Pavement) (EST)	SY	75	\$9.10	\$682.50	\$10.00	\$750.00	\$6.75	\$506.25	\$5.50	\$412.50	\$30.40	\$2,280.00	\$8.00	\$600.00	\$11.63	\$7.00	\$525.00
16	Pavement, 8" KCMMB 4K Concrete	SY	22832	\$51.00	\$1,164,432.00	\$61.00	\$1,392,752.00	\$49.91	\$1,139,545.12	\$61.00	\$1,392,752.00	\$61.00	\$1,392,752.00	\$59.00	\$1,347,088.00	\$57.15	\$60.00	\$1,369,920.00
17	Driveways, 6" KCMMB 4K Concrete	SY	471	\$75.00	\$35,325.00	\$52.00	\$24,492.00	\$62.08	\$29,239.68	\$74.00	\$34,854.00	\$90.00	\$42,390.00	\$71.00	\$33,441.00	\$70.68	\$65.00	\$30,615.00
18	Driveways, 6" MoDOT Type 5 (Aggregate)	SY	161	\$11.00	\$1,771.00	\$11.00	\$1,771.00	\$24.72	\$3,979.92	\$7.00	\$1,127.00	\$19.70	\$3,171.70	\$12.50	\$2,012.50	\$14.32	\$15.00	\$2,415.00
19	Sidewalk, 4" KCMMB 4K Concrete	SY	3186	\$27.00	\$86,022.00	\$36.00	\$114,696.00	\$35.68	\$113,676.48	\$38.00	\$121,068.00	\$41.30	\$131,581.80	\$43.00	\$136,998.00	\$36.83	\$50.00	\$159,300.00
20	Multi Use Path, 6" KCMMB 4K Concrete	SY	1544	\$34.00	\$52,496.00	\$45.00	\$69,480.00	\$38.52	\$59,474.88	\$40.00	\$61,760.00	\$39.80	\$61,451.20	\$53.00	\$81,832.00	\$41.72	\$50.00	\$77,200.00
21	Curb and Gutter (Type CG-1)	LF	10793	\$7.65	\$82,566.45	\$13.00	\$140,309.00	\$18.04	\$194,705.72	\$13.00	\$140,309.00	\$17.10	\$184,560.30	\$19.00	\$205,067.00	\$14.63	\$20.00	\$215,860.00
22	Curb and Gutter (Type CG-2)	LF	130	\$4.65	\$604.50	\$20.00	\$2,600.00	\$28.43	\$3,695.90	\$22.00	\$2,860.00	\$25.00	\$3,250.00	\$40.00	\$5,200.00	\$23.35	\$20.00	\$2,600.00
23	Curb and Gutter (Replacement All Types)	LF	18	\$50.00	\$900.00	\$38.00	\$684.00	\$29.58	\$532.44	\$40.00	\$720.00	\$25.00	\$450.00	\$52.00	\$936.00	\$39.10	\$50.00	\$900.00
24	ADA Ramps (All Types)	EA	14	\$1,803.00	\$25,242.00	\$1,410.00	\$19,740.00	\$1,464.21	\$20,498.94	\$1,800.00	\$25,200.00	\$1,851.00	\$25,914.00	\$2,175.00	\$30,450.00	\$1,750.54	\$2,100.00	\$29,400.00
25	Storm Sewer Pipe (15" SaniTite HP)	LF	291	\$41.00	\$11,931.00	\$53.00	\$15,423.00	\$71.10	\$20,690.10	\$65.00	\$18,915.00	\$83.00	\$24,153.00	\$92.25	\$26,844.75	\$67.56	\$65.00	\$18,915.00
26	Storm Sewer Pipe (18" SaniTite HP)	LF	1278	\$45.00	\$57,510.00	\$54.00	\$69,012.00	\$72.26	\$92,348.28	\$70.00	\$89,460.00	\$72.00	\$92,016.00	\$120.00	\$153,360.00	\$72.21	\$75.00	\$95,850.00
27	Storm Sewer Pipe (24" SaniTite HP)	LF	2694	\$58.00	\$156,252.00	\$70.00	\$188,580.00	\$87.37	\$235,374.78	\$85.00	\$228,990.00	\$74.00	\$199,356.00	\$108.00	\$290,952.00	\$80.40	\$90.00	\$242,460.00
28	Storm Sewer Pipe (30" SaniTite HP)	LF	499	\$75.00	\$37,425.00	\$89.00	\$44,411.00	\$104.45	\$52,120.55	\$110.00	\$54,890.00	\$101.00	\$50,399.00	\$124.75	\$62,250.25	\$100.70	\$100.00	\$49,900.00
29	Storm Sewer Structures, Type 2 Curb Inlet (6'x4')	EA	36	\$4,757.00	\$171,252.00	\$4,300.00	\$154,800.00	\$4,930.70	\$177,505.20	\$5,100.00	\$183,600.00	\$4,955.00	\$178,380.00	\$5,975.00	\$215,100.00	\$5,002.95	\$6,500.00	\$234,000.00
30	Storm Sewer Structures, Area Inlet (4'x4')	EA	2	\$4,512.00	\$9,024.00	\$3,600.00	\$7,200.00	\$4,313.80	\$8,627.60	\$4,500.00	\$9,000.00	\$4,408.00	\$8,816.00	\$5,500.00	\$11,000.00	\$4,472.30	\$5,500.00	\$11,000.00
31	Storm Sewer Structures, Junction Box (4'x4')	EA	1	\$3,849.00	\$3,849.00	\$3,400.00	\$3,400.00	\$4,394.44	\$4,394.44	\$4,000.00	\$4,000.00	\$4,107.00	\$4,107.00	\$5,400.00	\$5,400.00	\$4,191.74	\$4,500.00	\$4,500.00
32	Underdrain	LF	1800	\$18.70	\$33,660.00	\$20.00	\$36,000.00	\$19.83	\$35,694.00	\$20.00	\$36,000.00	\$16.30	\$29,340.00	\$25.25	\$45,450.00	\$20.01	\$20.00	\$36,000.00
33	RCB Extension (10'x4')	LS	1	\$74,413.00	\$74,413.00	\$70,000.00	\$70,000.00	\$76,125.97	\$76,125.97	\$80,000.00	\$80,000.00	\$79,000.00	\$79,000.00	\$72,000.00	\$72,000.00	\$75,256.50	\$100,000.00	\$100,000.00
34	Storm Sewer End Section (15")	EA	2	\$923.00	\$1,846.00	\$934.00	\$1,868.00	\$1,055.64	\$2,111.28	\$315.00	\$630.00	\$788.00	\$1,576.00	\$1,700.00	\$3,400.00	\$952.61	\$800.00	\$1,600.00
35	Storm Sewer End Section (24")	EA	2	\$1,034.00	\$2,068.00	\$1,046.00	\$2,092.00	\$1,144.05	\$2,288.10	\$415.00	\$830.00	\$903.00	\$1,806.00	\$1,800.00	\$3,600.00	\$1,057.01	\$1,500.00	\$3,000.00
36	Storm Sewer End Section (30")	EA	2	\$1,498.00	\$2,996.00	\$1,502.00	\$3,004.00	\$1,494.89	\$2,989.78	\$845.00	\$1,690.00	\$1,381.00	\$2,762.00	\$2,200.00	\$4,400.00	\$1,486.82	\$2,000.00	\$4,000.00
37	Rip Rap (Light 18", 2' Thick)	SY	68	\$80.50	\$5,474.00	\$50.00	\$3,400.00	\$73.15	\$4,974.20	\$60.00	\$4,080.00	\$64.00	\$4,352.00	\$112.75	\$7,667.00	\$73.40	\$90.00	\$6,120.00
38	Rip Rap (Heavy 24", 3' Thick)	SY	45	\$98.30	\$4,423.50	\$60.00	\$2,700.00	\$90.25	\$4,061.25	\$90.00	\$4,050.00	\$95.00	\$4,275.00	\$125.25	\$5,636.25	\$93.13	\$130.00	\$5,850.00
39	Erosion Control Devices, Sediment Fence	LF	3610	\$1.30	\$4,693.00	\$1.35	\$4,873.50	\$1.96	\$7,075.60	\$1.50	\$5,415.00	\$2.65	\$9,566.50	\$1.25	\$4,512.50	\$1.67	\$2.00	\$7,220.00
40	Erosion Control Devices, Super Sediment Fence	LF	1050	\$4.10	\$4,305.00	\$2.70	\$2,835.00	\$3.07	\$3,223.50	\$4.00	\$4,200.00	\$3.85	\$4,042.50	\$3.75	\$3,937.50	\$3.58	\$3.00	\$3,150.00

Unit price LESS than Average MINUS 1 Standard Deviation  
Unit price GREATER than Average PLUS 1 Standard Deviation



LEE'S SUMMIT  
MISSOURI

This is an unofficial bid tabulation.  
Bid No. 18532272-C  
Project: Ward Road Improvements from County Line Road to Gore Road  
Bid Opening: August 7, 2018 1:00 PM

