



**The City of Lee's Summit**  
**Final Agenda**  
**Public Works Committee**

Tuesday, January 16, 2018  
5:30 PM  
City Council Chambers  
City Hall  
220 SE Green Street  
Lee's Summit, MO 64063

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1. INVOCATION
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. ROLL CALL
5. APPROVAL OF AGENDA
6. PUBLIC COMMENTS
7. APPROVAL OF ACTION LETTER
  - A. [2018-1765](#) Approval of the December 19, 2017 Action Letter
8. BUSINESS
  - A. [TMP-0775](#) AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY MISSOURI FOR SHARED USE PATHWAY AND OTHER TRANSPORTATION IMPROVEMENTS IN THE VICINITY OF THE ROCK ISLAND CORRIDOR  
  
*Presenter:* George Binger, Deputy Director/City Engineer
  - B. [TMP-0779](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$103,657 AND COMMITMENT OF \$330,073 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR TRANSIT SERVICE AND CAPITAL EXPENSES.  
  
*Presenter:* Michael Park, City Traffic Engineer
  - C. [TMP-0757](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER

MARTIN AND ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$165,000.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FOUR STREAMBANK STABILIZATION/STORMWATER MANAGEMENT PROJECTS (RFQ NO. 2018-301).

**Presenter:**

Presenter: Dave Lohe, Supervisory Engineer

**D. [TMP-0780](#)**

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE MIDWEST DIVISION LSH LLC ("HCA MIDWEST") WHICH SERVES AS THE CONTROLLING ASSOCIATION OF PROPERTIES WITHIN HCA MIDWEST FOR UPGRADED STREET LIGHTING ON SE BLUE PARKWAY FROM SE TODD GEORGE PARKWAY TO APPROXIMATELY 2500 FEET EAST OF SE TODD GEORGE PARKWAY.

**Presenter:**

Presenter: Scott Ward, Senior Staff Engineer

**E. [TMP-0774](#)**

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 4 TO THE ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR WATER AND SANITARY SEWER WITH HDR ENGINEERING, INC. (RFQ NO. 2016-042-1), FOR A NOT TO EXCEED COST OF \$99,070.00, FOR THE DESIGN UPDATE OF CEDAR CREEK INTERCEPTOR SEGMENT 3.

**Presenter:**

Presenter: Dave Lohe, Supervisory Engineer

9. ROUNDTABLE

10. ADJOURNMENT

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

## Packet Information

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**File #:** 2018-1765, **Version:** 1

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Approval of the December 19, 2017 Action Letter

Issue/Request:

Approval of the December 19, 2017 Action Letter.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move for approval of the Action Letter dated December 19, 2017.



# The City of Lee's Summit

## Action Letter

### Public Works Committee

Tuesday, December 19, 2017

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. CALL TO ORDER

The December 19, 2017 Public Works Committee meeting was called to order by Chairman Faith, at 5:31 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.

The meeting began with the invocation and pledge of allegiance.

2. ROLL CALL

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

3. APPROVAL OF AGENDA

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

4. PUBLIC COMMENTS

None

5. APPROVAL OF ACTION LETTER

A. [2017-1634](#) Approval of the October 17, 2017 Action Letter

**A motion was made by Councilmember Seif, seconded by Councilmember DeMoro, to approve the October 17, 2017 Action Letter as submitted. The motion carried by a unanimous 4-0 vote.**

6. BUSINESS

A. [BILL NO. 17-273](#) AN ORDINANCE AMENDING CHAPTER 34, STORMWATER DISCHARGE CONTROL REGULATIONS, TO BE IN COMPLIANCE WITH STATE REGULATIONS AND THE NATIONAL POLLUTANT DISCHARGE

ELIMINATION SYSTEM (NPDES) PROGRAM. (PWC 12/19/17)

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

- B.**      [BILL NO. 17-274](#)      AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT NO. 697DCM-18-L-00034 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) PROVIDING FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) OWNED NAVIGATION, COMMUNICATION, AND WEATHER AIDS FOR THE SUPPORT OF AIR TRAFFIC OPERATIONS AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR TO ENTER INTO SAID AGREEMENT FOR THE SAME FOR A PERIOD OF 20 YEARS. (PWC 12/19/17)

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

- C.**      [BILL NO. 17-275](#)      AN ORDINANCE AWARDED BID NO. 47632185 FOR NORTHWEST QUADRANT T-HANGARS DEVELOPMENT - PHASE I IN THE AMOUNT OF \$2,152,856.05 TO B. DEAN CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME. (PWC 12/19/17)

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

- D.**      [BILL NO. 17-276](#)      AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 9 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$92,093.00 FOR THE CONSTRUCTION PHASE OF NORTHWEST QUADRANT T-HANGAR DEVELOPMENT - PHASE 1. (PWC 12/19/17)

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

- E.**      [BILL NO. 17-277](#)      AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 8 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$165,310.00 FOR THE DESIGN AND BIDDING DOCUMENTS FOR THE NEW FUEL FACILITY DEVELOPMENT. (PWC 12/19/17)

**A motion was made by Councilmember Binney, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council. The motion carried by a**

unanimous 4-0 vote.

- F. [BILL NO. 17-278](#) AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF DATA, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI. (PWC 12/19/17)

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

- G. [2017-1652](#) 2017 CIP Sales Tax Prioritization of Projects and Programs  
Mr. George Binger, Deputy Director/City Engineer, gave a brief presentation regarding the 2017 CIP Sales Tax Prioritization of Projects and Programs. General discussion ensued.

The Public Works Committee directed staff to contact stakeholders for input and to give them an opportunity to speak at the next committee meeting on January 16, 2018.

7. ROUNDTABLE

Councilmember Seif requested that the public hearing signs be updated so they are readable. Ms. Dena Mezger, Director of Public Works, replied that she would forward her request to the Development Center and the CEDC.

Councilmember Binney asked for additional information on the list of change orders, upcoming projects list and an update on the re-opening of the North Recycling Center. Ms. Dena Mezger provided answers to his inquiries.

Chairman Faith stated that he had received an e-mail regarding pretreatment on Ward Road. Mr. Bob Hartnett, Deputy Director of Public Works, explained that the weather forecast provided an opportunity to test new equipment and prepare for possible frozen precipitation on Christmas Eve and Christmas Day.

Chairman Faith announced the next Public Works Committee meeting will be held January 16, 2018.

8. ADJOURNMENT

The December 19, 2017 Public Works Committee meeting was adjourned by Chairman Faith at 7:22 p.m. at City Hall, 220 SE Green Street, City Council

**Public Works Committee**

**Action Letter**

**December 19, 2017**

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Chambers.

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## Packet Information

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**File #:** TMP-0775, **Version:** 1

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AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY MISSOURI FOR SHARED USE PATHWAY AND OTHER TRANSPORTATION IMPROVEMENTS IN THE VICINITY OF THE ROCK ISLAND CORRIDOR

Issue/Request:

AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY MISSOURI FOR SHARED USE PATHWAY AND OTHER TRANSPORTATION IMPROVEMENTS IN THE VICINITY OF THE ROCK ISLAND CORRIDOR

Key Issues:

- o Improvements to Chipman Road from View High to Bent Tree were approved by voters as part of the 2007 CIP Sales Tax Renewal
  
- o Jackson County Rock Island Rail Corridor Authority (RIRCA) and the Kansas City Area Transit Authority (KCATA) purchased rights to construct and operate a trail and transit services along the inactive Rock Island rail corridor
  
- o Chipman Road and the Rock Island intersect in Lee's Summit and require mutual cooperation for both entities to construct improvements at various locations
  
- o This agreement authorizes mutual access to rights of way necessary for construction
  
- o This agreement authorizes payment from the City to RIRCA for bridge construction and establishes conditions of work in the City's jurisdiction

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY MISSOURI FOR SHARED USE PATHWAY AND OTHER TRANSPORTATION IMPROVEMENTS IN THE VICINITY OF THE ROCK ISLAND CORRIDOR

Background:

The improvements to NW Chipman Road corridor between View High and Bent Tree was recommended in the City's 2006 Thoroughfare Master Plan. Funding for the project was approved by voters as part of the April 2007 Sales Tax Renewal election. This project includes re-constructing approximately 0.9 miles of existing roadway as a three-lane facility with sidewalk, a multi-use trail, and street lighting, as well as removal of the existing railroad tunnel. The work requires relocation of 4,700 feet of water main, 1,400 feet of sanitary sewer, and extensive relocation of fiber optic transmission lines in the rail right of way. The major purpose for

the project is safety improvements that will eliminate the one-lane railroad tunnel, narrow pavement, areas with no shoulder, and several sharp curves along the corridor.

The project has been dormant since April of 2012 when the right of way plans were completed. At that time, the City had reached an impasse with the Union Pacific Railroad regarding right of access along the Rock Island rail corridor to remove the one-lane tunnel. In 2016, Jackson County, in partnership with KCATA, acquired the rights to manage and construct improvements in the Rock Island corridor for trail and transit. The City began negotiating access rights with the County and KCATA in September of 2016 after the County was awarded federal funds for purchasing right of way and constructing the trail.

Funding rules mandate that the County is still subject to the Surface Transportation Board "Common Carrier Obligations," which means the County has to maintain a continuous rail corridor. Corridor continuity prohibits simple removal of the bridge over Chipman Road. Provision had to be made to replace the bridge through either constructing a new bridge or securing funds to build a bridge. Because the City road project is causing the bridge to be removed, the City is responsible to either build the bridge or make payment to the County in an amount sufficient to construct a freight rail bridge.

The agreement stipulates that the County will construct any bridge build over Chipman Road. Initially, the County may opt to construct a trail bridge. In the future, the County may, as necessary, construct a freight rail bridge or a commuter rail bridge, depending on the classification status of the rail corridor. The City will be required to give the County a one-year notice before the bridge of Chipman Road can be removed. Also, as part of the Chipman Road work, the City will have to relocate major fiber optic transmission lines running the length of the rail corridor. This agreement give the City permission to remove the bridge, relocate the fiber optic line, and construct the Chipman Road improvements in the County rail corridor.

Constructing the trail through Lee's requires the County to cross through the City's right of way in 5 locations: Old Pryor Road access road to Hartman Park, Longview Road, Ward Road, Scherer Road and Jefferson Street. This works required the County to obtain right of way permits from the City or construction improvements in the City's right of way. Additionally, the County must obtain a flood plain development permit and land disturbance permit from the City. This agreement stipulates the County must obtain those permits. To ensure compliance, the permit requirements were also included in the construction contract documents for the trail construction.

The County has recently awarded a construction contract to Radmacher Brothers, Inc. to build the trail from Brickyard Road in Kansas City, MO southward through Lee's Summit to the project terminus near SW Jefferson Street and Scherer Road. The work is currently scheduled to take place from January through September of 2018. The County will be taking the lead in public communications, working with residents, and inspecting the work. City and County staff will continue to coordinate work for the trail project and the Chipman Road project.

Chipman Road design, right of way and utility relocation work will restart in 2018 with the goal of constructing Chipman Road in 2019. Contracts modification for design work and agreements utility relocation will be necessary proceed.

Approval of this agreement will allow work on both the Chipman Road and Rock Island Trail projects to

proceed.

Impact/Analysis:

[Enter text here]

Timeline:

Start: January 2018

Finish: Upon completion of work (about December 2019)

Other Information/Unique Characteristics:

[Enter text here]

Presenter: George Binger, Deputy Director/City Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY MISSOURI FOR SHARED USE PATHWAY AND OTHER TRANSPORTATION IMPROVEMENTS IN THE VICINITY OF THE ROCK ISLAND CORRIDOR

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

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AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY MISSOURI FOR SHARED USE PATHWAY AND OTHER TRANSPORTATION IMPROVEMENTS IN THE VICINITY OF THE ROCK ISLAND CORRIDOR

WHEREAS, Improvements to Chipman Road from View High to Bent Tree were approved by voters as part of the 2007 CIP Sales Tax Renewal; and,

WHEREAS, Jackson County Rock Island Rail Corridor Authority (RIRCA) and the Kansas City Area Transit Authority (KCATA) purchased rights to construct and operate a trail and transit services along the inactive Rock Island rail corridor; and,

WHEREAS, Chipman Road and the Rock Island intersect in Lee's Summit and require mutual cooperation for both entities to construct improvements at various locations; and,

WHEREAS, This agreement authorizes mutual access to rights-of-way necessary for construction; and,

WHEREAS, This agreement authorizes payment from the City to RIRCA for bridge construction and establishes conditions of work in the City's jurisdiction; and

WHEREAS, the City and Jackson County, Missouri desire to enter into a cooperative agreement granting mutual support for constructing the Rock Island Trail and Chipman Road Improvement within the City of Lee's Summit.

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

SECTION 1. That a Cooperative Agreement by and between the City of Lee's Summit, Missouri and Jackson County, Missouri for Shared Use Pathway and Other Transportation Improvements in the Vicinity of the Rock Island Corridor, a true and accurate copy being attached hereto and incorporated herein by reference, be and the same is hereby approved.

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

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

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**COOPERATIVE AGREEMENT FOR SHARED USE PATHWAY AND OTHER TRANSPORTATION  
IMPROVEMENTS IN THE VICINITY OF THE ROCK ISLAND CORRIDOR**

This Cooperative Agreement for shared use pathway and other transportation improvements is made by and between the City of Lee’s Summit (the “**CITY**”) and Jackson County, Missouri (the “**COUNTY**”)

**RECITALS**

**WHEREAS**, the **COUNTY** did acquire the Rock Island Railroad Corridor, a 17.7-mile railroad corridor within the city limits of Lee’s Summit, Raytown, and Kansas City located between Mileposts 270.6 and 288.3 along the former Chicago, Rock Island and Pacific Railway Co. line (the “**CORRIDOR**”) from the Union Pacific Railroad (Exhibit A); and

**WHEREAS**, the Surface Transportation Board in 1998 determined that the **CORRIDOR** had not been abandoned; and

**WHEREAS**, the **COUNTY** is the owner of the Railroad Corridor and a “common carrier” under 49 U.S.C. 11101 subject to the jurisdiction of the Surface Transportation Board; and

**WHEREAS**, the **COUNTY** and the Kansas City Area Transportation Authority (the “**KCATA**”) have formed a regional partnership to enhance the condition, viability, and use of the **CORRIDOR**; and

**WHEREAS**, the **CITY** has committed to the development of useful transportation corridors including bicycle and accessory paths; and

**WHEREAS**, the **COUNTY** plans to construct a shared use pathway for the transportation, recreation, health, and economic betterment of the residents of Lee’s Summit; and

**WHEREAS**, the **COUNTY** and the **KCATA** did agree that the uses of the corridor be prioritized, in descending order, as follows: common carrier, multi-modal transit, and shared use pathway (Exhibit B); and

**WHEREAS**, the **KCATA** is a partner with the **COUNTY** on various **CORRIDOR** activities; and

**WHEREAS**, the design and construction of the shared use pathway will be consistent with the **COUNTY'S** common carrier status and the eventual implementation of multi-modal transit; and

**WHEREAS**, the **CITY** has planned a project called the Chipman Road Project which is in the immediate vicinity and adjacent to the **CORRIDOR**; and

**WHEREAS**, both the **CITY** and the **COUNTY** desire to provide safe bicycle and accessory crossings where the **CORRIDOR** crosses **CITY** streets at grade; and

**WHEREAS**, the **CITY** is desirous of having the opportunity to use some of its tax revenue to develop trailheads on or adjacent to the **CORRIDOR** at mutually agreeable locations and subject to the City Council's appropriation power; and

**WHEREAS**, both the **CITY** and the **COUNTY** wish to connect their system of trails and other bicycle and accessory infrastructure to the Rock Island Spur of the Katy Trail in Pleasant Hill, Missouri; and

**WHEREAS**, the **COUNTY** requires access and use of **CITY** rights-of-way to construct a shared use path within the **CORRIDOR** in accordance with its approved plans; and

**WHEREAS**, the **CITY** desires permission to remove a certain bridge and perform work within the **CORRIDOR** as a part of its Chipman Road Project; and

**WHEREAS**, both the **CITY** and **COUNTY** wish to cooperate to deliver their respective transportation improvements and promote economic development within the **CORRIDOR** to improve the quality of life of area residents;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein expressed, the parties agree as follows:

**AGREEMENT PART 1: SPECIFIC TERMS AND CONDITIONS**

**1. Scope of Agreement.** The purpose of this Agreement is to provide for a cooperative effort between Lee’s Summit and Jackson County for the implementation of Jackson County’s shared use pathway project in accordance with the terms and conditions set forth herein. The scope, purpose, and intent of this agreement is to provide for a shared use pathway for bicycle and accessory use to be built on the **CORRIDOR** within the City of Lee’s Summit, as well as the construction of other transportation improvements in and around the vicinity of the **CORRIDOR**. It is the intent of the parties that this Agreement is framed pursuant to Section 70.210, through 70.325, RSMo, relating to cooperative agreements between intergovernmental units or agencies to provide a common service to the public, in this instance, active transportation facilities.

**2. At-grade shared use path crossing improvements**

**a. License to use City right-of-way.** The **CITY** hereby grants to the **COUNTY**, its representatives, employees, engineers, consultants, and contractors a license to use a portion of public right-of-way for pavement, pavement markings, and signs within **CITY** right-of-way, for the modification of traffic signals, and for the installation of ADA Curb Ramps in the premises of the following **CITY** streets at the intersection of the **CORRIDOR**:

- i. Old Pryor Road
- ii. Longview Road

- iii. Ward Road
- iv. Persels Road
- v. Scherer Road
- vi. Jefferson Street
- vii. Other unanticipated grade crossings (to be reviewed at a later date)

The plans for the proposed at-grade crossing improvements are further described and delineated in Exhibit C.

- b. **Design review and inspection.** The **CITY** Engineer shall have the right to review the final design of all improvements in the **CITY** right-of-way prior to construction and shall have the right to inspect final improvements once constructed. All improvements shall be designed and constructed to MUTCD, APWA, and PROWAG standards, or **CITY** standards, whichever are more recent or appropriate to the existing context.
- c. **Fees.** The County or its Contractor shall pay all fees for permitting, review, inspection, and licensing fees for all at-grade shared use path crossing improvements when appropriate.
- d. **Underlying ownership.** The ownership of **CITY** or **COUNTY** land shall remain with either party. Permits, licenses, or easements granted by either party shall not negate the actual ownership of either party.
- e. **Maintenance and ownership of improvements.** The **CITY** shall be responsible for all maintenance of any improvements, signs or markings within the **CITY'S** right-of-way where it intersects the **CORRIDOR** that have been accepted in writing by the City Engineer and Director of Public Works .

**3. Temporary Traffic Control Permits.** The **CITY** shall have the right to review any plans and other supporting materials deemed necessary to grant temporary traffic control permits.

**4. Chipman Road Bridge**

- a. Right-of-way granted to CITY.** The **COUNTY** agrees to grant and convey to the **CITY** approximately 0.85± acres of temporary construction easement and approximately 0.47± acres of roadway easement for the purpose of public safety and roadway capacity expansion along Chipman Road at the **CORRIDOR**. These rights are further described in an Easement in Exhibit D, which shall be executed upon receipt by the **COUNTY** of certain considerations herein described. Said Easement shall not be exclusive to the **CITY**, and the **COUNTY** or the **KCATA** may use the Easement area for future improvements, maintenance activities, and other purposes.
- b. Notice.** The **CITY** shall provide a minimum of one year notice to the **COUNTY** prior to alteration to the Chipman Road Bridge and embankment within its Easement area.
- c. COUNTY responsibility for Railroad Bridge.** The **COUNTY**, as owner of the Railroad Corridor and a “common carrier” under 49 U.S.C. 11101 subject to the jurisdiction of the Surface Transportation Board, shall be responsible for the construction of a railroad bridge if rail service is restored. The **KCATA** may also construct a transit bridge, whether rail or some other mode.
- d. COUNTY to construct accessory bridge.** The **COUNTY** will design and construct a new accessory bridge spanning the expanded width of Chipman Road, which shall not preclude future rail or transit use.
- e. Payment.** In consideration of the easements granted to the **CITY** for additional property required for the roadway project, the existing value of the Chipman Road Bridge, permission to remove the Chipman Road Bridge as a part of **CITY’S** road project, and future

plans of the **COUNTY** and **KCATA** to accept full responsibility if any to construct an accessory and transit and/or railroad bridges including any replacement of the Chipman Road Bridge, the **CITY** shall pay to the **COUNTY** the sum of Two Million Dollars (\$2,000,000) on or before March 31, 2018. Upon such payment, the parties hereto agree that **CITY** has completely fulfilled any and all responsibility, obligation or duty it may have or had to replace the Chipman Road Bridge. The payment shall be deposited into a joint account held by the **COUNTY** and **KCATA**.

f. **Utility relocation.** The **CITY** shall have access to the **CORRIDOR** for the purpose of the relocation of existing utilities within the area of the **CITY'S** Chipman Road Project. The **COUNTY** and the **KCATA** shall have design review of all utility relocations of which **CITY** is aware and shall have approval authority in order to prevent utility conflicts with future improvements. The **COUNTY** shall not be responsible for any utility relocation related to the Chipman Road Project. However, the **COUNTY** may offer the use of its future rail, transit, or accessory bridge structures to assist in utility relocation efforts.

5. **Trailheads.** The **CITY** and the **COUNTY** shall work towards identifying mutually acceptable locations for Trailheads that the **CITY** wishes to construct so that they may be connected to the **CORRIDOR** shared use path. Such Trailheads will be constructed as the **CITY's** sales tax revenue becomes available and the City Council approves appropriations such revenue to a Trailhead project. Exhibit E contains conceptual plans and cost estimates for a trailhead.

6. **Trail connections and wayfinding.** Both parties agree to permit signs and wayfinding to other bicycle and accessory infrastructure and local points of interest. The design and location of these signs and wayfinding materials shall be subject to the review of either party.

## **PART 2: GENERAL TERMS AND CONDITIONS**

1. **Entire Agreement.** This writing and any and all exhibits with dates certain on them as to the date of preparation and accepted by the governing body or the **CITY** or **COUNTY** or authorized representative of **COUNTY** are the complete agreement.
2. **Indemnification by Contractors.** Each party's contracts with its Contractors in connection with the construction of an accessory or shared use path in the **CORRIDOR** (Project) shall require such Contractors to defend, indemnify, and hold harmless the other party under the terms of this section. The obligations of each party and its Contractors under this section with respect to indemnification of the other party, its agencies, officials, officers, or employees shall be limited to the coverage and limits of insurance that the indemnifying party and its Contractor are required to procure and maintain under this Agreement. In no event shall any requirement for indemnification or insurance in this Agreement, whether set out in this paragraph or another, serve as a waiver of sovereign or any other immunity or defense available to any party, its Officers, Employees and Agents.
3. **Indemnification for Professional Negligence.** If either party hires any Design Professional in connection with the Project, then that party's contracts with its Contractors shall cause such Contractors to indemnify and hold harmless the other party and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, efforts, or omissions of such Contractors, its employees, agents or others for whom such Contractors are legally liable, in the performance of professional services for the construction of the Project under this Agreement. The indemnifying party and its Contractors are not obligated under this section to indemnify the other party for the negligent acts of the other party's agencies, officials, officers, or employees.
4. **Insurance.**

- a. Each party's Contractors shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below. An Owner's Controlled Insurance Program shall be acceptable to each party.
- i. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - 1. Severability of Interests Coverage applying to additional Insureds
    - 2. Contractual Liability
    - 3. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
    - 4. No Contractual Liability Limitation Endorsement
    - 5. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.
  - ii. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
 

Worker's Compensation	Statutory
Employers' Liability with limits of:	\$100,000 each accident
	\$500,000 disease – policy limit
	\$100,000 disease – each employee
  - iii. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by the contracting party's Contractors.

- iv. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
  - b. The policies listed above shall provide that they may not be canceled until after thirty (30) days written notice of cancellation to the insured party, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that the insured party and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured's for the services performed under this Agreement. The contracting party's Contractor shall provide to the insured party prior to the performance of the Project a certificate of insurance showing all required endorsements and additional insured's. The certificate shall be in the insured party's furnished form or its equivalent.
  - c. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+ V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
  - d. Regardless of any approval by the insured party, it is the responsibility of the contracting party to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of the contracting party's failure or the failure of its Contractors to maintain the required insurance in effect, the insured party may order the contracting party and its Contractors to immediately stop work and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.
- 5. **Governing law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and

venue shall be proper only in Jackson County. The corridor remains under the jurisdiction of the Surface Transportation Board.

6. **Compliance with Laws. COUNTY** and all its contractors shall comply with all federal, state and local laws, ordinances and regulations applicable to the project whether a public or private one.

**COUNTY**, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Agreement. All references to "Code" shall mean **CITY's** Code of Ordinances, including any amendments thereto or recodification thereof.

7. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. **COUNTY** and **CITY** reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing by the governing body and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.

8. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement as required by law.

9. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other

number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

10. **Severability of Provisions.** Except as specifically provided in this Agreement and any provision that provides consideration for the performance of any act, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

11. **Assignment.** Neither **CITY** nor **COUNTY** shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other party. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer, or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement, but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer, or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in the Agreement.

12. **Conflicts of Interest.** **COUNTY** and its Contractor shall certify that no officer or employee of **CITY** has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of **CITY**, or member of such officer's or employee's immediate family, either has

negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of **COUNTY** or its Contractor in this Agreement.

13. **No Partnership.** It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

14. **Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest, provided neither party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other party.

15. **Representations.** **COUNTY** and **CITY** certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

16. **Recording.** Upon the effective date of this Agreement, this Agreement shall be recorded by **CITY** in the Office of the Department of Records, Jackson County, Missouri and a copy hereof shall be sent to the Secretary of State of Missouri, in compliance with Section 70.300 R.S.Mo.

17. **Term.** This Cooperative Agreement shall become effective upon that date when both parties are by law bound thereby, and shall remain in full force and effect until terminated by either party or by mutual agreement in accordance with the provisions for termination hereafter.