ITEM	UNIT	QTY	Emery Sapp & Sons, Inc.		VF Anderson Builders		Miles Exc. Inc.		linaweaver construction inc		LEXEKO, Inc.		J.M. Fahey Construction Company		Avg Unit prices	Engineer Estimate		
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
41	Erosion Control Devices, Rock Ditch Check (<2 Acres)	EA	24	\$411.00	\$9,864.00	\$200.00	\$4,800.00	\$179.40	\$4,305.60	\$600.00	\$14,400.00	\$555.00	\$13,320.00	\$287.00	\$6,888.00	\$372.07	\$80.00	\$1,920.00
42	Erosion Control Devices, Rock Ditch Check (>2 Acres)	EA	18	\$471.00	\$8,478.00	\$200.00	\$3,600.00	\$179.40	\$3,229.20	\$800.00	\$14,400.00	\$588.00	\$10,584.00	\$318.00	\$5,724.00	\$426.07	\$100.00	\$1,800.00
43	Erosion Control Devices, Area Inlet Protection	EA	3	\$99.00	\$297.00	\$82.00	\$246.00	\$189.96	\$569.88	\$100.00	\$300.00	\$127.00	\$381.00	\$90.75	\$272.25	\$114.79	\$100.00	\$300.00
44	Erosion Control Devices, Curb Inlet Protection	EA	36	\$77.00	\$2,772.00	\$82.00	\$2,952.00	\$147.74	\$5,318.64	\$80.00	\$2,880.00	\$118.00	\$4,248.00	\$70.50	\$2,538.00	\$95.87	\$75.00	\$2,700.00
45	Erosion Control Devices, Biodegradable Logs (9")	LF	3140	\$2.00	\$6,280.00	\$2.00	\$6,280.00	\$3.76	\$11,806.40	\$2.00	\$6,280.00	\$7.70	\$24,178.00	\$2.00	\$6,280.00	\$3.24	\$2.00	\$6,280.00
46	Erosion Control Devices, Type 2 Turbidity Curtain	LF	450	\$42.00	\$18,900.00	\$11.00	\$4,950.00	\$31.24	\$14,058.00	\$42.00	\$18,900.00	\$47.40	\$21,330.00	\$38.25	\$17,212.50	\$35.32	\$200.00	\$90,000.00
47	Erosion Control Devices, Erosion Control Blanket	SY	705	\$1.80	\$1,269.00	\$2.00	\$1,410.00	\$2.74	\$1,931.70	\$2.00	\$1,410.00	\$3.20	\$2,256.00	\$1.75	\$1,233.75	\$2.25	\$5.00	\$3,525.00
48	Erosion Control Devices, Hydrocover (Standard)	SY	36667	\$0.25	\$9,166.75	\$0.30	\$11,000.10	\$0.36	\$13,200.12	\$0.26	\$9,533.42	\$0.50	\$18,333.50	\$0.25	\$9,166.75	\$0.32	\$1.00	\$36,667.00
49	Seed, Type A Permanent	ACRE	1	\$1,540.00	\$1,540.00	\$1,300.00	\$1,300.00	\$1,477.44	\$1,477.44	\$1,600.00	\$1,600.00	\$2,801.00	\$2,801.00	\$1,425.00	\$1,425.00	\$1,690.57	\$1,500.00	\$1,500.00
50	Sod	SY	35186	\$5.20	\$182,967.20	\$6.00	\$211,116.00	\$5.31	\$186,837.66	\$5.50	\$193,523.00	\$5.70	\$200,560.20	\$5.00	\$175,930.00	\$5.45	\$5.00	\$175,930.00
51	Safety Rail (Black)	LF	32	\$225.00	\$7,200.00	\$222.00	\$7,104.00	\$221.62	\$7,091.84	\$225.00	\$7,200.00	\$217.00	\$6,944.00	\$206.50	\$6,608.00	\$219.52	\$200.00	\$6,400.00
52	Fence (Vinyl)	LF	958	\$27.00	\$25,866.00	\$26.00	\$24,908.00	\$26.48	\$25,367.84	\$26.50	\$25,387.00	\$25.50	\$24,429.00	\$24.25	\$23,231.50	\$25.96	\$60.00	\$57,480.00
53	Fence (Woven Wire)	LF	205	\$17.00	\$3,485.00	\$17.00	\$3,485.00	\$16.89	\$3,462.45	\$16.50	\$3,382.50	\$15.90	\$3,259.50	\$15.25	\$3,126.25	\$16.42	\$30.00	\$6,150.00
54	Fence (Wooden Privacy)	LF	200	\$37.00	\$7,400.00	\$37.00	\$7,400.00	\$37.04	\$7,408.00	\$38.00	\$7,600.00	\$36.10	\$7,220.00	\$34.25	\$6,850.00	\$36.57	\$30.00	\$6,000.00
55	Fence ( 48" Chain Link)	LF	151	\$21.00	\$3,171.00	\$21.00	\$3,171.00	\$21.21	\$3,202.71	\$21.00	\$3,171.00	\$20.20	\$3,050.20	\$19.25	\$2,906.75	\$20.61	\$40.00	\$6,040.00
56	Segmental Retaining Wall	SY	34	\$1,347.00	\$45,798.00	\$300.00	\$10,200.00	\$1,134.63	\$38,577.42	\$1,400.00	\$47,600.00	\$597.00	\$20,298.00	\$1,080.00	\$36,720.00	\$976.44	\$400.00	\$13,600.00
57	Sign Posts (Square Steel Tube)	EA	22	\$126.00	\$2,772.00	\$125.00	\$2,750.00	\$121.36	\$2,669.92	\$80.00	\$1,760.00	\$76.00	\$1,672.00	\$115.75	\$2,546.50	\$107.35	\$200.00	\$4,400.00
58	Signs (Permanent)	SF	129	\$31.00	\$3,999.00	\$31.00	\$3,999.00	\$29.55	\$3,811.95	\$50.00	\$6,450.00	\$47.00	\$6,063.00	\$28.25	\$3,644.25	\$36.13	\$25.00	\$3,225.00
59	Sign Reinstallation	EA	18	\$203.00	\$3,654.00	\$206.00	\$3,708.00	\$195.23	\$3,514.14	\$168.00	\$3,024.00	\$161.00	\$2,898.00	\$186.50	\$3,357.00	\$186.62	\$250.00	\$4,500.00
60	Pavement Marking, High-Build Paint (4" White)	LF	1002	\$0.45	\$450.90	\$0.41	\$410.82	\$0.40	\$400.80	\$0.70	\$701.40	\$0.70	\$701.40	\$0.50	\$501.00	\$0.53	\$0.50	\$501.00
61	Pavement Marking, High-Build Paint (4" Yellow)	LF	13516	\$0.45	\$6,082.20	\$0.41	\$5,541.56	\$0.40	\$5,406.40	\$0.70	\$9,461.20	\$0.70	\$9,461.20	\$0.50	\$6,758.00	\$0.53	\$0.50	\$6,758.00
62	Pavement Marking, Preformed Thermoplastic (6" White)	LF	386	\$8.80	\$3,396.80	\$9.00	\$3,474.00	\$8.44	\$3,257.84	\$4.25	\$1,640.50	\$3.95	\$1,524.70	\$8.00	\$3,088.00	\$7.07	\$8.00	\$3,088.00
63	Pavement Marking, Preformed Thermoplastic (12" Yellow)	LF	486	\$19.00	\$9,234.00	\$19.00	\$9,234.00	\$18.47	\$8,976.42	\$11.00	\$5,346.00	\$10.60	\$5,151.60	\$17.75	\$8,626.50	\$15.97	\$8.00	\$3,888.00
64	Pavement Marking, Preformed Thermoplastic (24" White)	LF	70	\$38.00	\$2,660.00	\$38.00	\$2,660.00	\$36.94	\$2,585.80	\$10.00	\$700.00	\$32.00	\$2,240.00	\$35.25	\$2,467.50	\$31.70	\$25.00	\$1,750.00
65	Pavement Marking, Preformed Thermoplastic (Left/Right Arrow)	EA	26	\$352.00	\$9,152.00	\$346.00	\$8,996.00	\$337.70	\$8,780.20	\$300.00	\$7,800.00	\$291.00	\$7,566.00	\$325.00	\$8,450.00	\$325.28	\$225.00	\$5,850.00
66	Poles, Street Lights (Type P30S)	EA	38	\$1,534.00	\$58,292.00	\$1,545.00	\$58,710.00	\$1,509.10	\$57,345.80	\$1,575.00	\$59,850.00	\$1,475.00	\$56,050.00	\$1,405.00	\$53,390.00	\$1,507.18	\$1,600.00	\$60,800.00
67	Bases, Screw In Foundation (Type B30)	EA	38	\$758.00	\$28,804.00	\$674.00	\$25,612.00	\$658.52	\$25,023.76	\$685.00	\$26,030.00	\$729.00	\$27,702.00	\$695.00	\$26,410.00	\$699.92	\$900.00	\$34,200.00
68	Bracket Arms (6 FT)	EA	38	\$374.00	\$14,212.00	\$335.00	\$12,730.00	\$327.15	\$12,431.70	\$350.00	\$13,300.00	\$359.00	\$13,642.00	\$342.50	\$13,015.00	\$347.94	\$350.00	\$13,300.00
69	Luminaires, LED Cobrahead	EA	38	\$600.00	\$22,800.00	\$638.00	\$24,244.00	\$622.64	\$23,660.32	\$650.00	\$24,700.00	\$576.00	\$21,888.00	\$549.00	\$20,862.00	\$605.94	\$1,100.00	\$41,800.00
70	Power Supply Assembly	EA	1	\$4,102.00	\$4,102.00	\$4,900.00	\$4,900.00	\$4,748.90	\$4,748.90	\$5,000.00	\$5,000.00	\$3,943.00	\$3,943.00	\$3,757.00	\$3,757.00	\$4,408.48	\$5,500.00	\$5,500.00
71	Bases, Power Assembly	EA	1	\$2,936.00	\$2,936.00	\$2,031.00	\$2,031.00	\$1,983.99	\$1,983.99	\$2,100.00	\$2,100.00	\$2,822.00	\$2,822.00	\$2,689.50	\$2,689.50	\$2,427.08	\$2,275.00	\$2,275.00
72	Junction Box, Type 1	EA	1	\$825.00	\$825.00	\$832.00	\$832.00	\$812.60	\$812.60	\$850.00	\$850.00	\$793.00	\$793.00	\$755.50	\$755.50	\$811.35	\$750.00	\$750.00
73	Junction Box, Type 2	EA	1	\$874.00	\$874.00	\$940.00	\$940.00	\$918.12	\$918.12	\$1,000.00	\$1,000.00	\$840.00	\$840.00	\$800.75	\$800.75	\$895.48	\$1,000.00	\$1,000.00
74	Cable, 3C#4 AWG	LF	5346	\$5.50	\$29,403.00	\$6.00	\$32,076.00	\$5.75	\$30,739.50	\$6.00	\$32,076.00	\$5.30	\$28,333.80	\$5.00	\$26,730.00	\$5.59	\$8.00	\$42,768.00
75	Cable, 2C#10 AWG (Pole and Bracket)	LF	3116	\$2.20	\$6,855.20	\$1.00	\$3,116.00	\$0.90	\$2,804.40	\$1.00	\$3,116.00	\$2.10	\$6,543.60	\$2.00	\$6,232.00	\$1.53	\$3.00	\$9,348.00
76	Conduit, 2" HDPE	LF	5086	\$6.60	\$33,567.60	\$5.25	\$26,701.50	\$5.12	\$26,040.32	\$5.35	\$27,210.10	\$6.30	\$32,041.80	\$6.00	\$30,516.00	\$5.77	\$25.00	\$127,150.00
77	Conduit, 3" Schedule 40 PVC	LF	344	\$12.00	\$4,128.00	\$12.00	\$4,128.00	\$11.29	\$3,883.76	\$12.00	\$4,128.00	\$11.60	\$3,990.40	\$11.00	\$3,784.00	\$11.65	\$25.00	\$8,600.00
78	Break-Away Connectors, Fused	EA	76	\$68.00	\$5,168.00	\$62.00	\$4,712.00	\$60.15	\$4,571.40	\$62.00	\$4,712.00	\$66.00	\$5,016.00	\$62.50	\$4,750.00	\$63.44	\$80.00	\$6,080.00
79	Break-Away Connectors, Non-Fused	EA	38	\$67.00	\$2,546.00	\$62.00	\$2,356.00	\$60.15	\$2,285.70	\$62.00	\$2,356.00	\$64.00	\$2,432.00	\$61.50	\$2,337.00	\$62.78	\$75.00	\$2,850.00
80	Sanitary Sewer Pipe (6" PVC)	LF	29	\$69.00	\$2,001.00	\$60.00	\$1,740.00	\$107.35	\$3,113.15	\$95.00	\$2,755.00	\$61.00	\$1,769.00	\$62.75	\$1,819.75	\$75.85	\$65.00	\$1,885.00