18. **Termination.** This Cooperative Agreement may be terminated by either party upon giving not less than six months' notice to the other. If **COUNTY** elects to terminate this Agreement, **COUNTY** must remove its improvements from the **CITY's** rights-of-way within the time set out by the City Council or, at the City Council election, convey improvements to the **CITY**. Should City elect to terminate the

Agreement at any time, all improvements constructed by **CITY** within the CORRIDOR and not a part of any **CITY** roadway shall become **COUNTY** property with no cost to **COUNTY**.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this instrument the day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

**APPROVED by the Mayor of the City of Lee's Summit, Missouri**  
**this \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

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

ATTEST:

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

APPROVED AS TO FORM:

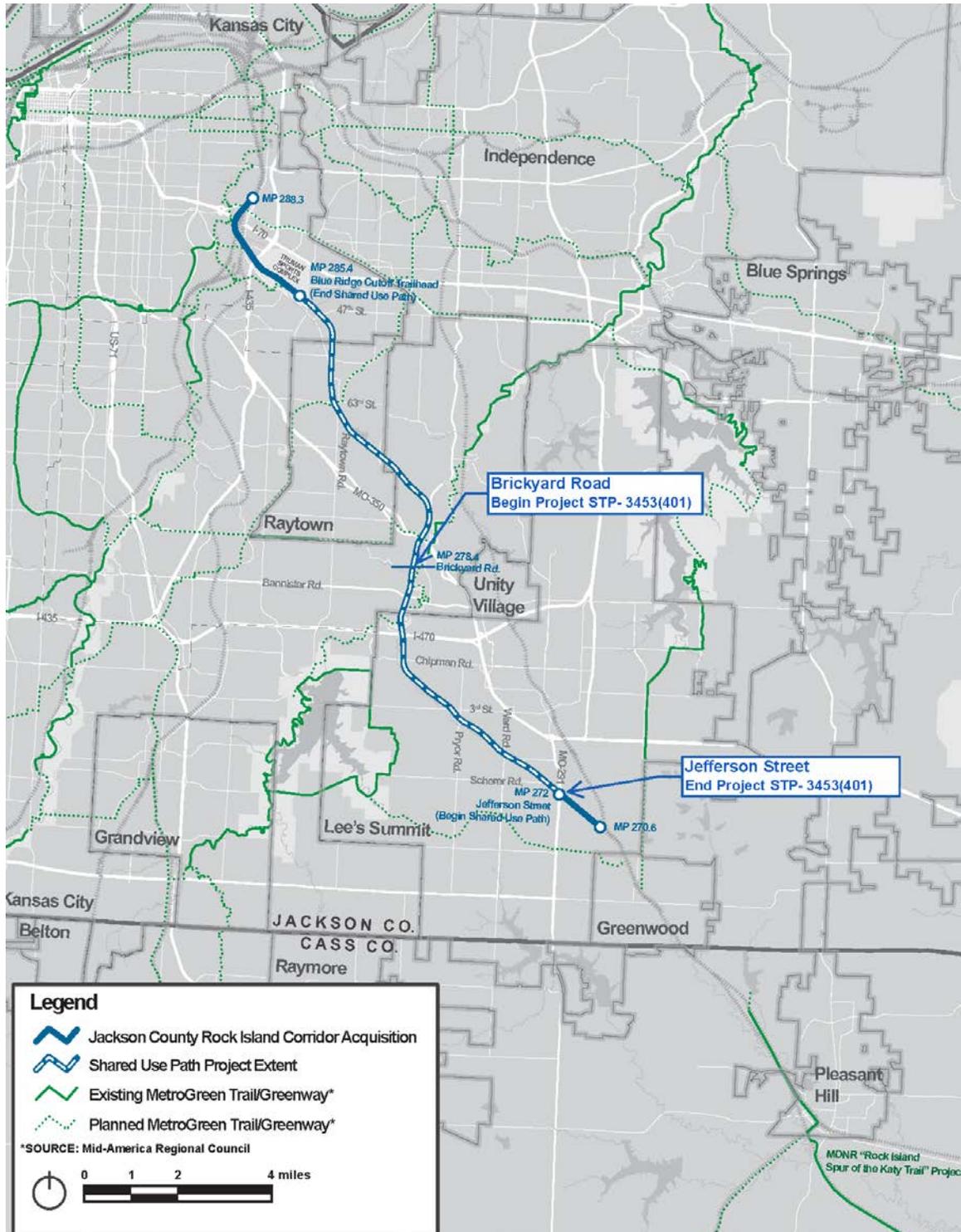
\_\_\_\_\_  
Chief Counsel of Infrastructure and Planning  
*Nancy K. Yendes*

*Ordinance Number:* \_\_\_\_\_

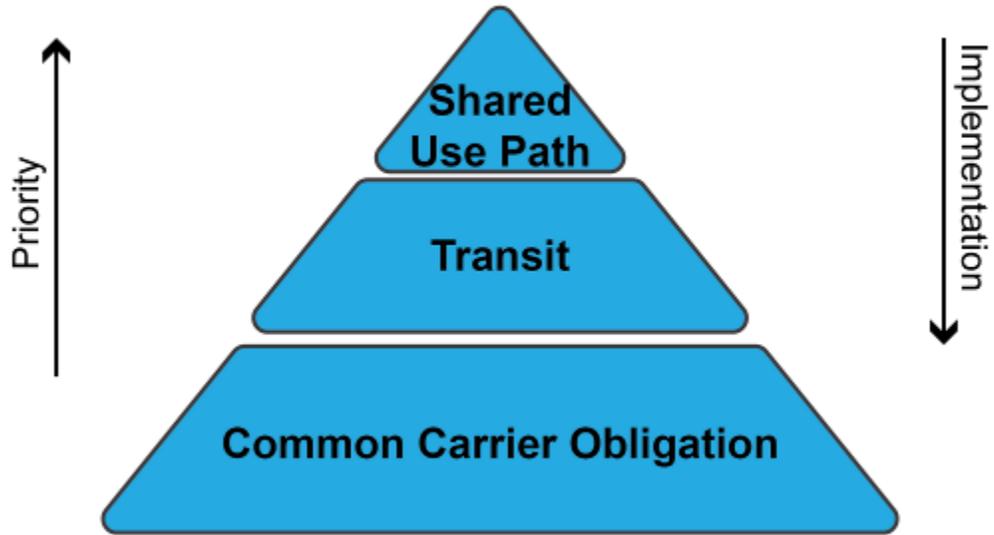
City of Lee's Summit Missouri  
220 SE Green Street  
Lee's Summit, MO 64063



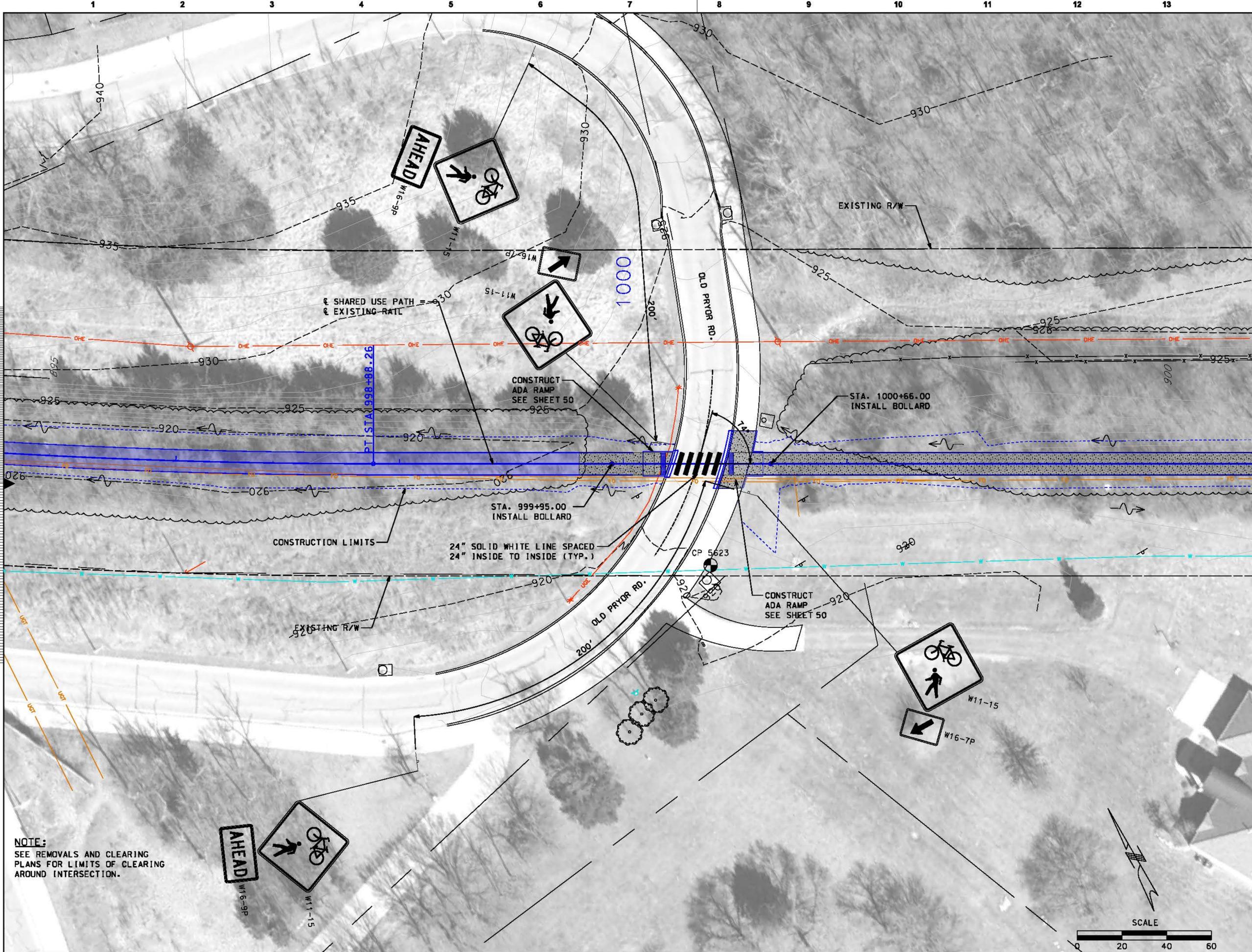
## Exhibit A – Corridor Overview Map



**Exhibit B – Hierarchy Diagram**



## **Exhibit C – At-Grade Crossing Details**



Millimeters  
Scale For Microfitting  
Inches

**NOTE:**  
SEE REMOVALS AND CLEARING  
PLANS FOR LIMITS OF CLEARING  
AROUND INTERSECTION.

no.	date	by	ckd	description

STATE OF MISSOURI  
REGISTERED PROFESSIONAL ENGINEER  
DAVID A. HURT  
NUMBER E-28555

THIS SHEET HAS BEEN  
SIGNED, SEALED AND DATED  
ELECTRONICALLY

**BURNS  
& MCDONNELL**

9400 WARD PARKWAY  
KANSAS CITY, MISSOURI 64114  
816-333-9400  
MO STATE CERTIFICATE OF AUTHORITY  
# 000165 ENGINEERING

date	8/3/2017	detailed	LAR
designed	LAR	checked	JDM

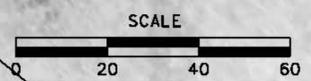
  

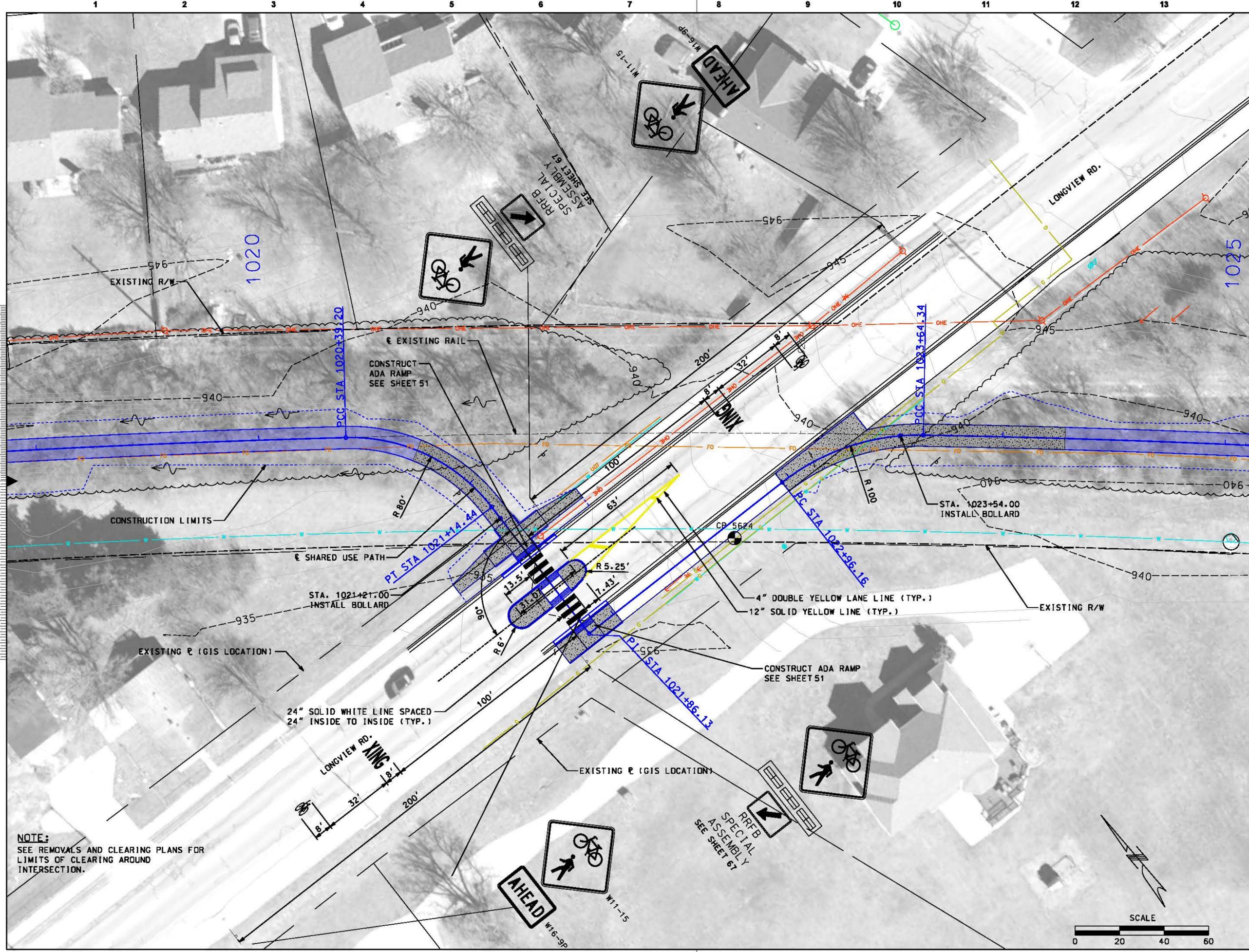
ESTABLISHED 1820  
JACKSON COUNTY  
MISSOURI

JACKSON COUNTY, MISSOURI  
ROCK ISLAND RAIL CORRIDOR  
SHARED USE PATH PROJECT  
AT GRADE CROSSING DETAILS  
PRYOR RD.

project	95731	contract	PW-07-2017
drawing		rev.	

sheet 43 of 266 sheets  
file 95731-INT10-003.dgn





no.	date	by	ckd	description
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THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

### BURNS & MCDONNELL

9400 WARD PARKWAY  
 KANSAS CITY, MISSOURI 64114  
 816-333-9400  
 MO STATE CERTIFICATE OF AUTHORITY  
 # 000165 ENGINEERING

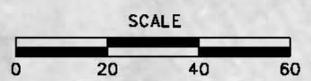
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designed	LAR	checked	JDM