Unit price LESS than Average MINUS 1 Standard Deviation  
 Unit price GREATER than Average PLUS 1 Standard Deviation



LEE'S SUMMIT  
 MISSOURI

This is an unofficial bid tabulation.  
 Bid No. 18532272-C  
 Project: Ward Road Improvements from County Line Road to Gore Road  
 Bid Opening: August 7, 2018 1:00 PM

ITEM	UNIT	QTY	Emery Sapp & Sons, Inc.		VF Anderson Builders		Miles Exc. Inc.		linaweaver construction inc		LEXECO, Inc.		J.M. Fahey Construction Company		Avg Unit prices	Engineer Estimate		
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
				\$3,979,743.10		\$4,092,867.48		\$4,570,802.83		\$4,595,786.12		\$4,677,704.31		\$4,884,767.75			\$5,060,229.00	
81	Sanitary Sewer Pipe (8" PVC)	LF	210	\$90.00	\$18,900.00	\$60.00	\$12,600.00	\$146.32	\$30,727.20	\$110.00	\$23,100.00	\$127.00	\$26,670.00	\$113.00	\$23,730.00	\$107.72	\$75.00	\$15,750.00
82	Sanitary Sewer Manhole (4')	EA	2	\$4,422.00	\$8,844.00	\$3,500.00	\$7,000.00	\$8,355.60	\$16,711.20	\$4,000.00	\$8,000.00	\$5,964.00	\$11,928.00	\$5,471.00	\$10,942.00	\$5,285.43	\$6,000.00	\$12,000.00
83	Sanitary Sewer Manhole Adjustment	EA	8	\$842.00	\$6,736.00	\$800.00	\$6,400.00	\$1,127.11	\$9,016.88	\$1,200.00	\$9,600.00	\$1,166.00	\$9,328.00	\$1,103.50	\$8,828.00	\$1,039.77	\$1,200.00	\$9,600.00
84	Sanitary Pipe Encasement (EST)	LF	15	\$100.00	\$1,500.00	\$110.00	\$1,650.00	\$106.46	\$1,596.90	\$75.00	\$1,125.00	\$144.00	\$2,160.00	\$88.75	\$1,331.25	\$104.04	\$150.00	\$2,250.00
85	Water Line Pipe (12" PVC)	LF	440	\$109.00	\$47,960.00	\$87.00	\$38,280.00	\$121.33	\$53,385.20	\$145.00	\$63,800.00	\$80.00	\$35,200.00	\$79.25	\$34,870.00	\$103.60	\$75.00	\$33,000.00
86	Water Line Pipe (12" DIP)	LF	360	\$183.00	\$65,880.00	\$110.00	\$39,600.00	\$129.95	\$46,782.00	\$160.00	\$57,600.00	\$125.00	\$45,000.00	\$86.25	\$31,050.00	\$132.37	\$110.00	\$39,600.00
87	Water Service Reconnection	EA	3	\$823.00	\$2,469.00	\$800.00	\$2,400.00	\$1,701.92	\$5,105.76	\$1,500.00	\$4,500.00	\$1,548.00	\$4,644.00	\$949.25	\$2,847.75	\$1,220.36	\$500.00	\$1,500.00
88	Water Line Valve, 6" Gate Valve	EA	6	\$1,050.00	\$6,300.00	\$1,307.00	\$7,842.00	\$1,162.80	\$6,976.80	\$825.00	\$4,950.00	\$1,279.00	\$7,674.00	\$846.50	\$5,079.00	\$1,078.38	\$1,800.00	\$10,800.00
89	Water Line Valve, 8" Gate Valve	EA	2	\$1,516.00	\$3,032.00	\$1,613.00	\$3,226.00	\$1,453.51	\$2,907.02	\$1,200.00	\$2,400.00	\$1,630.00	\$3,260.00	\$1,260.25	\$2,520.50	\$1,445.46	\$2,000.00	\$4,000.00
90	Water Line Valve, 12" Butterfly Valve	EA	2	\$2,336.00	\$4,672.00	\$3,323.00	\$6,646.00	\$2,404.72	\$4,809.44	\$2,000.00	\$4,000.00	\$2,626.00	\$5,252.00	\$2,521.25	\$5,042.50	\$2,535.16	\$3,000.00	\$6,000.00
91	Tee, 12"x6"	EA	2	\$1,080.00	\$2,160.00	\$680.00	\$1,360.00	\$883.52	\$1,767.04	\$775.00	\$1,550.00	\$909.00	\$1,818.00	\$441.50	\$883.00	\$794.84	\$500.00	\$1,000.00
92	Tee, 12"x8"	EA	1	\$1,107.00	\$1,107.00	\$1,950.00	\$1,950.00	\$2,051.40	\$2,051.40	\$775.00	\$775.00	\$936.00	\$936.00	\$539.75	\$539.75	\$1,226.53	\$700.00	\$700.00
93	Air Relief Valve Assembly, New	EA	1	\$3,486.00	\$3,486.00	\$4,300.00	\$4,300.00	\$5,365.84	\$5,365.84	\$5,600.00	\$5,600.00	\$3,685.00	\$3,685.00	\$1,786.00	\$1,786.00	\$4,037.14	\$2,500.00	\$2,500.00
94	Air Relief Valve Assembly, Adjustment	EA	1	\$1,492.00	\$1,492.00	\$800.00	\$800.00	\$1,154.82	\$1,154.82	\$1,500.00	\$1,500.00	\$1,542.00	\$1,542.00	\$607.00	\$607.00	\$1,182.64	\$1,200.00	\$1,200.00
95	Fire Hydrant Assembly New	EA	1	\$4,302.00	\$4,302.00	\$4,500.00	\$4,500.00	\$4,347.17	\$4,347.17	\$3,600.00	\$3,600.00	\$3,653.00	\$3,653.00	\$4,250.75	\$4,250.75	\$4,108.82	\$4,000.00	\$4,000.00
96	Fire Hydrant Assembly Adjustment	EA	2	\$3,240.00	\$6,480.00	\$1,050.00	\$2,100.00	\$1,314.31	\$2,628.62	\$1,000.00	\$2,000.00	\$1,153.00	\$2,306.00	\$1,550.00	\$3,100.00	\$1,551.22	\$1,000.00	\$2,000.00
97	Fire Hydrant Assembly Relocation	EA	5	\$4,302.00	\$21,510.00	\$2,000.00	\$10,000.00	\$3,436.45	\$17,182.25	\$2,500.00	\$12,500.00	\$2,017.00	\$10,085.00	\$1,487.25	\$7,436.25	\$2,623.78	\$2,000.00	\$10,000.00
98	Pipe Encasement	LF	35	\$96.00	\$3,360.00	\$110.00	\$3,850.00	\$153.99	\$5,389.65	\$100.00	\$3,500.00	\$202.00	\$7,070.00	\$65.00	\$2,275.00	\$121.17	\$150.00	\$5,250.00
99	12" Water Casing with Insulation	LF	159	\$113.00	\$17,967.00	\$80.00	\$12,720.00	\$137.35	\$21,838.65	\$175.00	\$27,825.00	\$87.00	\$13,833.00	\$21.50	\$3,418.50	\$102.31	\$150.00	\$23,850.00
<b>Ward Road Improvements</b>					<b>\$3,830,547.90</b>		<b>\$3,968,197.48</b>		<b>\$4,389,138.66</b>		<b>\$4,405,616.12</b>		<b>\$4,508,368.31</b>		<b>\$4,697,407.25</b>			<b>\$4,887,319.00</b>
100	8" PVC C-900, DR18	LF	2760	\$33.00	\$91,080.00	\$31.00	\$85,560.00	\$34.86	\$96,213.60	\$46.00	\$126,960.00	\$42.10	\$116,196.00	\$43.00	\$118,680.00	\$38.33	\$50.00	\$138,000.00
101	8" Restrained Joint C900	LF	60	\$56.00	\$3,360.00	\$40.00	\$2,400.00	\$85.02	\$5,101.20	\$40.00	\$2,400.00	\$69.00	\$4,140.00	\$51.00	\$3,060.00	\$56.84	\$80.00	\$4,800.00
102	Locator Wire	LF	2820	\$0.16	\$451.20	\$0.50	\$1,410.00	\$4.40	\$12,408.00	\$0.50	\$1,410.00	\$0.15	\$423.00	\$0.50	\$1,410.00	\$1.04	\$0.50	\$1,410.00
103	Relocate and Reconnect Service	EA	4	\$1,678.00	\$6,712.00	\$800.00	\$3,200.00	\$1,400.09	\$5,600.36	\$2,000.00	\$8,000.00	\$1,945.00	\$7,780.00	\$804.50	\$3,218.00	\$1,437.93	\$800.00	\$3,200.00
104	Service Reconnection	EA	10	\$822.00	\$8,220.00	\$800.00	\$8,000.00	\$643.03	\$6,430.30	\$1,100.00	\$11,000.00	\$1,167.00	\$11,670.00	\$806.75	\$8,067.50	\$889.80	\$500.00	\$5,000.00
105	Connect to existing 8-inch waterline (3a)	LS	1	\$3,543.00	\$3,543.00	\$3,000.00	\$3,000.00	\$5,888.60	\$5,888.60	\$4,500.00	\$4,500.00	\$3,809.00	\$3,809.00	\$7,130.00	\$7,130.00	\$4,645.10	\$3,000.00	\$3,000.00
106	Connect to existing 4-inch waterline (4a)	LS	1	\$6,181.00	\$6,181.00	\$2,000.00	\$2,000.00	\$8,599.00	\$8,599.00	\$6,000.00	\$6,000.00	\$4,703.00	\$4,703.00	\$7,875.00	\$7,875.00	\$5,893.00	\$2,000.00	\$2,000.00
107	Connect to existing 2-inch waterline (6a)	LS	1	\$7,069.00	\$7,069.00	\$1,000.00	\$1,000.00	\$12,233.15	\$12,233.15	\$5,800.00	\$5,800.00	\$3,773.00	\$3,773.00	\$17,000.00	\$17,000.00	\$7,812.53	\$1,500.00	\$1,500.00
108	Connect to existing 6-inch waterline (6b)	LS	1	\$11,319.00	\$11,319.00	\$2,500.00	\$2,500.00	\$10,268.81	\$10,268.81	\$10,000.00	\$10,000.00	\$6,582.00	\$6,582.00	\$16,000.00	\$16,000.00	\$9,444.97	\$2,500.00	\$2,500.00
109	160th St. Crossing (Open/Cut and Case)	LF	40	\$93.00	\$3,720.00	\$170.00	\$6,800.00	\$238.80	\$9,552.00	\$150.00	\$6,000.00	\$100.00	\$4,000.00	\$80.00	\$3,200.00	\$138.63	\$125.00	\$5,000.00
110	Cut, Cap, and Block	LS	5	\$948.00	\$4,740.00	\$400.00	\$2,000.00	\$952.87	\$4,764.35	\$500.00	\$2,500.00	\$820.00	\$4,100.00	\$256.00	\$1,280.00	\$646.15	\$500.00	\$2,500.00
111	12" PVC Casing	LF	40	\$70.00	\$2,800.00	\$170.00	\$6,800.00	\$115.12	\$4,604.80	\$140.00	\$5,600.00	\$54.00	\$2,160.00	\$11.00	\$440.00	\$93.35	\$100.00	\$4,000.00
<b>Ward Road Waterline Relocation (P.W.S.D. #3, Cass County, Missouri)</b>					<b>\$149,195.20</b>		<b>\$124,670.00</b>		<b>\$181,664.17</b>		<b>\$190,170.00</b>		<b>\$169,336.00</b>		<b>\$187,360.50</b>			<b>\$172,910.00</b>

## Packet Information

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**File #:** TMP-0975, **Version:** 1

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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

Issue/Request:

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

Key Issues:

- Traffic conditions at Woods Chapel Road and NE Channel Drive met several traffic signal warrants in March 2017
- This signal project was authorized in the FY 2018 Capital Improvement Plan (CIP) adopted by Council in June of 2017
- The project will be funded from the permanent Transportation Sales Tax adopted in 1992

Proposed Committee Motion:

I move to recommend to the City Council approval of 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

Background:

The existing intersection meets standard traffic signal warrant criteria, based on a study performed by staff in March 2017. The project will construct a new signal at the intersection of Woods Chapel Road and NE Channel Drive/NE Woods Court. The new signal will include pedestrian accommodations, such as actuated push buttons and pedestrian signals, overhead vehicular signals, vehicle detection and traffic signal interconnect. Existing sidewalk curb ramps will also be upgraded for ADA compliance. Planned lane configuration changes will also provide left turn lanes in coordination with the Pavement Management Program.