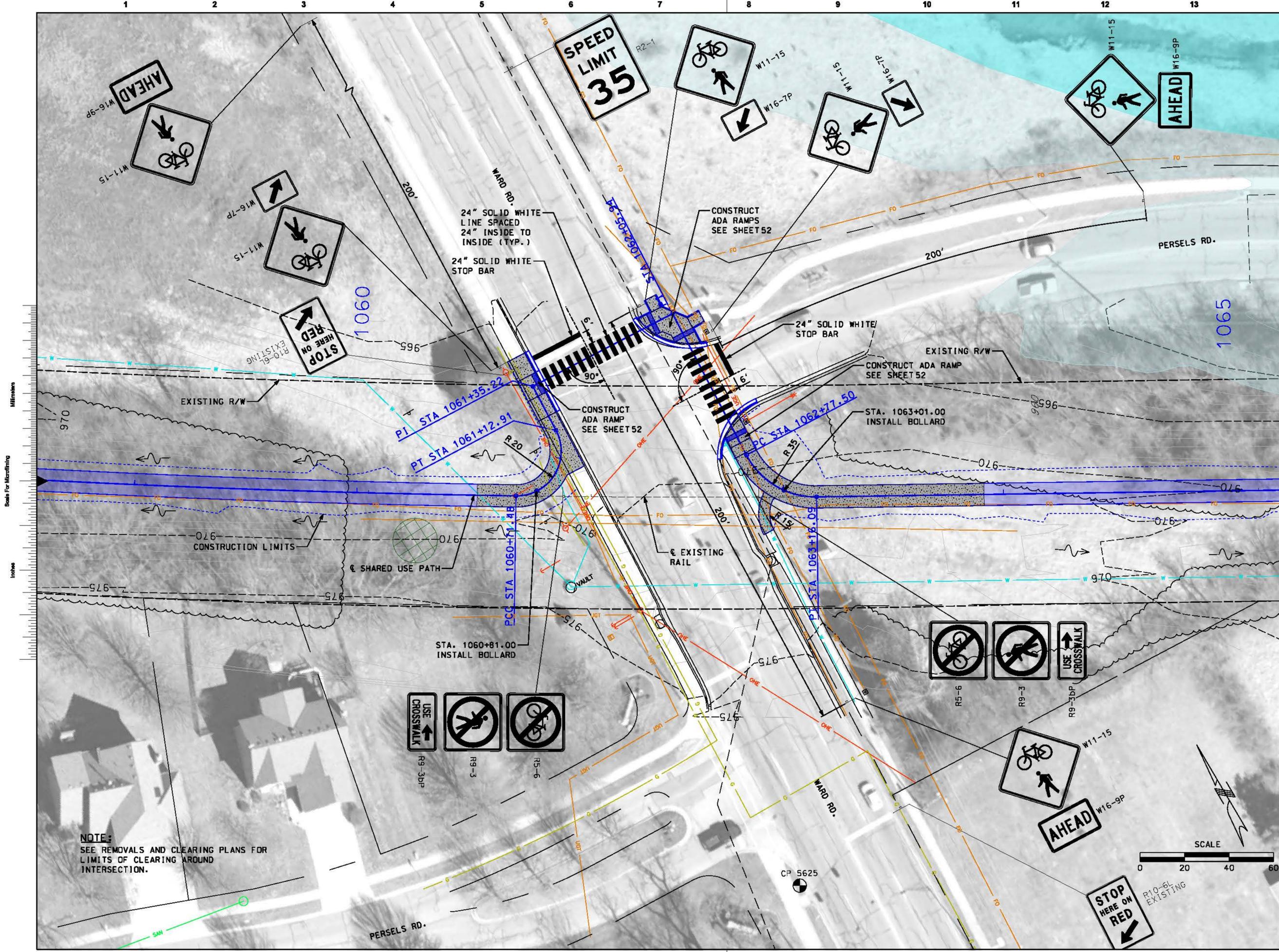


JACKSON COUNTY, MISSOURI  
 ROCK ISLAND RAIL CORRIDOR  
 SHARED USE PATH PROJECT  
 AT GRADE CROSSING DETAILS  
 LONGVIEW RD.

project	95731	contract	PW-07-2017
drawing		rev.	
sheet	44	of	266 sheets
file 95731-INT10-004.dgn			

**NOTE:**  
 SEE REMOVALS AND CLEARING PLANS FOR  
 LIMITS OF CLEARING AROUND  
 INTERSECTION.





Millimeters  
Scale For Microfitting  
Inches

**NOTE:**  
SEE REMOVALS AND CLEARING PLANS FOR LIMITS OF CLEARING AROUND INTERSECTION.

no.	date	by	ckd	description



THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

**BURNS MCDONNELL**

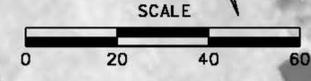
9400 WARD PARKWAY  
KANSAS CITY, MISSOURI 64114  
816-333-9400  
MO STATE CERTIFICATE OF AUTHORITY  
# 000165 ENGINEERING

date	8/3/2017	detailed	LAR
designed	LAR	checked	JDM

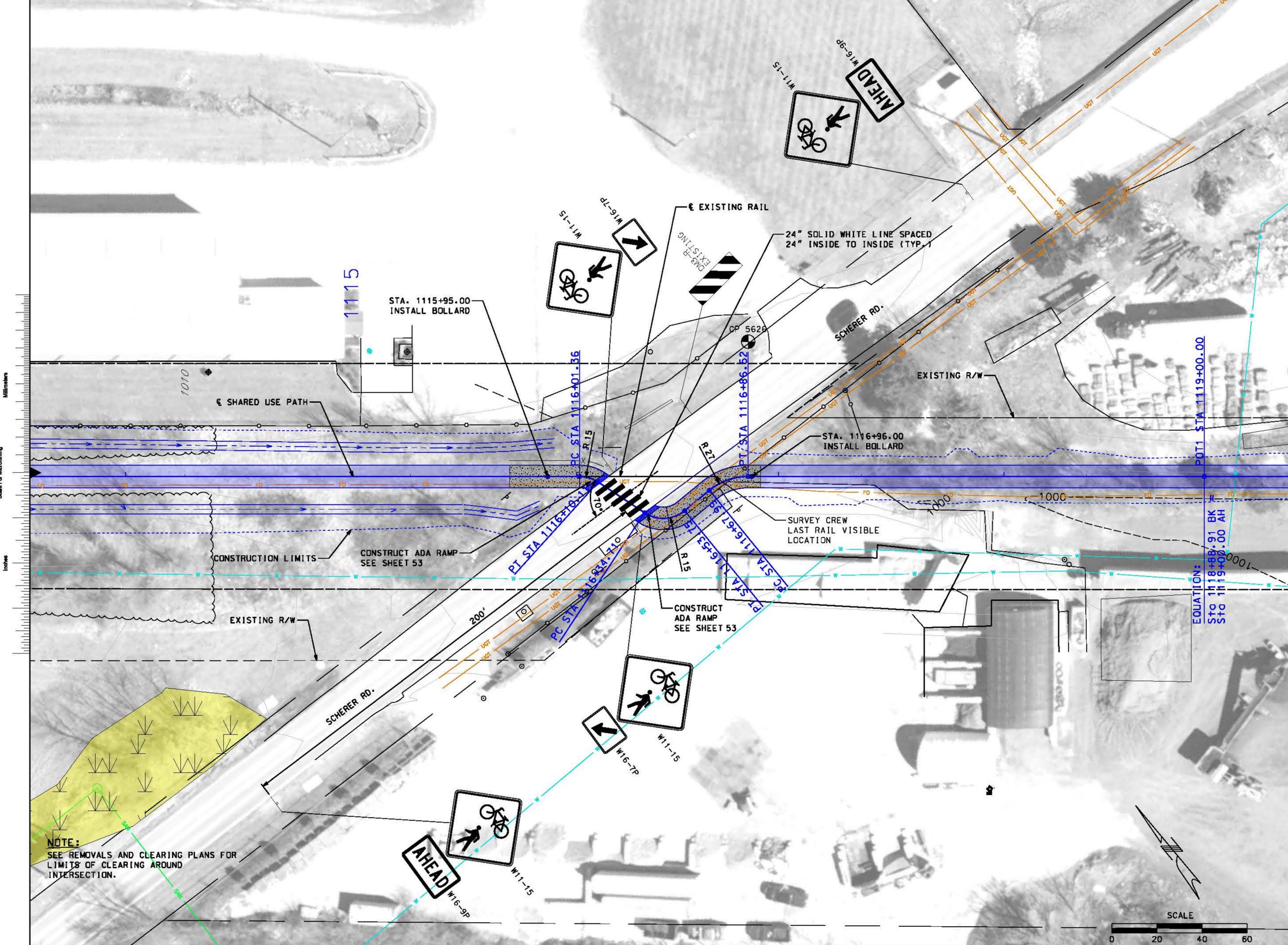


JACKSON COUNTY, MISSOURI  
ROCK ISLAND RAIL CORRIDOR  
SHARED USE PATH PROJECT  
AT GRADE CROSSING DETAILS  
WARD RD.

project	95731	contract	PW-07-2017
drawing		rev.	
sheet	45	of	266 sheets
file	95731-INT10-005.dgn		



1 2 3 4 5 6 7 8 9 10 11 12 13



Millimeters  
Scale For Microfitting  
Inches

**NOTE:**  
SEE REMOVALS AND CLEARING PLANS FOR  
LIMITS OF CLEARING AROUND  
INTERSECTION.



no.	date	by	ckd	description



THIS SHEET HAS BEEN  
SIGNED, SEALED AND DATED  
ELECTRONICALLY

**BURNS  
MCDONNELL**

9400 WARD PARKWAY  
KANSAS CITY, MISSOURI 64114  
816-333-9400  
MO STATE CERTIFICATE OF AUTHORITY  
# 000165 ENGINEERING

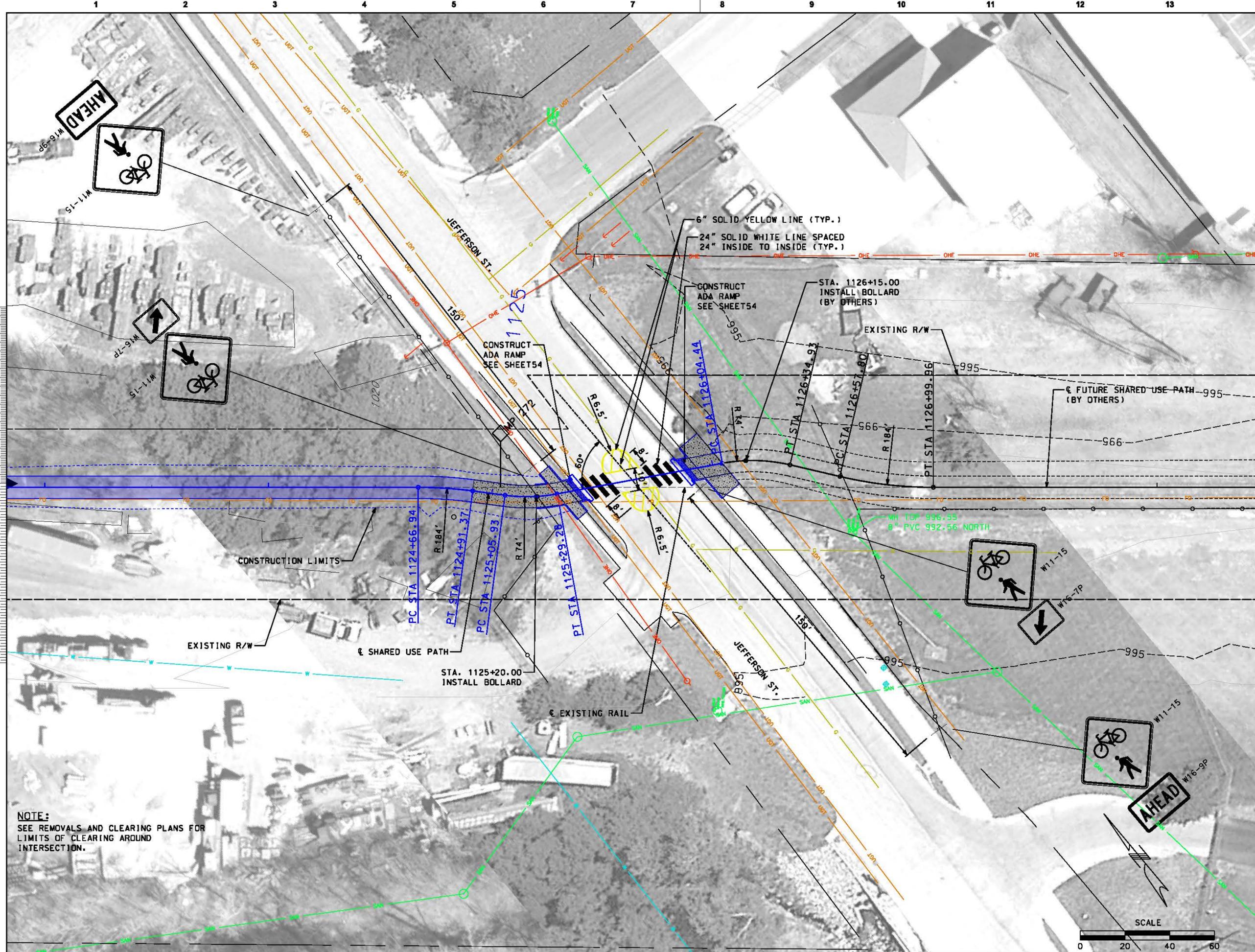
date	8/3/2017	detailed	LAR
designed	LAR	checked	JDM



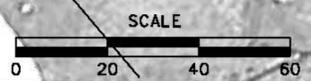
JACKSON COUNTY, MISSOURI  
**ROCK ISLAND RAIL CORRIDOR  
SHARED USE PATH PROJECT**  
AT GRADE CROSSING DETAILS  
SCHERER RD.

project	95731	contract	PW-07-2017
drawing		rev.	