The construction can start in October. The work will first install underground conduits, pole base foundations and curb ramps. Local steel fabricators have a significant backlog of work, so fabricating the steel poles and mast arms may take 4 to 6 months. This extended time may delay the pole installation until late winter/early spring depending on weather conditions.



This project was previously bid and received only one responsive bid that exceeded the project budget. Those bids included installing fiber optic cable to interconnect with the signal with the Woods Chapel and Independence signal. The project plans were changed to use a wireless interconnect. The project still only received one bid, which is not uncommon for signal work. Traffic signal work is somewhat specialized. There are very few contractors in the KC Metro area that do the work, all currently very busy, and contractors from outside the area have not traveled to bid in this market.

Impact/Analysis:

The addition of a signal at this location will help increase safety at this location by reducing the number and severity of right angle crashes and provide added safety for pedestrians crossing at the intersection.

Timeline:

Start: October 2018

Finish: December 2018/March 2019

Other Information/Unique Characteristics:

The Public Works Department issued Bid No. 479-324-72 Woods Chapel and NE Channel Drive Signal on June 21, 2018. The projects Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. A Pre-bid conference was held on June 26, 2018. No contractors attended the pre-bid conference. One bid was received by the July 19, 2018 bid opening date. The bid was evaluated, and City Staff determined Capital Electric Line Builders Inc. to be the lowest and best responsive bidder.

Erin Ralovo, Staff Engineer

Recommendation: Staff recommends approval of 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

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO.**

---

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

WHEREAS, the Woods Chapel and NE Channel Drive Signal project was authorized by City Council as part of FY 2018 Capital Improvement Plan (CIP); and,

WHEREAS, traffic conditions at Woods Chapel Road and NE Channel Drive met several traffic signal warrants in March 2017;

WHEREAS, this signal project was authorized in the FY 2018 Capital Improvement Plan (CIP) adopted by Council in June of 2017;

WHEREAS, the project will be funded from the permanent Transportation Sales Tax adopted in 1992; and,

WHEREAS, the project went through a successful bidding process and a qualifying bid was received within the project budget and staff recommends approval.

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

SECTION 1. That award of bid no. 479-324-72 by and between the City of Lee's Summit, Missouri and Capital Electric Line Builders Inc., generally for the purpose of constructing the Woods Chapel and NE Channel Drive Signal Project, and an agreement for same, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved.

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

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

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

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

ATTEST:

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

**BILL NO.**

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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:

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



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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

And

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

THIS AGREEMENT is by and between \_\_\_\_\_ City of Lee's Summit, Missouri \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ Capital Electric Line Builders Inc. \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

BASE BID : The installation of a permanent signal at the intersection of Woods Chapel and Channel Drive with signal interconnect to NE Ralph Powel Rd. The new signal will include pedestrian accommodations (actuated push buttons and pedestrian signal indications), overhead vehicular indications, and vehicle detection. Existing sidewalk curb ramps will also be replaced for ADA compliance.

ALTERNATE BID 1: Installation of Fiber interconnect between the cabinets at the intersections of Woods Chapel at Ralph Powell, Woods Chapel at Independence Ave and Woods Chapel and Channel Drive.

**ARTICLE 2 – THE PROJECT**

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

Woods Chapel and NE Channel Drive Signal (479-32-472)

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

#### 4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work within the Base Bid will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.
- B. If the owner elects to award the Alternate Bid 1, the Work within the Base Bid Plus the Alternate Bid will be substantially complete within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$700 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$700 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

### **ARTICLE 5 – CONTRACT PRICE**

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

**BASE BID UNIT PRICE WORK**

Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	ADA Ramp, Type A	EA	2	\$2919.86	\$5839.72
2	ADA Ramp, Type B	EA	2	\$4732.49	\$9464.98
3	Base Type B10, Traffic Signal Pole	EA	1	\$7427.88	\$7427.88
4	Base Type B13, Traffic Signal Pole	EA	3	\$6754.48	\$20263.44
5	Base Type EV, Traffic Signal Controller	EA	1	\$3177.72	\$3177.72
6	Base, Power Supply	EA	1	\$2331.87	\$2331.87
7	Cable, 2c #8 AWG Lighting	LF	476	\$3.04	\$1447.04
8	Cable, 2c #14 AWG Control	LF	812	\$1.35	\$1096.20
9	Cable, 3c #6 AWG Power	LF	107	\$5.63	\$602.41
10	Cable, 3c #8 AWG Power	LF	220	\$4.55	\$1001.00
11	Cable, 7c #14 AWG Control	LF	1,328	\$2.15	\$2855.20
12	Cable, m-138 Opticom Cable	LF	520	\$2.75	\$1430.00
13	Cable, Coax Video Communications Cable	LF	528	\$4.01	\$2117.28
14	Conduit, 3" HDPE (Grey)	LF	31	\$22.49	\$697.19
15	Conduit, 4" HDPE (Grey)	LF	228	\$34.29	\$7818.12
16	Demolition and Removal	LS	1	\$6994.45	\$6994.45
17	Emergency Vehicle Detection System	LS	1	\$8744.13	\$8744.13
18	Erosion Control – Curb Inlet Check	EA	3	\$649.29	\$1947.87
19	Integral Sidewalk Retaining Wall	SY	9	\$598.39	\$5385.51
20	Luminaire, 7500 Lumen LED Cobrahead	EA	4	\$733.30	\$2933.20
21	Mobilization	LS	1	\$14332.13	\$14332.13
22	Pole, Traffic Signal, 28' Mast Arm	EA	1	\$9547.64	\$9547.64
23	Pole, Traffic Signal, 34' Mast Arm	EA	1	\$9922.01	\$9922.01
24	Pole, Traffic Signal, 36' Mast Arm	EA	1	\$12200.75	\$12200.75
25	Pole, Traffic Signal, 42' Mast Arm	EA	1	\$13521.83	\$13521.83
26	Power Supply Assembly	EA	1	\$5286.52	\$5286.52
27	Pull Box, Class 1	EA	3	\$1610.53	\$4831.59
28	Pull Box, Class 2	EA	1	\$1819.18	\$1819.18
29	Pushbutton Detectors	EA	8	\$302.72	\$2421.76
30	Radio, Subscriber Unit	EA	4	\$1779.65	\$7118.60
31	Radio, Access Unit	EA	2	\$2848.95	\$5697.90
32	Sidewalk, 4" Concrete	SY	17	\$160.52	\$2728.84
33	Temporary Traffic Control	LS	1	\$8522.25	\$8522.25
34	Traffic Signal Controller Assembly	EA	1	\$14060.61	\$14060.61
35	Traffic Signal Head, Type A	EA	8	\$865.21	\$6921.68
36	Traffic Signal Head, Type H	EA	2	\$1445.80	\$2891.60
37	Traffic Signal Head, Type M	EA	8	\$710.95	\$5687.60
38	Traffic Signs, Permanent	SF	105.2	\$36.13	\$3800.88
39	Video Detection System (Complete)	LS	1	\$13436.23	\$13436.23
40	Wire, 1c #6 Bare Copper Ground	LF	354	\$1.52	\$538.08
<b>Total of Base Bid Prices</b>					<b>\$238,862.89</b>

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

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

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

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

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

## ARTICLE 7 – INTEREST

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

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 9, inclusive).
  2. Performance bond (pages 1 to 3, inclusive).
  3. Payment bond (pages 1 to 3, inclusive).
  4. General Conditions (pages 1 to 72, inclusive).
  5. Supplementary Conditions (pages 1 to 5, inclusive).
  6. Specifications as listed in the table of contents of the Project Manual.
  7. Drawings consisting of 26 sheets with each sheet bearing the following general title: WOODS CHAPEL AND NE CHANNEL DR SIGNAL.
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 37, inclusive).
  9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

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



#### 10.02 *Assignment of Contract*

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

#### 10.03 *Successors and Assigns*

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

#### 10.04 *Severability*

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

#### 10.05 *Contractor's Certifications*

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

10.06 *Other Provisions*

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

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

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

OWNER:

CONTRACTOR

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

Capital Electric Line Builders Inc \_\_\_\_\_

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

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

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

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

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

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

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

Title: Assistant City Attorney \_\_\_\_\_

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

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

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

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

(Where applicable)

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

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

Woods Chapel and NE Channel Dr Signal (#5811491)