sheet 46 of 266 sheets  
file 95731-INT10-006.dgn



**NOTE:**  
SEE REMOVALS AND CLEARING PLANS FOR LIMITS OF CLEARING AROUND INTERSECTION.



no.	date	by	ckd	description
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THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY



9400 WARD PARKWAY  
KANSAS CITY, MISSOURI 64114  
816-333-9400  
MO STATE CERTIFICATE OF AUTHORITY #000165 ENGINEERING

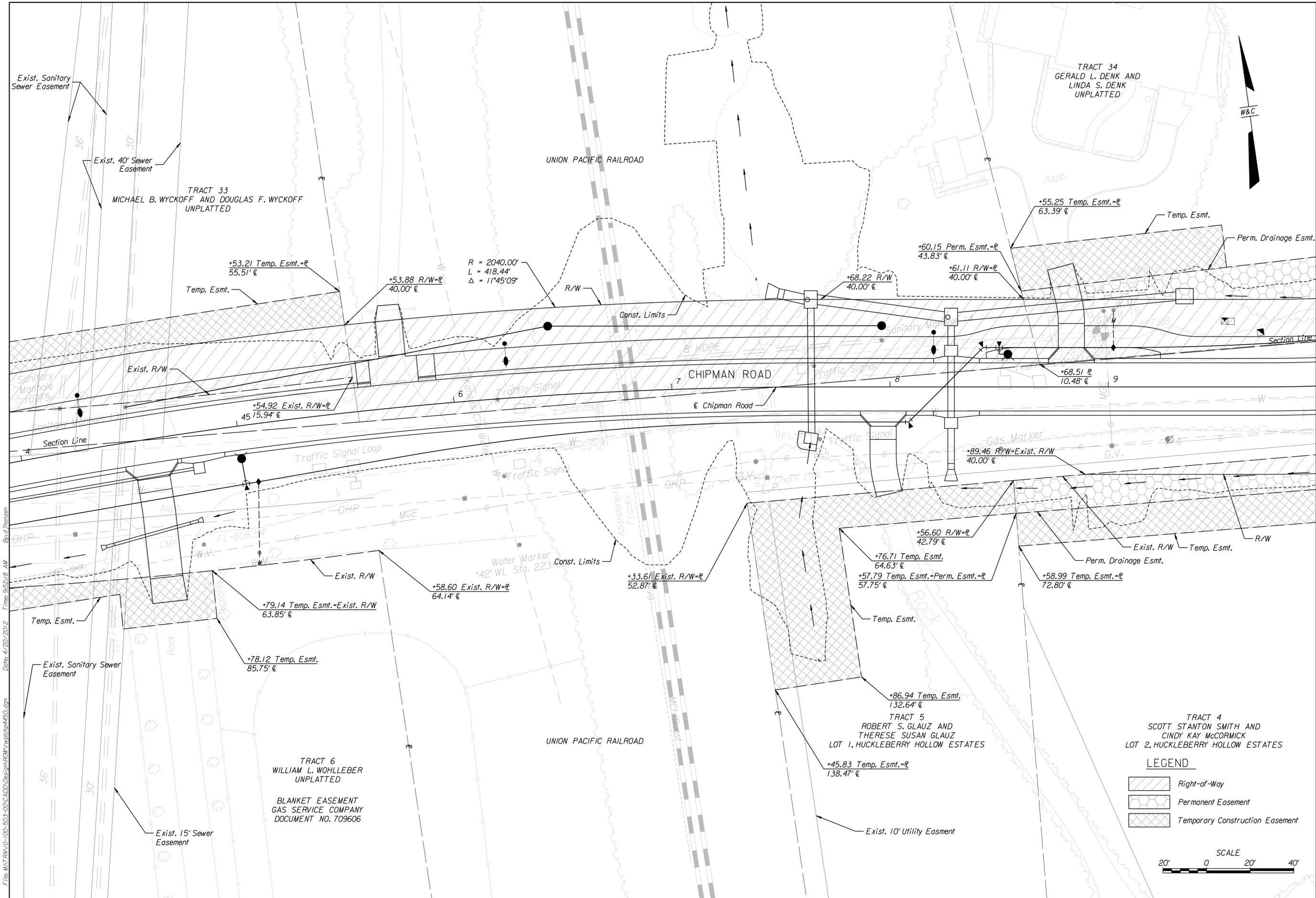
date	8/3/2017	detailed	LAR
designed	LAR	checked	JDM



JACKSON COUNTY, MISSOURI  
ROCK ISLAND RAIL CORRIDOR  
SHARED USE PATH PROJECT  
AT GRADE CROSSING DETAILS  
JEFFERSON ST.

project	95731	contract	PW-07-2017
drawing		rev.	
sheet	47	of	266 sheets
file 95731-INT10-007.dgn			

## **Exhibit D – Chipman Road Easement**



File: M:\TFR\10-00-503-00-CADD\Design\RDW\wplchp4450.dgn  
 Date: 4/20/2012 Time: 9:52:18 AM By: dthanson

REVISIONS

FINAL PLANS  
FOR REVIEW ONLY  
NOT FOR  
CONSTRUCTION

CITY PROJECT NO. 11001-D  
CHIPMAN ROAD  
IMPROVEMENTS  
RIGHT-OF-WAY PLAN  
STA 44+50 TO STA 49+50

Lee's Summit  
MISSOURI  
PUBLIC WORKS DEPARTMENT  
220 SE Green Street Lee's Summit, MO 64063  
PHONE: (816) 969-1800

DATE 4/20/2012
DESIGNED BY NT
DRAWN BY DJH
CHECKED BY JCK
SURVEY BOOK NO.
FILE NAME wplchp4450.dgn
SHEET 52 OF 276

TRACT 4  
SCOTT STANTON SMITH AND  
CINDY KAY MCCORMICK  
LOT 2, HUCKLEBERRY HOLLOW ESTATES

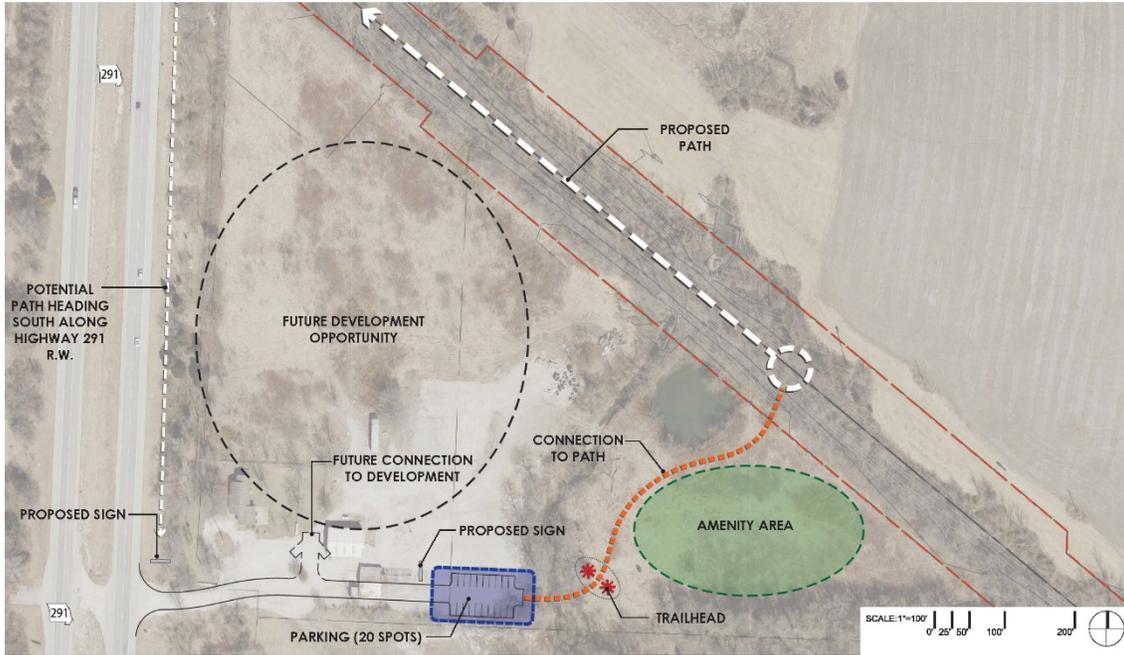
LEGEND

	Right-of-Way
	Permanent Easement
	Temporary Construction Easement



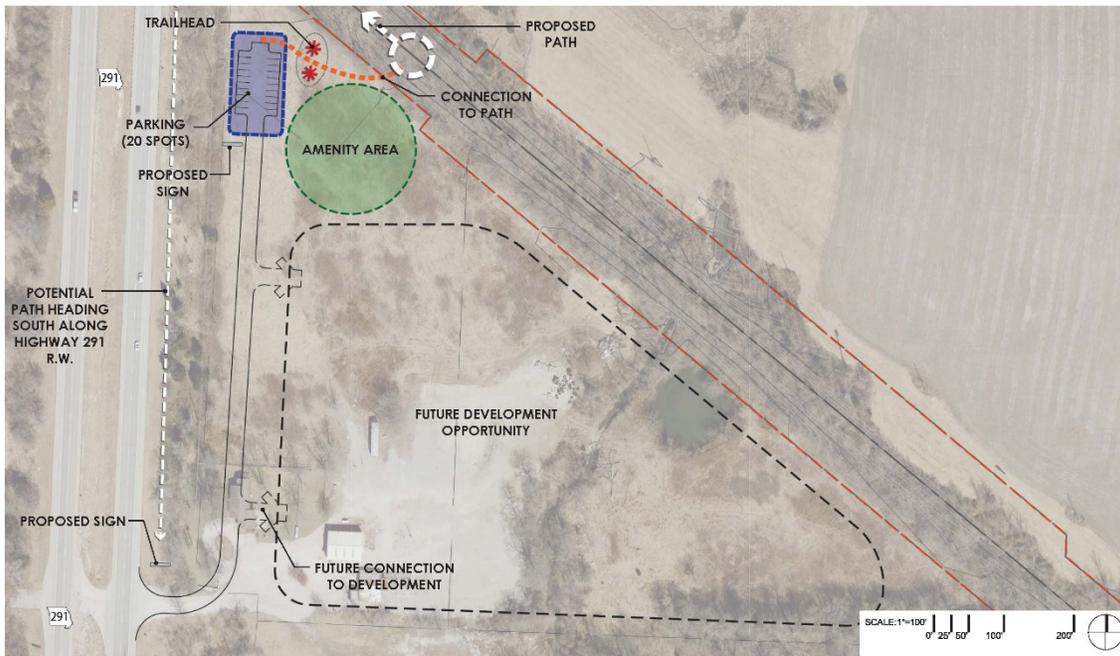
## Exhibit E – MO-291 Trailhead Location Area

**Estimated Cost:** \$55,000 – \$240,000, not including land/ROW costs. Costs are scalable depending on preferred amenities.



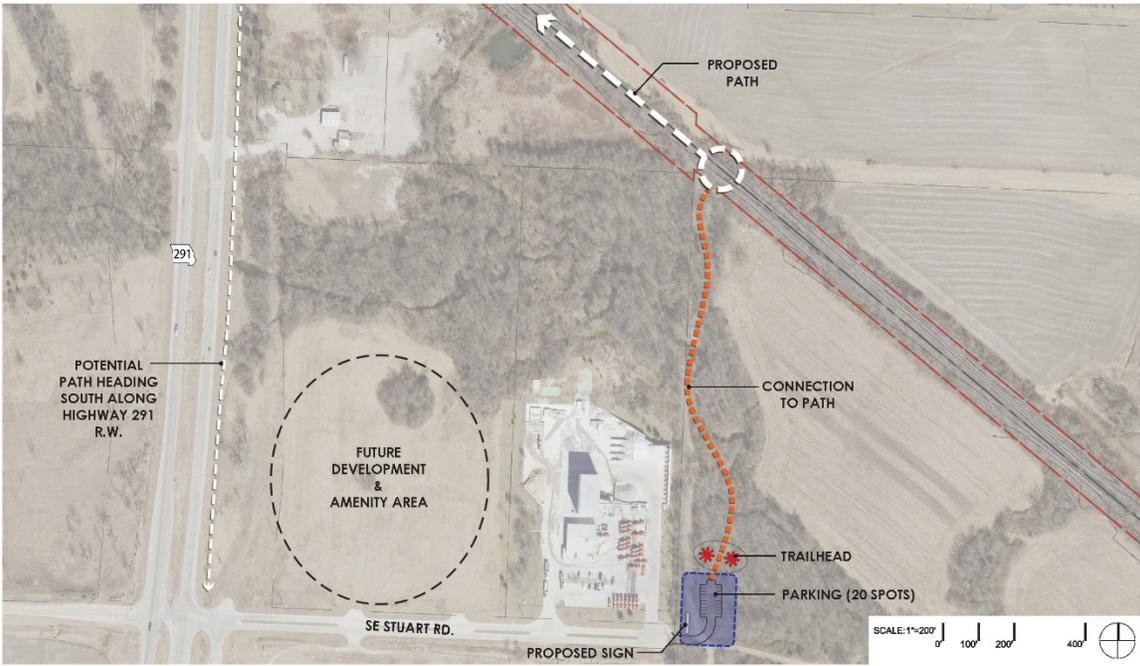
**9 SITE LOCATION 9 - HIGHWAY 291 (LAYOUT A)**  
Rock Island Corridor | Jackson County, MO