Owner: City of Lee's Summit, MO

Solicitor: City of Lee's Summit, MO

07/19/2018 10:00 AM CDT

Line Item	Item Code	Item Description	Units	Quantity	Engineer Estimate		Capital Electric Line Builders, Inc.	
					Unit Price	Extension	Unit Price	Extension
1	1	ADA Ramp, Type A	EA	2	\$2,922.50	\$5,845.00	\$2,919.86	\$5,839.72
2	2	ADA Ramp, Type B	EA	2	\$2,691.95	\$5,383.90	\$4,732.49	\$9,464.98
3	3	Base Type B10, Traffic Signal Pole	EA	1	\$4,000.00	\$4,000.00	\$7,427.88	\$7,427.88
4	4	Base Type B13, Traffic Signal Pole	EA	3	\$4,593.95	\$13,781.85	\$6,754.48	\$20,263.44
5	5	Base Type EV, Traffic Signal Controller	EA	1	\$2,330.88	\$2,330.88	\$3,177.72	\$3,177.72
6	6	Base, Power Supply	EA	1	\$1,407.07	\$1,407.07	\$2,331.87	\$2,331.87
7	7	Cable, 2c #8 AWG Lighting	LF	476	\$3.03	\$1,442.28	\$3.04	\$1,447.04
8	8	Cable, 2c #14 AWG Control	LF	812	\$1.43	\$1,161.16	\$1.35	\$1,096.20
9	9	Cable, 3c #6 AWG Power	LF	107	\$6.90	\$738.30	\$5.63	\$602.41
10	10	Cable, 3c #8 AWG Power	LF	220	\$6.09	\$1,339.80	\$4.55	\$1,001.00
11	11	Cable, 7c #14 AWG Control	LF	1328	\$2.14	\$2,841.92	\$2.15	\$2,855.20
12	12	Cable, m-138 Opticom Cable	LF	520	\$1.86	\$967.20	\$2.75	\$1,430.00
13	13	Cable, Coax Video Communications Cable	LF	528	\$2.23	\$1,177.44	\$4.01	\$2,117.28
14	14	Conduit, 3" HDPE (Grey)	LF	31	\$23.39	\$725.09	\$22.49	\$697.19
15	15	Conduit, 4" HDPE (Grey)	LF	228	\$24.28	\$5,535.84	\$34.29	\$7,818.12
16	16	Demolition and Removal	LS	1	\$5,600.00	\$5,600.00	\$6,994.45	\$6,994.45
17	17	Emergency Vehicle Detection System	LS	1	\$7,133.07	\$7,133.07	\$8,744.13	\$8,744.13
18	18	Erosion Control - Curb Inlet Check	EA	3	\$76.30	\$228.90	\$649.29	\$1,947.87
19	19	Integral Sidewalk Retaining Wall	SY	9	\$646.32	\$5,816.88	\$598.39	\$5,385.51
20	20	Luminaire, 7500 Lumen LED Cobrahead	EA	4	\$608.27	\$2,433.08	\$733.30	\$2,933.20
21	21	Mobilization	LS	1	\$18,491.90	\$18,491.90	\$14,332.13	\$14,332.13
22	22	Pole, Traffic Signal, 28' Mast Arm	EA	1	\$10,000.00	\$10,000.00	\$9,547.64	\$9,547.64
23	23	Pole, Traffic Signal, 34' Mast Arm	EA	1	\$10,346.50	\$10,346.50	\$9,922.01	\$9,922.01
24	24	Pole, Traffic Signal, 36' Mast Arm	EA	1	\$9,674.19	\$9,674.19	\$12,200.75	\$12,200.75
25	25	Pole, Traffic Signal, 42' Mast Arm	EA	1	\$10,864.75	\$10,864.75	\$13,521.83	\$13,521.83
26	26	Power Supply Assembly	EA	1	\$2,975.19	\$2,975.19	\$5,286.52	\$5,286.52
27	27	Pull Box, Class 1	EA	3	\$1,207.88	\$3,623.64	\$1,610.53	\$4,831.59
28	28	Pull Box, Class 2	EA	1	\$1,421.59	\$1,421.59	\$1,819.18	\$1,819.18

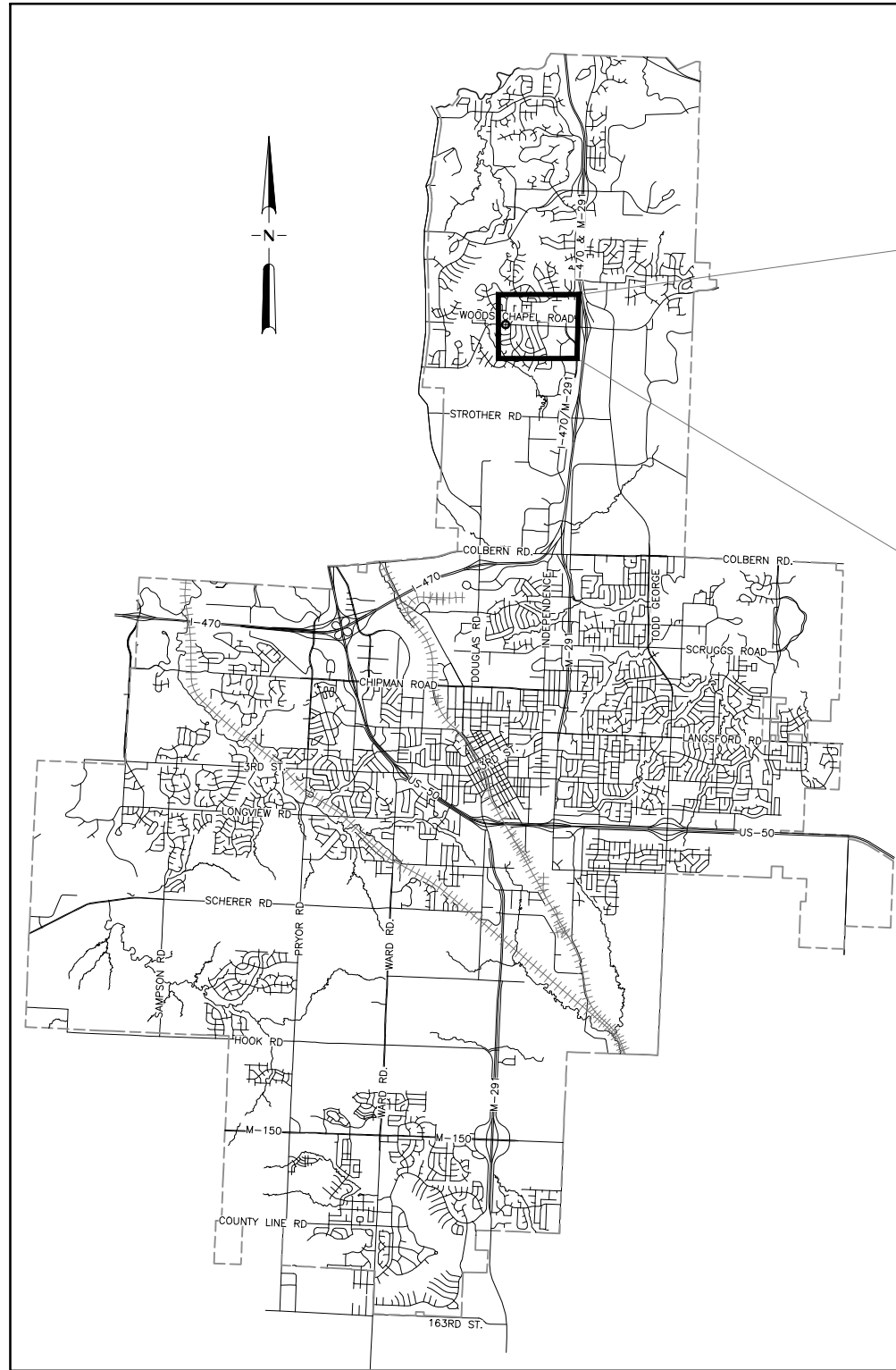
29	29	Pushbutton Detectors	EA	8	\$242.01	\$1,936.08	\$302.72	\$2,421.76
30	30	Radio, Subscriber unit	Ea	4	\$2,000.00	\$8,000.00	\$1,779.65	\$7,118.60
31	31	Radio, Access Unit	Ea	2	\$4,000.00	\$8,000.00	\$2,848.95	\$5,697.90
32	32	Sidewalk, 4" Concrete	SY	17	\$100.20	\$1,703.40	\$160.52	\$2,728.84
33	33	Temporary Traffic Control	LS	1	\$10,757.51	\$10,757.51	\$8,522.25	\$8,522.25
34	34	Traffic Signal Controller Assembly	EA	1	\$10,757.51	\$10,757.51	\$14,060.61	\$14,060.61
35	35	Traffic Signal Head, Type A	EA	8	\$854.18	\$6,833.44	\$865.21	\$6,921.68
36	36	Traffic Signal Head, Type H	EA	2	\$1,331.73	\$2,663.46	\$1,445.80	\$2,891.60
37	37	Traffic Signal Head, Type M	EA	8	\$644.90	\$5,159.20	\$710.95	\$5,687.60
38	38	Traffic Signs, Permanent	SF	105.2	\$61.09	\$6,426.67	\$36.13	\$3,800.88
39	39	Video Detection System (Complete)	LS	1	\$28,529.00	\$28,529.00	\$13,436.23	\$13,436.23
40	40	Wire, 1c #6 Bare Copper Ground	LF	354	\$1.42	\$502.68	\$1.52	\$538.08
Section A- Woods Chapel and NE Channel Dr Signal					\$228,556.37		\$238,862.89	

# WOODS CHAPEL AND NE CHANNEL DR SIGNAL

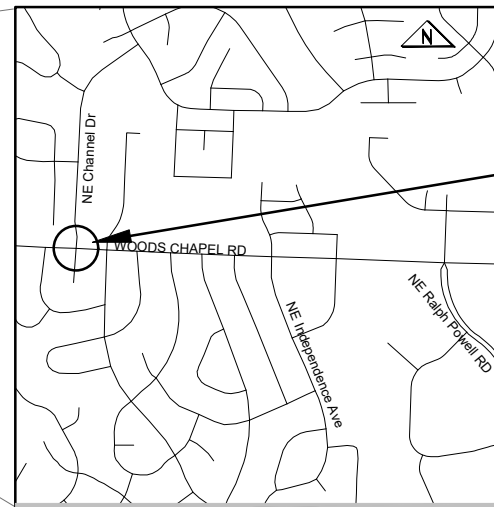
## WOODS CHAPEL AT NE CHANNEL DR/NE WOODS CT

### CITY OF LEE'S SUMMIT, MISSOURI

**2018**  
**BID NO. 479-324-72**



CITY MAP



**PROJECT LOCATION**  
Woods Chapel and  
NE Channel Dr/ NE Woods Court

**STREET CLASSIFICATION**  
**Woods Chapel = MINOR ARTERIAL**  
**Channel Dr = RESIDENTIAL COLLECTOR**  
**Current ADT**  
**Woods Chapel = 8,700**  
**Channel Drive = 1,800**  
**Design Speed = 35 MPH (Both)**  
**Posted Speed = 35 MPH (Both)**

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#### UTILITY COMPANIES

BEFORE EXCAVATING CALL: 1 (800) DIG-RITE

<b>WATER &amp; WASTEWATER</b>	LEE'S SUMMIT WATER UTILITIES (816) 969-1940 1200 SE HAMBLEN RD. LEE'S SUMMIT, MO 64063	<b>CABLE</b>	COMCAST JOHN MEADOWS (816) 918-3088 3400 NW DUNCAN RD. BLUE SPRINGS, MO 64015 John_Meadows@comcast.com
<b>STREETS &amp; STORMWATER</b>	PUBLIC WORKS OPERATIONS DIVISION (816) 969-1870 1971 SE HAMBLEN RD. LEE'S SUMMIT, MO 64082		GOOGLE FIBER ANDREA SAKLA (415) 736-9962 908 BROADWAY BLVD. KANSAS CITY, MO 64105 kc-google-uc@google.com
<b>GAS</b>	Spire Energy JON HARREL (816) 969-2298 3025 SE CLOVER DR. LEE'S SUMMIT, MO 64082 jon.harrel@spireenergy.com		TIME WARNER (816) 401-3573 TROY PREWITT, STEVE BAXTER 8221 WEST 119TH STREET OVERLAND PARK, KS 66213 Troy.Prewitt@charter.com steven.baxter@charter.com
<b>ELECTRICITY</b>	KCP&L DOUG DAVIN (816) 347-4320 401 SE BAILEY RD. LEE'S SUMMIT, MO 64081 Doug.Davin@kcpl.com	<b>SCHOOLS</b>	BLUE SPRINGS R-IV SCHOOL DISTRICT TRANSPORTATION RICK JOHNSON (816) 874-3772
<b>TELEPHONE</b>	AT&T RONALD GIPFERT (816) 275-1550 500 East 8th Street, Room 1152 Kansas City, MO 64106 RG7910@att.com		

**NOTE:**  
KNOWN UNDERGROUND UTILITIES IN THE VICINITY OF THE WORK ARE SHOWN ON THESE PLANS, ALTHOUGH OTHERS MAY EXIST. THE LOCATIONS SHOWN ARE BELIEVED TO BE REASONABLY CORRECT. BEFORE STARTING WORK, THE CONTRACTOR SHALL GIVE NOTICE TO AND OBTAIN INFORMATION FROM EACH OWNER AND OPERATOR OF EXISTING UNDERGROUND FACILITIES IN ACCORDANCE WITH THE MISSOURI UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION STATUTE (RSMO CHAPTER 319.015 - 319.050).



PUBLIC WORKS ENGINEERING DIVISION | 220 SE GREEN STREET | LEE'S SUMMIT, MO 64063

## Packet Information

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**File #:** TMP-0974, **Version:** 1

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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.

Issue/Request:

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.

Key Issues:

- The project involves the replacement of approximately 3,300 feet of sanitary sewer trunk line, 13 precast manholes of various sizes and depths, and all associated appurtenances in the Cedar Creek Watershed.
- The project was designed by Burns & McDonnell Engineering Company, Inc.
- The project is funded by the Sewer Tap Fund and the Sewer Construction Fund.
- On July 2, 2018, City staff advertised the Invitation to Bid on the City's website. Bidding closed at 3:00 p.m. on July 25, 2018. All bids duly received were opened publicly and read aloud in City Hall in the Howard A Conference Room.
- Beemer Construction Company, Inc. was the low bidder, and meets all of the City's qualifications for award of the project.

Proposed Committee Motion:

I move to recommend to the City Council approval of 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.

Background:

The project involves the replacement of approximately 3,300 feet of sanitary sewer trunk line in the Cedar Creek Watershed including stream restoration. The existing sanitary sewer lines do not have the capacity to convey the predicted wet-weather flows nor meet the future needs of development in the Cedar Creek sub-basins CC-03 and CC-04. The condition of the pipe is a concern and several manholes are presently located in the stream bed. In the past two years, there has been one documented overflow and one repair made to a broken pipe along this trunk line.

The total project budget is \$1,600,000 funded from the Sewer Tap Fund (\$565,000) and the Sewer Construction Fund (\$1,035,000). Beemer Construction Company's bid is less than Burns & McDonnell's

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**File #:** TMP-0974, **Version:** 1

---

Engineering Estimate of \$1,421,000. Based on reviews performed by Burns & McDonnell and City staff, it is our recommendation to award the construction contract for the Winterset Woods & Sterling Hills Trunk Sewer Main project to Beemer Construction Company, Inc.

Impact/Analysis:

Timeline:

Start: October 2018

Finish: May 2019

Other Information/Unique Characteristics:

Jeff Thorn - Water Utilities/Assistant Director of Engineering Services

Recommendation: Staff recommends approval of 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.

Committee Recommendation: [Enter Committee Recommendation text Here]



BILL NO.

ORDINANCE NO.

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.

WHEREAS, the project involves the replacement of approximately 3,300 feet of sanitary sewer trunk line, 13 precast manholes of various sizes and depths, and all associated appurtenances in the Cedar Creek Watershed; and,

WHEREAS, the project was designed by Burns & McDonnell Engineering Company, Inc.; and,

WHEREAS, the project is funded by the Sewer Tap Fund and the Sewer Construction Fund; and,

WHEREAS, on July 2, 2018, City staff advertised the Invitation to Bid on the City's website. Bidding closed at 3:00 p.m. on July 25, 2018. All bids duly received were opened publicly and read aloud in City Hall in the Howard A Conference Room; and

WHEREAS, Beemer Construction Company, Inc. was the low bidder, and meets all of the City's qualifications for award of the project.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the award of bid no. 19631583 for Winterset Woods & Sterling Hills Trunk Sewer Main to Beemer Construction Company, Inc., in the amount of \$1,174,488.00.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with Beemer Construction Company, Inc. for the services contained in bid no. 19631583, generally for, Winterset Woods & Sterling Hills Trunk Sewer Main in the amount of \$1,174,488.00, said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

ATTEST:

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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1420 King Street, Alexandria, VA 22314-2794  
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American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

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

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

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

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

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

Construction of approximately 122 LF of 8” diameter, 1,842 LF of 15” diameter, 1,281 LF of 18” diameter, and 41 LF of 24” diameter sanitary sewer, 13 precast manholes of various sizes and depths, and all associated appurtenances.

**ARTICLE 2 – THE PROJECT**

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

Winterset Woods & Sterling Hills Trunk Sewer Main

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Burns & McDonnell Engineering Company, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 240 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,100.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney’s fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner’s personnel.

**ARTICLE 5 – CONTRACT PRICE**

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

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$55,000.00	\$55,000.00
2	Clearing and Grubbing	LS	1	\$97,770.30	\$97,770.30
3	Demolition and Removal	LS	1	\$24,000.00	\$24,000.00
4	Pothole Excavation of Existing Water Line and Sanitary Sewer Casing Pipe	EA	2	\$1,340.00	\$2,680.00
5	Sanitary Sewer Pipe – 8” SDR 26 PVC	LF	122	\$100.00	\$12,200.00
6	Sanitary Sewer Pipe – 15” SDR 26 PVC	LF	1,842	\$119.00	\$219,198.00
7	Sanitary Sewer Pipe – 18” SDR 26 PVC	LF	1,281	\$139.00	\$178,059.00
8	Sanitary Sewer Pipe – 24” SDR 26 PVC	LF	41	\$160.00	\$6,560.00
9	Sanitary Sewer Structure – 4’ Dia. Pre-cast Concrete Manhole	EA	11	\$2,875.00	\$31,625.00
10	Sanitary Sewer Structure – 5’ Dia. Pre-cast Concrete Manhole	EA	2	\$5,075.00	\$10,150.00
11	Sanitary Sewer Structure - Manhole Outside Drop Connection	EA	3	\$2,610.00	\$7,830.00

12	Existing 12" Carrier Pipe Removal and Existing 36" Steel Casing Pipe Cleaning	LF	130	\$115.40	\$15,002.00
13	Casing Spacers - 18" Pipe and End Seals on Existing 36" Casing	LS	1	\$4,930.00	\$4,930.00
14	Encasement - Standard	LF	465	\$144.00	\$66,960.00
15	Encasement – Special Grade Control	LF	667	\$175.50	\$117,058.50
16	Stream Bank Stabilization and Restoration	LF	1,825	\$124.00	\$226,300.00
17	Seed	AC	8	\$3,245.00	\$25,960.00
18	Temporary Stream Crossings	EA	5	\$8,250.00	\$41,250.00
19	Driveways – Gravel Residential	SY	2,053	\$3.40	\$6,980.20
20	Erosion Control	LF	1,665	\$15.00	\$24,975.00
Total of all Bid Prices (Unit Price Work)					\$1,174,488.00

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

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

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

### 6.02 Progress Payments; Retainage

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

~~and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

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

## **ARTICLE 7 – INTEREST**

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

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

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."



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

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - a. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 5. General Conditions (pages 1 to 66, inclusive).
  - 6. Supplementary Conditions (pages 1 to 6, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.
  8. Drawings consisting of 31 sheets with each sheet bearing the following general title: Winterset Woods & Sterling Hills Trunk Sewer Main.
  9. Addenda (numbers    to   , inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award (pages    to   , inclusive).
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages    to   , inclusive).
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### *10.01 Terms*

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

### *10.02 Assignment of Contract*

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

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

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

### 10.05 *Contractor's Certifications*

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

### 10.06 *Other Provisions*

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

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

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

OWNER:

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

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

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

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

Title: Chief Counsel of Management and Operations \_\_\_\_\_

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

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

CONTRACTOR

Beemer Construction Co., Inc. \_\_\_\_\_

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

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

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

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

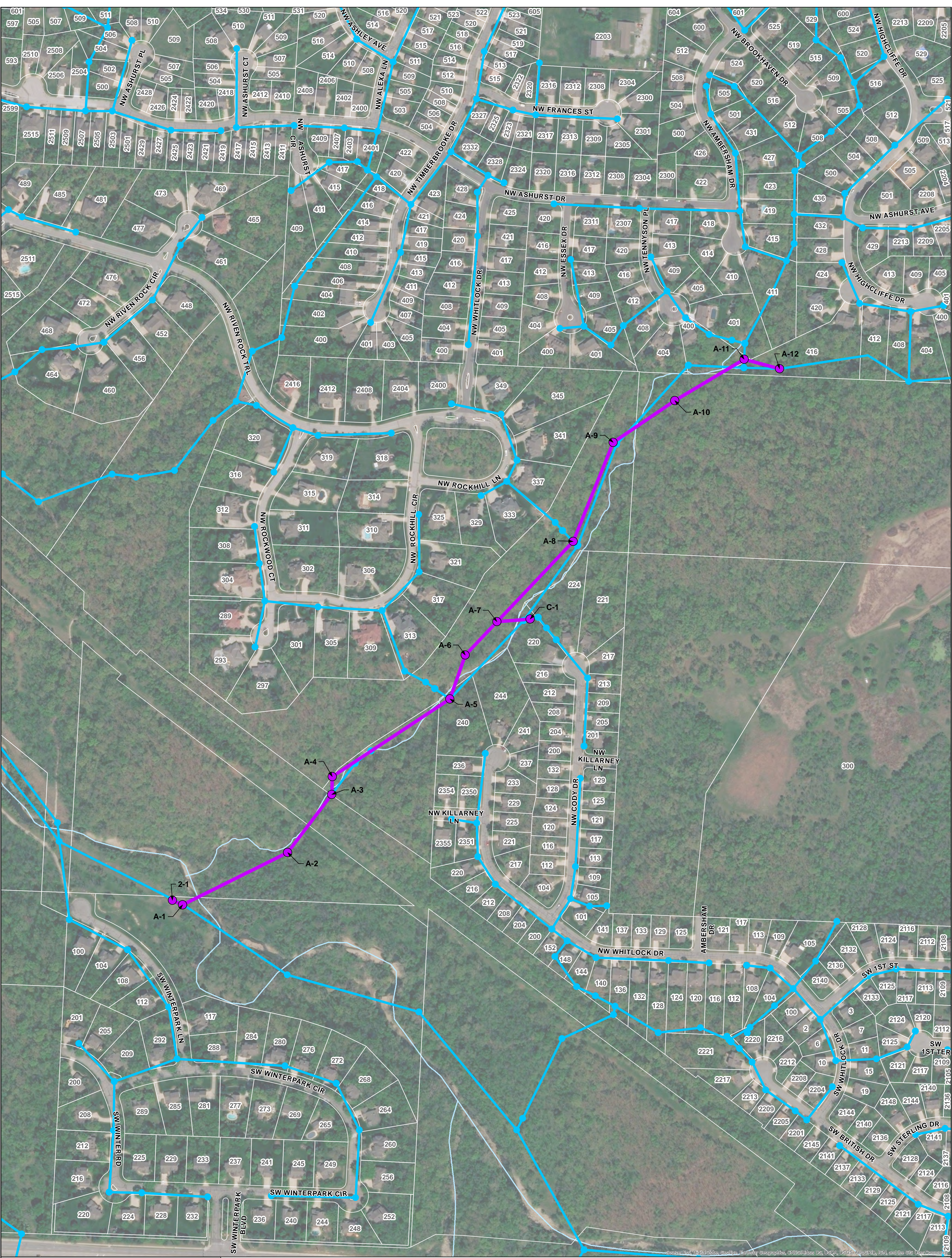
Title: \_\_\_\_\_

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

License No.: \_\_\_\_\_  
(Where applicable)