Transit BURNS MEDONNELL CONFLUENCE  
February 13, 2017

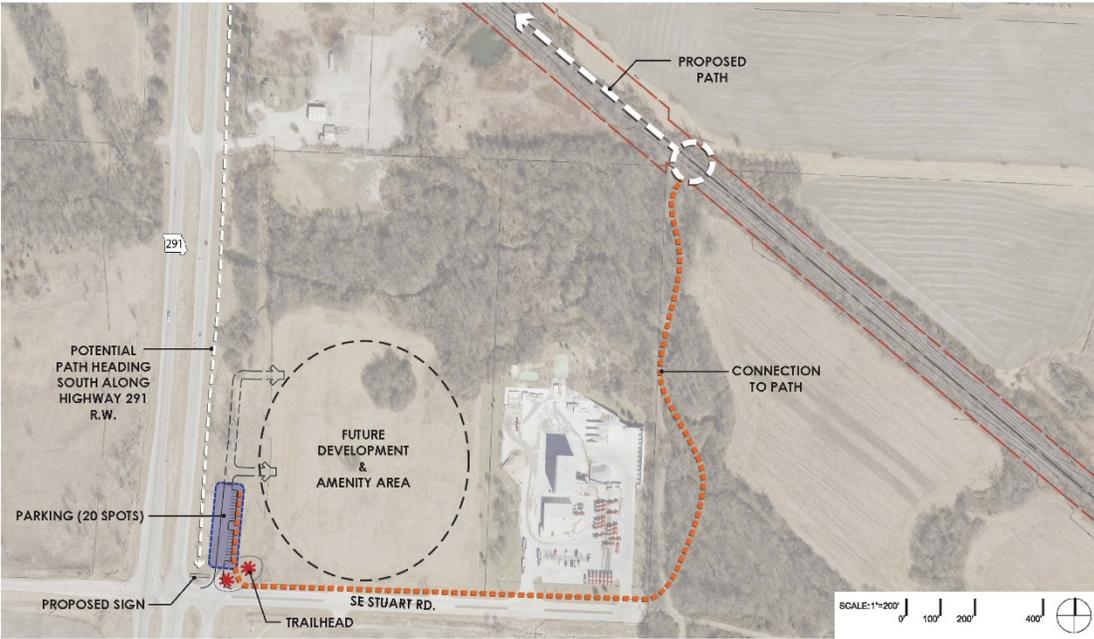


**9 SITE LOCATION 9 - HIGHWAY 291 (LAYOUT B)**  
Rock Island Corridor | Jackson County, MO

Transit BURNS MEDONNELL CONFLUENCE  
February 13, 2017



**9 SITE LOCATION 9 - HIGHWAY 291 (LAYOUT C)**  
 Rock Island Corridor | Jackson County, MO



**9 SITE LOCATION 9 - HIGHWAY 291 (LAYOUT D)**  
 Rock Island Corridor | Jackson County, MO

ROCK ISLAND RAIL CORRIDOR  
415 E. 12TH STREET  
FLOOR 4M  
KANSAS CITY, MO 64106

## Hello, Neighbor!

Our records show that your property is next to or near the Rock Island Corridor, the 17.7-mile railroad corridor recently acquired by Jackson County and the Kansas City Area Transportation Authority. While preserving the corridor for public use for future generations, Jackson County is planning a bicycle and pedestrian “shared use path” that will connect to the statewide Katy Trail. We are so excited to deliver this world-class asset to residents of Jackson County.

LINE 1  
LINE 2  
LINE 3  
LINE 4  
LINE 5  
LINE 6

# RideKC



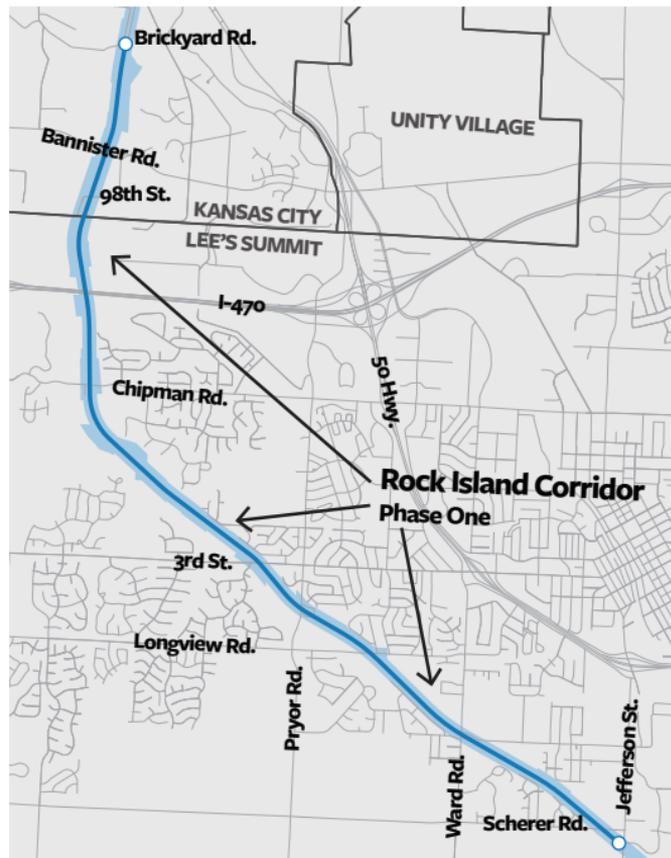
Construction on the first 6.4 miles of the Rock Island Corridor shared use path is set to begin in January 2018, and is expected to be complete in the late summer/early fall. Until that time, we ask that everyone please stay off the corridor premises. **We also ask that any personal property that has been placed on the corridor be removed as quickly as possible.**

If you believe that this message has reached you in error, please disregard it. If you have tenants, neighbors, or friends that live near the corridor, please extend our message to them. Thank you for your cooperation.

### Contact Us:

web: [www.RockIslandCorridor.org](http://www.RockIslandCorridor.org)  
email: [info@RockIslandCorridor.org](mailto:info@RockIslandCorridor.org)  
phone: 816-503-4847

## Project Location Map



INDEX OF SHEETS

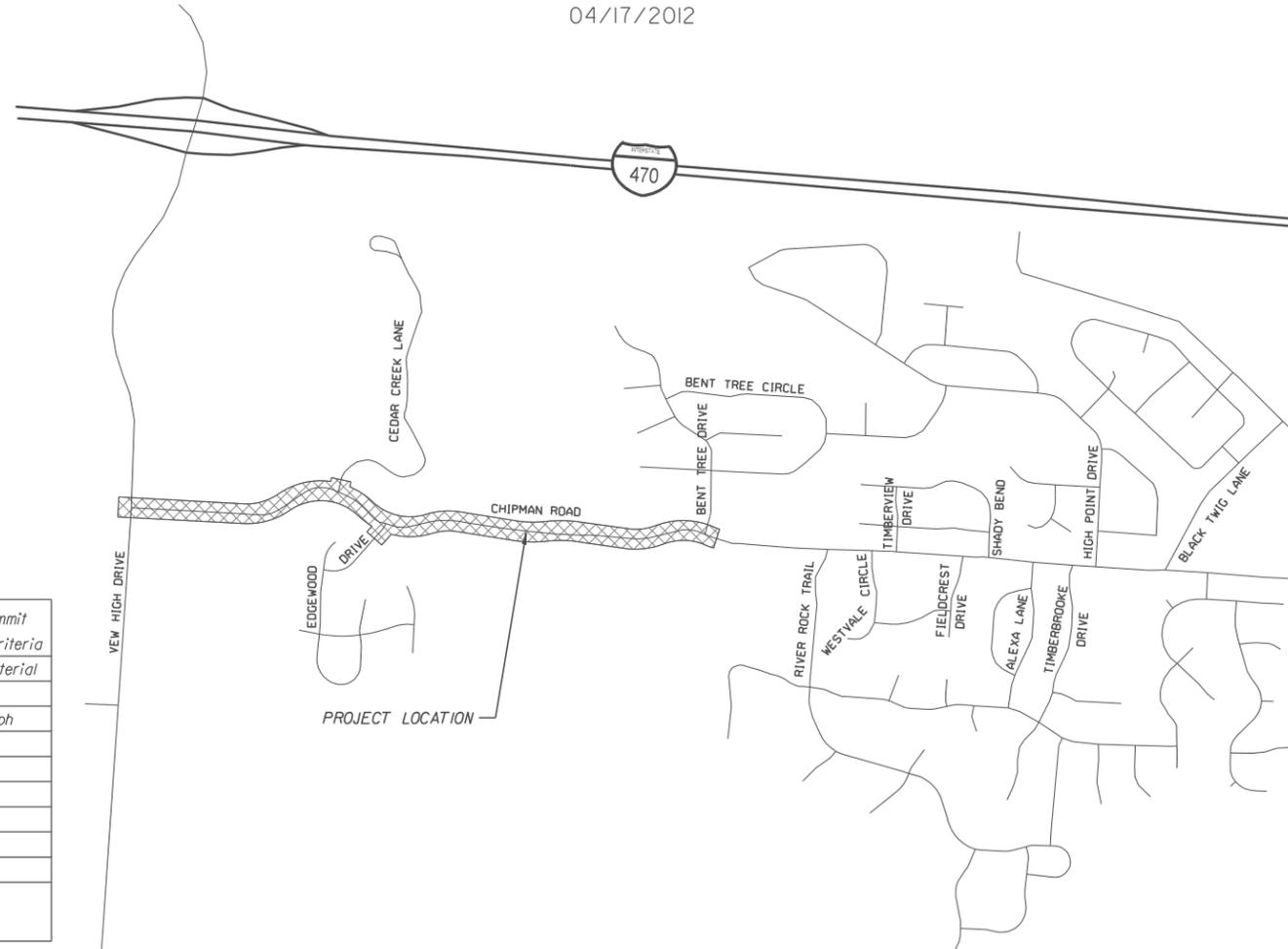
Sheet Number	Description
1	Title Sheet
2	Recapitulation of Quantities
3	General Layout & Notes
4-8	Geometric Layout Sheets
9-11	Typical Sections
12-14	Typical Sections (Concrete Pavement)
15-18	Demolition & Removal Plans
19-38	Chipman Road Plan & Profiles
39-40	Cedar Creek Lane Plan & Profiles
41-42	Edgewood Drive Plan & Profiles
43-44	Bent Tree Drive Plan & Profiles
45-57	Right-of-Way Plans
58-60	Driveway Profiles
61-63	Driveway Details
64-66	Storm Sewer Profiles
67-68	Drainage Data Sheets
69-70	Ditch Plan & Profiles
71-80	Storm Sewer Details
81-84	Intersection Details
85-87	Concrete Pavement Jointing Plans
88-89	Concrete Pavement Details
90	Miscellaneous Summary of Quantities
91	Guardrail & Barrier Plan
92-99	Guardrail Details
100-102	Bridge Modification Details
103-107	Retaining Wall Plan & Profiles
108	Retaining Wall Details
109-114	Street Lighting Plans
115-119	Street Lighting Details
120-123	Water Line Plan & Profiles
124-125	Water Line Details
126-128	Sanitary Sewer Plan & Profile
129	Sanitary Sewer Details
130-133	Temporary Erosion Control Plans
134-137	Permanent Erosion Control Plans
138-166	Erosion Control Details
167-170	Pavement Marking & Signing Plans
171-175	Pavement Marking & Signing Details
176-183	Construction Phasing Plan
184-190	Temporary Shoo-Fly Plan
191	Traffic Control Plan
192	Traffic Control Details
193-196	Miscellaneous Details
197	Drainage Area Map
198-276	Cross Sections



city of  
**Lee's Summit**  
missouri

# VIEW HIGH DRIVE TO BENT TREE DRIVE FINAL PLANS

04/17/2012



UTILITIES

KCP&L  
Attn: Heath Lenahan  
1300 SE Hamblen Road  
Lee's Summit, MO 64081  
(816) 347-4317, Cell (816) 392-3272  
heath.lenahan@kcp.com

AT&T  
Attn: Steven Smith  
215 N Spring Street  
Independence, MO 64050  
(816) 325-6527, Cell (816) 797-8730  
ssl089@att.com

Missouri Gas & Energy  
Attn: Becca Orr  
3025 SE Clover Drive  
Lee's Summit, MO 64082  
(816) 969-2218, Cell (816) 591-1963  
Rebecca.Orr@msug.com

Time Warner Cable  
Attn: Roy Bellis  
8221 W 119th Street  
Overland Park, KS 66213  
(913) 643-1914, Cell (913) 215-8934  
roy.bellis@twcable.com

Kansas City, Missouri Water Services  
Attn: Todd Hawes, P.E.  
4800 E 63rd Street  
Kansas City, MO 64130  
(816) 513-0296  
todd.hawes@kcmo.org

Lee's Summit Water Utilities  
616 NE Douglas Street  
Lee's Summit, MO 64064  
(816) 969-1800

Design Exceptions	Approved Design Criteria	Lee's Summit Design Criteria
Functional Classification	Minor Arterial	Major Arterial
Minimum Lane Width	11.00'	12.00'
Design Speed	35 mph	40-50 mph
Side Road Design Speed	15 mph (Stop Condition)	25 mph
Horizontal Alignment	No Tangent Between Curves	300'
Max. Grade	10.00%	7.00%
Min. Grade	0.50%	1.00%
Min. Vertical Curve Length	100.00'	3V
Max. Grade Break	4.00% (Stop Condition)	
Street Lighting	Light Levels Reduced Across Bridge (Meets Min. Requirements)	

NET LENGTH OF ROAD 4,726.90 FT. 0.90 MILES

CONVENTIONAL SIGNS LEGEND

HORIZONTAL CONTROL POINT.....	CP 1	CENTERLINE OF PROJECT.....	50
PROJECT BENCH MARK.....	TBM 4	SANITARY SEWER.....	---S---
PROPERTY CORNER.....	Prop. Cor. 1/2" Bar	CULVERTS.....	---C---
TOWNSHIP, SECTION or GRANT LINE.....	---	DROP INLET & STORM SEWER.....	---DS---
PROPERTY LINE.....	P	GAS MAIN.....	---G---
EXISTING FENCE.....	x-x-x-x	WATER MAIN.....	---W---
GUARD RAIL.....	---GR---	POWER POLE.....	---PP---
CONSTRUCTION LIMITS.....	---CL---	LIGHT POLE.....	---LP---
RIGHT OF WAY LINE.....	---RW---	HEDGE.....	---H---
RETAINING WALL.....	---RW---	TREES.....	---T---
PROFILE GRADE LINE.....	P.G.L.	Dead Man.....	---DM---

DESIGN DESIGNATION

AADT(2013)	4,500
AADT(2033)	9,600
Functional Class	Minor Arterial
Design Speed	35 mph



PREPARED & SUBMITTED BY:

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO 64131

(ENGINEER) \_\_\_\_\_ DATE \_\_\_\_\_  
I CERTIFY THESE PLANS WERE PREPARED BY ME OR UNDER MY IMMEDIATE PERSONAL SUPERVISION.

REVISIONS

FINAL PLANS  
FOR REVIEW ONLY  
NOT FOR  
CONSTRUCTION

CITY PROJECT NO. 11001-D  
CHIPMAN ROAD  
IMPROVEMENTS  
TITLE SHEET

Lee's Summit  
PUBLIC WORKS DEPARTMENT  
220 SE Green Street Lee's Summit, MO 64063  
PHONE: (816) 969-1800

DATE 4/20/2012
DESIGNED BY NT
DRAWN BY DJH
CHECKED BY JCK
SURVEY BOOK NO.
FILE NAME title.dgn
SHEET 1 OF 276

NOT FOR CONSTRUCTION

Date: 4/20/2012 Time: 9:47:39 AM By: dthansen File: M:\TFR\10-00-503-00-CADD\DD\Design\Title.dgn

## Packet Information

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**File #:** TMP-0779, **Version:** 1

---

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$103,657 AND COMMITMENT OF \$330,073 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR TRANSIT SERVICE AND CAPITAL EXPENSES.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$103,657 AND COMMITMENT OF \$330,073 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR TRANSIT SERVICE AND CAPITAL EXPENSES.

Key Issues:

- The City of Lee's Summit has contracted with the Kansas City Area Transportation Authority (KCATA) since 1999 for a commuter bus service - #152 Lee's Summit Express - between Lee's Summit and downtown Kansas City.
- The service provides four morning trips departing from Lee's Summit to downtown Kansas City, and four afternoon return trips, for those that commute to Kansas City for work.
- The cost to Lee's Summit for the 2018 contract with the KCATA for the #152 Lee's Summit Express Commuter Service and KCATA administration of OATS operating contract for RideKC Lee's Summit demand response transit service on behalf of the City will be \$103,657. The local matching funds will be paid from the Transportation Sales Tax Fund as programmed in the City's Capital Improvements Plan and approved by City Council as part of the FY2018 budget.
- Lee's Summit will obligate \$330,073 of its Federal Transit Administration Funding allocation to the KCATA for eligible operating and capital costs associated with these transit services.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$103,657 AND COMMITMENT OF \$330,073 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO

THE KCATA FOR TRANSIT SERVICE AND CAPITAL EXPENSES.

Background:

Since 1999, the City of Lee's Summit has contracted with the Kansas City Area Transportation Authority (KCATA) to provide a commuter bus service from the park-and-ride lot at Chipman Road and US50 Highway in Lee's Summit to various points in downtown Kansas City, Missouri. Originally this service provided three morning trips to downtown Kansas City and three afternoon return trips to Lee's Summit during the workweek (Monday through Friday). A fourth trip both ways was added in 2008 to address the increase in ridership.

The number of busses, days and hours of service for #152 Lee's Summit Express Commuter Service will be the same in 2018 as it was in 2017.

A portion of the City of Lee's Summit has been designated as an Urbanized Transit Area (UZA) by the Federal Transit Administration (FTA). This designation has allowed the City to take advantage of FTA funds to subsidize the annual cost of transit, including the contract with the KCATA for this service. In total, \$330,073 from the allocation of FTA funds to Lee's Summit will be obligated to the KCATA for the services provided under this Agreement, as well as matching funds for applicable transit services associated with the OATS operating contract by and between the City and OATS for the RideKC Lee's Summit demand response transit service that is managed by KCATA, to cover eligible transit capital and operating costs in 2018. The Lee's Summit FTA Section 5307 Fund allocation balance in 2017 was over \$1,000,000. In addition to FTA funding, state funding is utilized by the KCATA as well as revenue collected at the fare box to further reduce the cost. The City pays for the balance of the service from its Transportation Sales Tax fund.

The KCATA has submitted the proposed contract for the #152 Lee's Summit Commuter Express Service and administrative fees to the City. The cost for these services in 2018 would be \$95,932. The contracted cost for these services in 2017 was \$93,132. This represents approximately a 3% increase over last year's contract cost. Increased cost is associated with an increase in cost of service (e.g. staff, fuel, and maintenance).

The KCATA has also submitted a proposed management fee of \$7,725 for the administration of a contract between the City of Lee's Summit and OATS. As the designated administrator of Lee's Summit's FTA funds, the KCATA would apply available FTA funding and necessary administrative requirements of the FTA towards the OATS operation of transit services contracted by the City. This administrative fee facilitates the demand response transit services, RideKC Lee's Summit, under contract with OATS as the operator of such service. The 2018 fee has increased approximately 3% increase over last year's contract cost for KCATA administration of OATS services.

The total cost of proposed transit services by the KCATA in this agreement is \$103,657.00

A Lee's Summit transit study was completed in 2016. There were no recommended changes to KCATA Route 152 from that study. Additional KCATA fixed bus routes impacting Lee's Summit were considered in the study and/or recommended by other more recent transit studies conducted in the region (such as the Eastern Jackson County Transit Study). The recommendations for additional transit services, particularly fixed bus routes within and connecting Lee's Summit to the greater regional transit network, were reviewed by City

Council within the last 3 months. The City Council decided no further action was to be pursued at that time in response to a lack of identified transit funds necessary to support such recommendation(s). Continued review of fixed route transit options and transit alternative enhancements will be presented to City Council upon request and periodically as funding and/or new options or alternatives are available. Any changes to transit service or new service would be addressed in separate contracts, as required. This proposed contract for KCATA Route 152 service in 2018 may be amended or discontinued if in conflict at any time.

Impact/Analysis:

The transit program budget (\$261,000) in the approved CIP for FY2018 is provided by the Transportation Sales Tax Fund and includes transit costs for KCATA Route #152, contracted RideKC Lee's Summit demand response transit operated by OATS, and KCATA administrative fees. The OATS transit operating contract was renewed according to approved contract renewal provisions at an estimated local annual cost to Lee's Summit of \$185,000 for the 2018 calendar year prior to its 2017 calendar year expiration. The total proposed 2018 (calendar year) transit program costs to the City of Lee's Summit for KCATA Route #152, contracted RideKC Lee's Summit demand response transit operated by OATS, and KCATA administrative fees would be approximately \$290,000. This contract for #152 Lee's Summit Commuter Express service and the KCATA administration fee for OATS contracted service by and between the City of Lee's Summit and OATS is \$103,657 of the estimated \$290,000 total transit program costs to the City in 2018. Any discrepancy between contract costs and program funding will be corrected in the next fiscal year budget proposals with appropriate amendments in the Capital Improvement Plan.

Transit ridership had slightly decreased on the express service (Route #152) and significantly increased on the demand response service (RideKC Lee's Summit/OATS) in Lee's Summit. The express transit service generally meets commuter needs and may be more effected by gas prices than demand transit service. Gas prices have declined and remained relatively low for much of 2017. The attached exhibits depict ridership trends for KCATA Route #152 and the demand response transit service operated by OATS under contract with the City (managed by KCATA). The demand response transit graph includes all ridership data combined from OATS and KCATA MetroFlex services.

Timeline:

Start: January 1, 2018

Finish: December 31, 2018

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Park, City Traffic Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$103,657 AND COMMITMENT OF \$330,073 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR TRANSIT SERVICE AND CAPITAL EXPENSES.

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**File #:** TMP-0779, **Version:** 1

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Committee Recommendation:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICES BY AND BETWEEN THE CITY OF LEE’S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF \$103,657 AND COMMITMENT OF \$330,073 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR TRANSIT SERVICE AND CAPITAL EXPENSES.

WHEREAS, the Kansas City Area Transportation Authority (“KCATA”) is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the KCATA District; and,

WHEREAS, the City Council of the City of Lee’s Summit, Missouri (“City”) desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens by providing a sound, efficient and viable public transportation system to its citizens; and,

WHEREAS, since 1999 the City of Lee’s Summit contracted with the KCATA for the #152 – Lee’s Summit Commuter Express bus service between Lee’s Summit and downtown Kansas City, Missouri; and,

WHEREAS, the #152 bus service provides fixed schedule trips departing from Lee’s Summit to downtown Kansas City, Missouri in the morning, and four afternoon return trips; and,

WHEREAS, the City and the KCATA desire to enter into a cooperative agreement as set forth in the attached Contract for Transit Service for the #152 – Lee’s Summit Commuter Express Service and Administration of Transit Services for the City of Lee’s Summit associated with OATS Transit contracted by the City of Lee’s Summit.

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

SECTION 1. That the Contract for Transit Service by and between the City of Lee’s Summit, Missouri and the Kansas City Area Transit Authority in the amount of \$103,657 and commitment of \$330,073 of Federal Transit Administration Section 5307 formula funds to the KCATA for Transit Service and Capital Expenses, attached hereto and incorporated herein by reference, is hereby approved and the Mayor is 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 adoption, passage and approval by the Mayor.

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

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

**BILL NO. 18-**\_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

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ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
*Brian W. Head*  
City Attorney

**KANSAS CITY AREA TRANSPORTATION AUTHORITY**

Contract for Transit Service and Management of OATS Contract and Vehicles

**LEE'S SUMMIT, MISSOURI**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_, 2018, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **LEE'S SUMMIT, MISSOURI** (hereinafter referred to as the "Community").

**WITNESSETH:**

**WHEREAS**, a sound, efficient and viable public transportation system is essential to the socioeconomic well-being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

**WHEREAS**, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

**WHEREAS**, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

**WHEREAS**, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997; and,

**WHEREAS**, the Community entered into an agreement with OATS to provide public demand responsive service within the City of Lee's Summit and the Community desires for KCATA to manage this contract on behalf of the Community.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B", be operated by the KCATA for the period January 1, 2018, through December 31, 2018, unless sooner terminated under Paragraph "8" , "9" and "10" of this Contract.
2. The level of service as generally set forth in Attachment "B" shall not be changed or be modified without the consent of the Community.
3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.
4. The KCATA and the Community estimate the Community's total payment for the twelve-month service period (hereinafter referred to as "Local Share") to be **\$95,932**. This estimate is based on the following components of cost and revenue to applied to this Agreement:

Service Cost	\$ 387,963
Passenger Revenue	(\$65,800)
Estimated Total Deficit	\$ 322,163
Missouri State Funding	(\$ 3,258)
Lee's Summit 5307 Federal Funds	(\$244,393)
Local Operating Contribution	\$ 74,512
Local Capital Contribution	\$ 21,420
<b>Total Local Share</b>	<b>\$ 95,932</b>

5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$95,932**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share, or reimburse the Community for a portion of the Local Share previously paid.
6. It is the understanding of the parties that the community will obligate to the KCATA \$85,680 of its Federal Transit Administration section 5307 formula funds for the purpose of covering eligible capital expenses associated with the provision of public transportation services operated by KCATA. It is further agreed to by both parties that the KCATA will submit a grant application for the required Federal funding to the Federal Transit Administration and that, upon approval, the Federal Transit Administration will award the Federal 5307 funding required directly to the KCATA.

7. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
  - a. The Community's monthly Local Share obligation will be one-twelfth of the Community's portion of the estimated total deficit amount.
  - b. The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be provided.
  - c. By the 20th of the month following the month in which service was provided, the KCATA will provide the Community with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail Local Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy and/or federal formula funding obligation required by the reconciliation will be invoiced at this time, to be paid within ten days.
  - d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c", will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "b" will require payment of the unexpended balance of the Community's Local Share.
8. When the estimated operating loss of \$322,163 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.
9. If for any reason the KCATA is unable to obtain Federal 5307 operating assistance, as provided for in Paragraph "4" of this Contract, the Community will be immediately notified and this contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
10. This contract may be terminated prior to its expiration with a formal notice from the Community that is received by KCATA at least 75 days prior to the proposed termination date. The Community will be responsible for its share of all contract costs incurred by KCATA up to the termination date and for provision of Lee's

Summit UZA Section 5307 Funds. The Community will be responsible for public notice and customer notification and comment requirements of any service changes that result from the termination.

11. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising there from.
12. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration in order to maintain its eligibility for financial assistance pursuant to the Federal Transit Act. In this regard, the Community agrees to cooperate with the KCATA in meeting said regulations and requirements, and will not require the KCATA to violate said regulations and requirements. The Community will also cooperate with reasonable requests of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
13. The Community, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.

B. Americans with Disabilities Act of 1990 Special Service Provision

**Whereas** a contractual relationship with Lee's Summit requires that the Community not require the KCATA to provide public transit services that are in conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:

1. The nature of the transit service operated and/or managed within Lee's Summit by the KCATA precludes the requirement under the Americans with Disabilities Act to provide complementary paratransit service.

**C. OATS Contract Management Services**

1. KCATA will manage the City’s transportation services agreement with OATS (a separate agreement from this agreement) for provision of demand responsive service in the City of Lee’s Summit. This contract is expected to be effective January 1, 2018.
2. The City purchased and owns six vehicles which are currently being leased for this service to OATS. A separate agreement between the City and OATS contains the details of the lease agreement.
3. OATS will submit an original and one copy of the invoice including any supporting documentation to ATA at the address listed below. Invoice will be reviewed and accepted by ATA in conjunction with the CITY. ATA will invoice the CITY for local match. Upon receipt of local match, ATA will make payment within thirty days to OATS for 100% of eligible operating expenditures. OATS will submit a final billing within forty-five days of completion of the termination of the Agreement.

Kansas City Area Transportation Authority  
1350 East 17<sup>th</sup> Street  
Kansas City, Missouri 64108  
Attention: Chuck Ferguson

KCATA will charge a management fee of \$7,725 annually for this service.