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



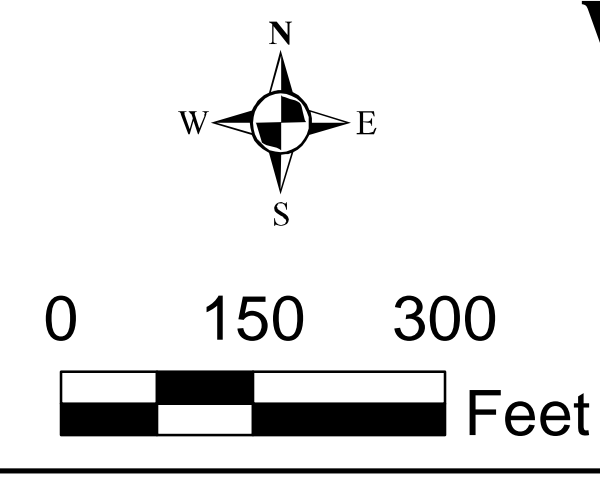


- Legend**
- PROPOSED MANHOLE
  - PROPOSED SEWER
  - EXISTING MANHOLE
  - EXISTING SEWER
  - ~ STREAM
  - PROPERTY LINES

# TRUNK SEWER MAIN LAYOUT MAP

APRIL 4, 2018

## CITY OF LEE'S SUMMIT, MISSOURI WINTERSET WOODS AND STERLING HILLS TRUNK SEWER MAIN



NOTE: LOCATION OF EXISTING RIGHT-OF-WAY AND PROPERTY LINES (SHOWN IN WHITE) ON THIS EXHIBIT ARE BELIEVED TO BE REASONABLY CORRECT, BUT DO NOT PURPORT TO BE ABSOLUTELY SO.





Winterset Woods/Sterling Hills Sewer (#5833733)  
 Owner: City of Lee's Summit, MO

Solicitor: City of Lee's Summit, MO  
 07/25/2018 03:00 PM CDT

APPARENT BID  
 WINNER

Line Item	Item Description	UoM	Quantity	Engineer Estimate		Beemer Construction Co.		Site Rite Construction Co.		Redford Construction Inc.		Wiedenmann Inc.		KAT Excavation, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$140,000.00	\$140,000.00	\$55,000.00	\$55,000.00	\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00	\$210,000.00	\$210,000.00	\$286,730.00	\$286,730.00
2	Clearing and Grubbing	LS	1	\$75,000.00	\$75,000.00	\$97,770.30	\$97,770.30	\$140,000.00	\$140,000.00	\$80,000.00	\$80,000.00	\$82,000.00	\$82,000.00	\$57,200.00	\$57,200.00
3	Demolition and Removal	LS	1	\$45,000.00	\$45,000.00	\$24,000.00	\$24,000.00	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$33,480.00	\$33,480.00
4	Pothole Excavation of Existing Water Line and Sanitary Sewer Casing Pipe	EA	2	\$2,500.00	\$5,000.00	\$1,340.00	\$2,680.00	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00	\$10,000.00	\$20,000.00	\$2,750.00	\$5,500.00
5	Sanitary Sewer Pipe - 8" SDR 26 PVC	LF	122	\$95.00	\$11,590.00	\$100.00	\$12,200.00	\$80.00	\$9,760.00	\$150.00	\$18,300.00	\$88.00	\$10,736.00	\$112.00	\$13,664.00
6	Sanitary Sewer Pipe - 15" SDR 26 PVC	LF	1842	\$135.00	\$248,670.00	\$119.00	\$219,198.00	\$88.00	\$162,096.00	\$175.00	\$322,350.00	\$90.00	\$165,780.00	\$124.00	\$228,408.00
7	Sanitary Sewer Pipe - 18" SDR 26 PVC	LF	1281	\$155.00	\$198,555.00	\$139.00	\$178,059.00	\$96.00	\$122,976.00	\$185.00	\$236,985.00	\$95.00	\$121,695.00	\$133.00	\$170,373.00
8	Sanitary Sewer Pipe - 24" SDR 26 PVC	LF	41	\$195.00	\$7,995.00	\$160.00	\$6,560.00	\$114.00	\$4,674.00	\$300.00	\$12,300.00	\$415.00	\$17,015.00	\$154.00	\$6,314.00
9	Sanitary Sewer Structure - 4' Dia. Pre-cast Concrete Manhole	EA	11	\$3,700.00	\$40,700.00	\$2,875.00	\$31,625.00	\$7,000.00	\$77,000.00	\$4,000.00	\$44,000.00	\$10,000.00	\$110,000.00	\$3,250.00	\$35,750.00
10	Sanitary Sewer Structure - 5' Dia. Pre-cast Concrete Manhole	EA	2	\$7,000.00	\$14,000.00	\$5,075.00	\$10,150.00	\$10,000.00	\$20,000.00	\$5,000.00	\$10,000.00	\$11,000.00	\$22,000.00	\$4,820.00	\$9,640.00
11	Sanitary Sewer Structure - Manhole Outside Drop Connection	EA	3	\$2,800.00	\$8,400.00	\$2,610.00	\$7,830.00	\$2,500.00	\$7,500.00	\$1,500.00	\$4,500.00	\$750.00	\$2,250.00	\$3,455.00	\$10,365.00
12	Existing 12" Carrier Pipe Removal and Existing 36" Steel Casing Pipe Cleaning	LF	130	\$130.00	\$16,900.00	\$115.40	\$15,002.00	\$250.00	\$32,500.00	\$150.00	\$19,500.00	\$200.00	\$26,000.00	\$220.00	\$28,600.00
13	Casing Spacers - 18" Pipe and End Seals on Existing 36" Casing	LS	1	\$7,550.00	\$7,550.00	\$4,930.00	\$4,930.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00	\$7,040.00	\$7,040.00
14	Encasement - Standard	LF	465	\$155.00	\$72,075.00	\$144.00	\$66,960.00	\$150.00	\$69,750.00	\$130.00	\$60,450.00	\$135.00	\$62,775.00	\$235.00	\$109,275.00
15	Encasement - Special Grade Control	LF	667	\$295.00	\$196,765.00	\$175.50	\$117,058.50	\$300.00	\$200,100.00	\$180.00	\$120,060.00	\$300.00	\$200,100.00	\$288.00	\$192,096.00
16	Stream Bank Stabilization and Restoration	LF	1825	\$145.00	\$264,625.00	\$124.00	\$226,300.00	\$100.00	\$182,500.00	\$170.00	\$310,250.00	\$130.00	\$237,250.00	\$218.00	\$397,850.00
17	Seed	AC	8	\$3,500.00	\$28,000.00	\$3,245.00	\$25,960.00	\$2,500.00	\$20,000.00	\$1,800.00	\$14,400.00	\$5,000.00	\$40,000.00	\$2,035.00	\$16,280.00
18	Temporary Creek Crossings	EA	5	\$5,500.00	\$27,500.00	\$8,250.00	\$41,250.00	\$750.00	\$3,750.00	\$2,500.00	\$12,500.00	\$8,000.00	\$40,000.00	\$4,950.00	\$24,750.00
19	Driveways - Gravel Residential	SY	2053	\$3.80	\$7,801.40	\$3.40	\$6,980.20	\$6.00	\$12,318.00	\$5.00	\$10,265.00	\$4.00	\$8,212.00	\$14.70	\$30,179.10
20	Erosion Control	LF	1665	\$2.70	\$4,495.50	\$15.00	\$24,975.00	\$6.00	\$9,990.00	\$5.00	\$8,325.00	\$18.00	\$29,970.00	\$2.80	\$4,662.00
				Bid Total:	\$1,420,621.90	Bid Total:	\$1,174,488.00	Bid Total:	\$1,198,914.00	Bid Total:	\$1,428,185.00	Bid Total:	\$1,448,283.00	Bid Total:	\$1,668,156.10

## Packet Information

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**File #:** TMP-0977, **Version:** 1

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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 a Basic Services amended not to exceed amount of \$252,468.00 and a Basic Services and Optional Services amended not to exceed amount of \$255,668.00.

Issue/Request:

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 a Basic Services amended not to exceed amount of \$252,468.00 and a Basic Services and Optional Services amended not to exceed amount of \$255,668.00.

Key Issues:

- The City and Burns & McDonnell Engineering Company, Inc. entered into an agreement dated March 16, 2017 (RFQ No. 196-31583) for professional engineering services.
- The City desires to modify the base agreement with Burns & McDonnell Engineering Company, Inc. to provide additional engineering services during construction.
- Burns & McDonnell has submitted a proposal for the amended engineering services and an estimate of the engineering costs to perform these services.
- Construction for this project is scheduled to begin October 2018.

Proposed City Council Motion:

I move to recommend to City Council 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 a Basic Services amended not to exceed amount of \$252,468.00 and a Basic Services and Optional Services amended not to exceed amount of \$255,668.00.

Background:

An agreement between the City and Burns & McDonnell Engineering Co., Inc. was executed on March 16, 2017 for professional engineering design services of the Winterset Woods & Sterling Hills Trunk Sewer Main project. Burns & McDonnell has provided the City with the Scope of Basic Services outlined in the original agreement, except for preparing post-construction record drawings for City records.

The City has advertised and is proposing to award the replacement of Winterset Woods & Sterling Hills Trunk Sewer Main to Beemer Construction Company. The Contractor will be required to submit shop drawings from fabricators and materials certifications from suppliers that must be reviewed by Burns & McDonnell to ensure conformance with the project's plans and specifications. Other engineering support during construction will include plan revisions as needed based on actual conditions in the field, reviewing change orders, answering questions related to the project design, performing site visits to review streambank stabilization and restoration requirements, and attending periodic construction progress meetings.

The total project budget of \$1,600,000, funded from the Sewer Tap Fund (\$565,000) and the Sewer Construction Fund (\$1,035,000), is adequate to provide the additional funds for the proposed professional engineering services during construction. Having appropriate engineering services during construction follows the current standards of practice for engineering and construction quality assurance.

Impact/Analysis:

Timeline:

Start: October 2018

Finish: May 2019

Other Information/Unique Characteristics:

Jeff Thorn - Water Utilities/Assistant Director of Engineering Services

Recommendation: Staff recommends approval of an ordinance authorizing the execution of Modification No. 1 to agreement dated 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 a Basic Services amended not to exceed amount of \$252,468.00 and a Basic Services and Optional Services amended not to exceed amount of \$255,668.00.

Committee Recommendation: [Enter Committee Recommendation text Here]



BILL NO.

ORDINANCE NO.

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.

WHEREAS, the City and Burns & McDonnell Engineering Company, Inc. (hereinafter "Engineer") entered into an agreement dated March 16, 2017 (RFQ No. 196-31583) for professional engineering services; and,

WHEREAS, the City intends to employ engineering services during construction for the Winterset Woods & Sterling Hills Trunk Sewer Main project; and,

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

WHEREAS, construction for this project is scheduled to begin October 2018; and

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

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

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

SECTION 1. That the agreement for professional engineering services contract by and between the City of Lee's Summit, Missouri and Burns & McDonnell Engineering Company, Inc. generally for the purpose of professional engineering services for the Winterset Woods & Sterling Hills Trunk Sewer Main project (RFQ No. 196-31583) a true and accurate copy being attached hereto and incorporated herein by reference is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

ATTEST:

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**MODIFICATION NO. 1 TO AGREEMENT  
DATED 03/16/2017 (RFQ NO. 196-31583)  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN**

**THIS MODIFICATION TO AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Lee's Summit, Missouri (hereinafter "City") and Burns & McDonnell Engineering Co., Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated 03/16/2017 (RFP No. 196-31583) for professional engineering services for Winterset Woods & Sterling Hills Trunk Sewer Main (hereinafter "Base Agreement"); and

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

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

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

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

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

Article I of the Base Agreement is hereby amended as follows:

**F. CONSTRUCTION ADMINISTRATION**

1. Manage and administer project and allocate resources to complete the project within schedule and budget limitations. Prepare and submit a monthly invoice and progress report. Each invoice shall include the purchase order number, project number, unit rates/prices, and extended totals. The progress reports shall include an updated schedule, summary of work completed, outstanding project issues, potential scope adjustments, and a comparison of work completed compared against the budgeted amount.
2. Assist City in conducting a pre-construction conference with the Contractor and all interested parties. Invite affected utilities, Winterset Homeowners Association Property Manager, and John Knox Village Head of Grounds to attend the conference. Assist the City with agenda and sign-in sheet preparation. Prepare minutes of the conference and distribute to attendees.
3. Attend monthly progress meetings with the Contractor and City. Prepare meeting minutes and distribute to attendees. Eight progress meetings are anticipated.

4. Coordinate information between and respond to inquiries from the City Resident Project Representative (RPR), Contractor, and City relative to the interpretation of the Contract Documents and other matters concerning construction. Provide assistance in resolution of disputes regarding interpretation of the Contract Drawings and Project Manual.
5. Review shop drawings, samples, construction schedule, test results and other submittals that the Contractor is required to submit in accordance with the Contract Documents, specifically Section 01116 Submittal Checklist of the Project Manual. Costs associated with review of third and subsequent submittals and substitutions are not included in this scope of services and shall be compensated for as additional services.
6. Prepare supplementary drawings and specifications as needed for clarification or amplification of the Contract Drawings. Other design changes are excluded from the scope of this task and shall be compensated for as additional services.
7. Perform one site visit to review streambank stabilization and restoration requirements and locations with the City and Contractor and one site visit to review substantially complete streambank stabilization and restoration work completed by the Contractor.
8. In accordance with the General Conditions of the Project Manual, coordinate and conduct an initial inspection, in the company of the City and the Contractor, to determine if the project is substantially complete and submit to the Contractor a list of observed items requiring completion or correction.
9. In accordance with the General Conditions of the Project Manual, coordinate and conduct an inspection, in the company of the City and the Contractor, to verify that the remaining items are completed and corrected and the project is fully complete. Provide the Engineer's certification of project completion.

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

Article IV 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 described in Article I above shall not exceed the total sum of forty-eight thousand four hundred thirty-six dollars and no cents (\$48,436.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of two hundred fifty-two thousand four hundred sixty-eight dollars and no cents (\$252,468.00).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is two hundred fifty-five thousand six hundred sixty-eight dollars and no cents (\$255,668.00).

#### **ARTICLE V COMPLETION TIME**

Paragraph E. of Article V of the Base Agreement is amended to read as follows:

**Construction Administration Services** – 270 calendar days commencing at the City's Contractor's Notice to Proceed date.

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

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

This Modification No. 1 to Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

**IN WITNESS WHEREOF**, the parties have caused this Modification to Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

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

**ENGINEER**

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

ATTEST:

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

## Packet Information

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**File #:** TMP-0979, **Version:** 1

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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.

Issue/Request:

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.

Key Issues:

- Affinis Corp. was awarded the design contract on February 10, 2016 for an original contract amount of \$533,210.00 (Ordinance No. 7807)
- Modification No. 1 included additional scope related to sidewalk connectivity along County Line Road from Ward Road to Raintree Drive, retaining wall design and layout located at Tract 92 and 93, and additional Right of Way and Easement staking.
- Modification No. 1 approved an increase in design services totaling \$9,885.00 and was less than a five percent (5%) increase to the one time design consultant contract, which was appropriately approved by the Department Director and City Manager.
- Modification No.2 requests an increase of \$61,140.00 dedicated to Construction Phase Services and is an 11.5% increase from the original contract amount.
- The revised cost of the contract will be \$604,335.00

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 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.

Background:

Construction phase services are not generally scoped during the original contract due to uncertainty with respect to the tasks that may be required by the consultant. The construction of Ward Road between County Line Road and Gore Road is expected to begin in October 2018 after approval and recommendation of the low bidder. The construction phase of the project will require Consultant review of contract submittals, conducting a pre-construction and public meeting, attendance at progress meetings, answering of questions and review of issues related to design and/or modifications during construction, and providing final As-Built drawings to the

City after final completion of the project.

Impact/Analysis:

Mark Green, PE, PTOE, Staff Engineer

Staff Recommendation: Staff recommends approval of 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.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 18-**

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AN ORDINANCE AUTHORIZING 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.

WHEREAS, City and Engineer entered into an agreement for professional engineering services with Affinis Corp. (RFQ No. 18532272-D) (Base Agreement); and,

WHEREAS, Additional Basic Services are required to be completed for the Ward Road Improvement Project during construction; and,

WHEREAS, City and Engineer desire to modify Articles I, III, and IV of the Base Agreement to provide specific services required for the Construction Phase of the Ward Road 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 Ward Road Improvements (County Line Road to Raintree Parkway)(RFQ NO. 18532272-D), by and between the City of Lee's Summit and Affinis Corp., generally for Construction Phase Services, attached hereto and incorporated by reference as if fully set forth herein, for a not to exceed amount of \$61,140.00, 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-**

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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 WARD ROAD IMPROVEMENTS (County Line Road to Raintree Parkway)  
(RFQ NO. 18532272-D)**

**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 Affinis Corp (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into a Professional Engineering Services Agreement (RFQ No. 18532272-D) ("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, III, and IV of the Base Agreement to specify and authorize the performance of certain Basic Scope of Services for Construction Phase 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 SERVICES TO BE PROVIDED BY THE ENGINEER**

Article I of the Base Agreement is hereby amended by adding the following services to be provided by Engineer:

1. Construction Phase Services
  - a. Plan, coordinate and conduct a Construction Phase Public Meeting. The meeting will introduce stakeholders to the construction services team including City staff and the selected Contractor. Provide project information, drawings, displays and all information necessary for the meeting.
  - b. Coordinate utility support as needed.
    - i. Provide PDF or hard copy final plan set to utilities.
  - c. Attend pre-construction meeting (1 meeting).
  - d. Complete submittal reviews (per Section 01116 of Specifications).
  - e. Provide construction phase coordination and plan review. The City will direct questions regarding design to the Engineer, from the Contractor, as necessary.
  - f. Provide Engineer review and approval of Change Orders (CO) (up to 10 CO's). Engineer will be asked for review assistance only on Change Orders impacting design. Engineer will be provided a copy of all other change orders.
  - g. Attend a progress meeting once each month and for each construction phase change (14 Months, 2 construction phases).
  - h. Conduct a site visit for each construction phase plus assume once every 2 weeks. Review the extension of the RCB structure at least once in conjunction with the site visit.

- i. Provide a review and decision on any claims submitted by the Contractor and forwarded by the City in accordance with Article 10.05 of the Standard General Conditions of the Construction Contract (up to 4 claims).
- j. Attend project final inspection.
- k. Provide record drawings to city within 30 days of final inspection.
  - i. Record drawings include road/drainage improvements and LS water utility improvements. Engineer will provide field survey for as-built records up to 16 hours for a 2-person crew.
  - ii. Mark-up plans will be provided by the Contractor and/or City for incorporation into record drawings.

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

Article III of the Base Agreement is hereby amended by adding the following services to be provided by City:

- 1. Construction Phase Services
  - a. Inspection
  - b. Construction Project Management
  - c. Schedule and attend utility relocation meeting. Make agenda, record meeting, take notes and distribute meeting minutes.
  - d. Notify stakeholders of construction phase public meeting.
  - e. Schedule and attend pre-construction meeting. Make agenda, record meeting, take notes and distribute meeting minutes.
  - f. Verify 30% work by Prime Contractor.
  - g. Verify information posters on site.
  - h. City staff will coordinate providing Contractor submittals to Engineer and obtaining Engineer comments. City staff will communicate review comments and approvals to Contractor.
  - i. Include Engineer on distribution list for QC/QA test results.
  - j. Forward copies of change orders to Engineer.
  - k. Maintain project diaries (daily, payment).
  - l. Review and process monthly pay estimates (copy Engineer).
  - m. Enforce land disturbance permit provisions of project.
  - n. Retain construction documents, diaries, etc. as required.
  - o. Conduct prevailing wage interviews, review certified payrolls.
  - p. Facilitate / coordinate dispute resolution.

**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 described in Article I, of this Modification No. 2, above shall not exceed the total sum of Sixty One Thousand One Hundred Forty Dollars (\$61,140.00).

B. The amended total not to exceed amount for both the Basic Services and Optional Services is Six Hundred Four Thousand Three Hundred Thirty Five Dollars (\$604,335.00).

**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:

\_\_\_\_\_