**D. Summary of Community Share of Costs**

1. Fixed Route Commuter Services	\$95,932
2. Management of OATS Contract	<u>\$7,725</u>
<b>Total Community Share of Cost</b>	<b>\$103,657</b>

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

**KANSAS CITY AREA TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Daniel Serda, Chairman of the Board of Commissioners

ATTEST:

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

**CITY OF LEE'S SUMMIT, MISSOURI**

By: \_\_\_\_\_  
Name & Title:

ATTEST:

By: \_\_\_\_\_  
City Clerk

## ATTACHMENT "A"

### REVENUE AND COST ALLOCATION PROCEDURES

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
    - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
    - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
  2. Passenger types - definitions
    - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
    - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
  3. Computation of inter-city and intra-city passengers
    - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passengers ratios as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that community to total route passengers on the line.
    - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small,

or Metroflex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small or Metroflex) in the proportion of route miles per type of bus to total system miles for the same type of bus.

**C. Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or Metroflex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

**D. Estimated Net Income or Loss - Intra-City Routes** - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.

**E. Allocation of Net Income or Loss on Inter-City Routes.**

1. Suburban Express Routes

- a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers, and does not serve Kansas City, Missouri, intra-city passengers.
- b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.

2. Local Service Inter-City Routes

- a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
- b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.

- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
  - (1) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
  - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
  - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.
- d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.

**F. Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.

**G. Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.

**H. For Service Implemented After December 31, 1997** – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Attachment, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc.

**ATTACHMENT "B"**

**CITY OF LEE'S SUMMIT**

**CONTRACT SERVICE**

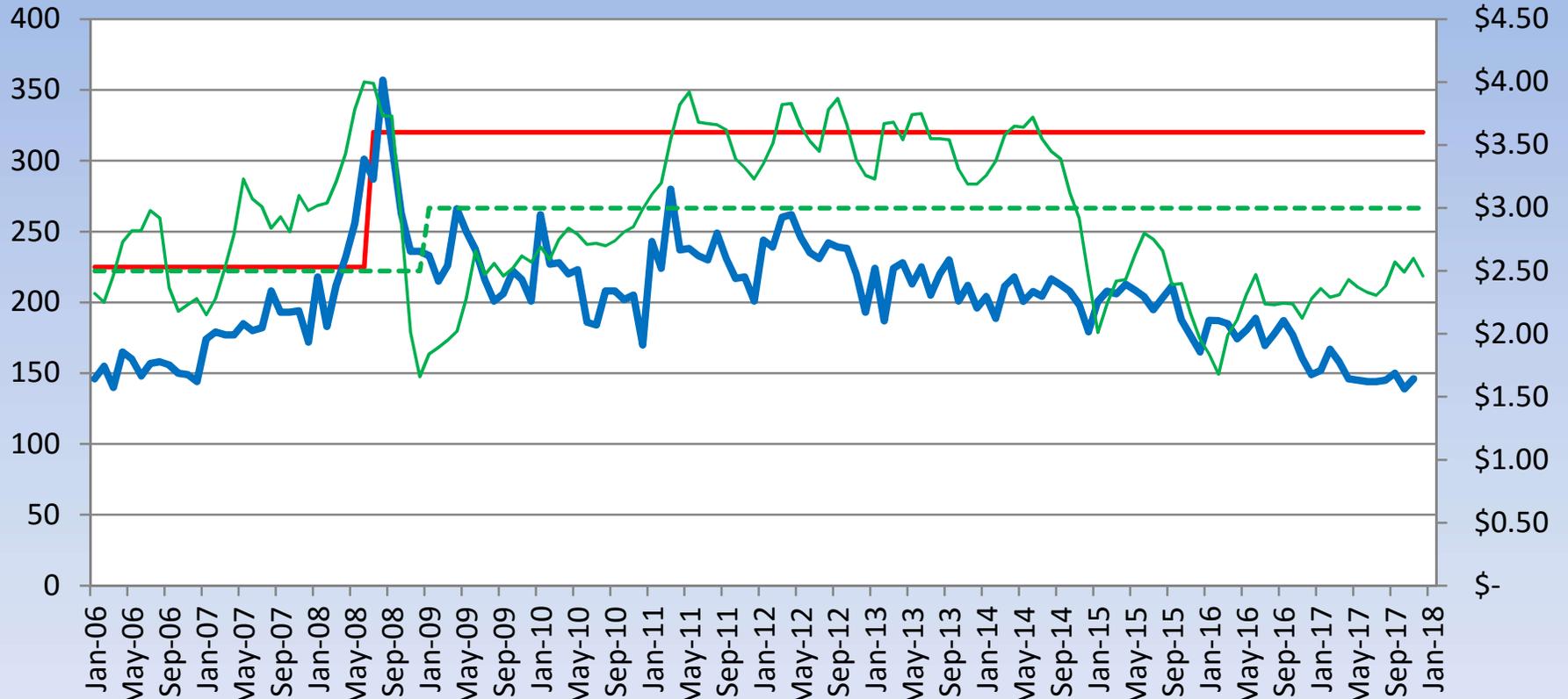
One route will provide commuter express service between Lee's Summit City and downtown Kansas City, Missouri. Service is as follows:

**Route #152—Lee's Summit Express**, This route will provide commuter express transit service during the A.M. and P.M. peak commute periods, using forty foot passenger buses. The service will consist of four A.M. inbound trips, all operated with forty foot passenger buses, originating at the commuter park & ride lot at Chipman Road and 50 Highway and terminating in downtown/Crown Center, Kansas City, Missouri and four P.M. outbound trips, operated with forty foot passenger buses, originating in downtown/Crown Center, Kansas City, Missouri and terminating at the commuter park & ride lot at Chipman Road and 350 Highway.

Full Fare: \$3.00

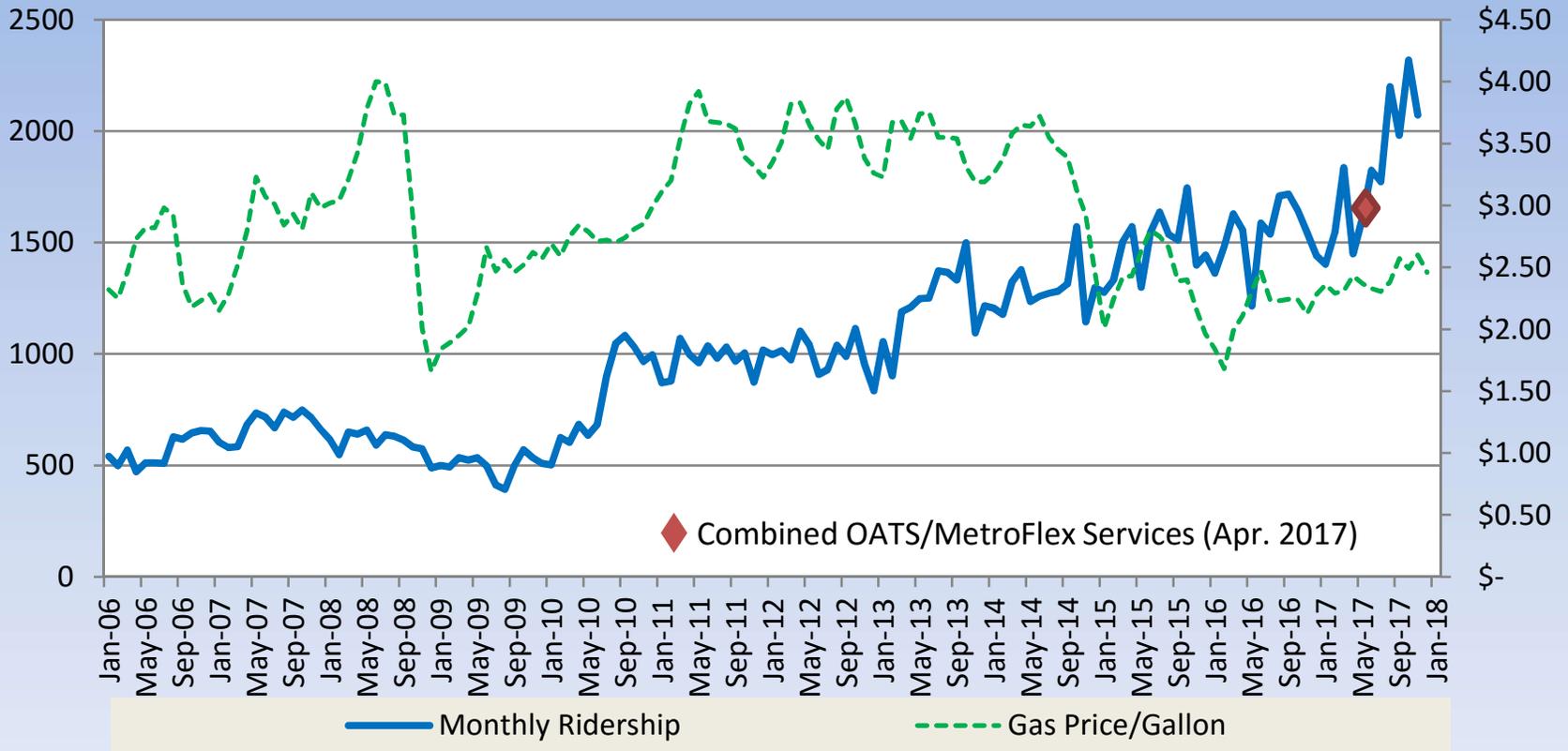
Reduced Fare: \$1.50

# Express Transit Service



— Route 152 Capacity    
 — Rotue 152 Daily Ridership    
 - - - \$ Fare    
 — Avg. Gas Price/Gallon

# DEMAND RESPONSE TRANSIT





## Packet Information

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**File #:** TMP-0757, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$165,000.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FOUR STREAMBANK STABILIZATION/STORMWATER MANAGEMENT PROJECTS (RFQ NO. 2018-301).

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$165,000.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FOUR STREAMBANK STABILIZATION/STORMWATER MANAGEMENT PROJECTS (RFQ NO. 2018-301).

Key Issues:

- Staff has identified four (4) locations in the City where stream bank erosion is threatening damage to roadway infrastructure.
- Funds will be expended from the Capital Improvement Sales Tax Fund (322) ahead of the April 1, 2018 beginning of the renewed sales tax collection. As sales taxes are collected from the new sales tax authorization after April 1, the fund will be replenished for those expenditures.
- City Staff Issued RFQ No. 2018-301 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement policy.
- Allgeier Martin and Associates, Inc. was selected for the project and satisfactorily conducted negotiations for scope and fee with City Staff.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$165,000.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FOUR STREAMBANK STABILIZATION/STORMWATER MANAGEMENT PROJECTS (RFQ NO. 2018-301).

Background:

The primary reason for these projects is to design effective stabilization measures to protect the existing roadway infrastructure in four locations within the City.

**NE BRISTOL DRIVE**

The project will improve the unnamed stream running under NE Bristol Drive near NE Concord Street. Recently, the

centerline of the stream has begun to shift southward upstream of the crossing at NE Bristol Drive, causing the existing culvert wing wall to collapse. Temporary gabions will be installed to protect the exposed roadway embankment, but the long term solution will require more significant work upstream. This project is intended to improve the stream running under Bristol Drive in such a way as to assure the long term integrity of Bristol Drive by protecting it from any undercutting or other degradation resulting from stream flows. As an added benefit, the work will also stabilize streambank erosion that is affecting a nearby house.

#### **NE DOUGLAS STREET**

Severe erosion along approximately 150 feet of NE Douglas Street is threatening to undermine the roadway leading into Lee's Summit Municipal Airport. A stormwater conveyance system, that will ensure the continued stability of the road pavement while conveying stormwater flows originating from the airport, is required. Minor stream improvements to the receiving stream west of NE Douglas Street may also be required. 2612 NE Douglas Street is the nearest address.

#### **SE 2<sup>ND</sup> STREET**

The stream which runs along the north side of SE 2<sup>nd</sup> Street, approximately 250 feet west of SE Independence Avenue is meandering towards 2<sup>nd</sup> Street, threatening the sidewalk and roadway. Streambank stabilization efforts are needed to protect 2<sup>nd</sup> street and the adjacent sidewalk.

#### **SW 3<sup>RD</sup> STREET**

This project will determine the best method to stabilize a slope on the north side of 3rd Street that is failing and endangering existing infrastructure. A global slope failure at this location would close 3<sup>rd</sup> Street between SW Winterpark Blvd. and SW Forestpark Blvd. and the resulting closure of 3<sup>rd</sup> Street would be for an extended period of time. Such a closure would also require extensive and costly emergency repair work to re-open 3<sup>rd</sup> Street. A box culvert is located beneath the roadway at this location, the culvert is being undermined and stormwater is eroding the base of the slope. Work will most likely include reconstructing the slope, erosion protection along the slope, stabilizing the culvert foundation, extension of the box culvert, and Corps of Engineer permitting.

#### Impact/Analysis:

Proposed improvements will provide long-term protection for the roadways near streams by improving slope stability and streambank stability.

#### Timeline:

Start Design: Early 2018

Finish Design: Fall 2018

Construct: late 2018 through 2019

#### Other Information/Unique Characteristics:

RFQ No. 2018-301 was publicly advertised starting October 27th, 2017. The RFQ was advertised using the City's web site and www.PublicPurchase.com to notify potential vendors. 58 potential vendors viewed the RFQ, and 9 firms submitted responsive qualification submittals by the November 17, 2017 closing date. The selection committee recognized that the Allgeier Martin and Associates, Inc. RFQ submittal demonstrated superior qualifications and no interviews were necessary.

Presenter: Dave Lohe, Supervisory Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN

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**File #:** TMP-0757, **Version:** 1

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AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$165,000.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FOUR STREAMBANK STABILIZATION/STORMWATER MANAGEMENT PROJECTS (RFQ NO. 2018-301).

Committee Recommendation:

BILL NO.

ORDINANCE NO.

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AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$165,000.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FOUR STREAMBANK STABILIZATION/STORMWATER MANAGEMENT PROJECTS (RFQ NO. 2018-301).

WHEREAS, City intends to have engineering services for Four Streambank Stabilization/Stormwater Management Projects (hereinafter "Project"); and

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

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

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

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

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

SECTION 1. That the agreement, for professional engineering services contract by and between the City of Lee's Summit, Missouri and Allgeier Martin and Associates, Inc., generally for the purpose of professional engineering services for the Four streambank Stabilization/Stormwater Management Projects, 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.

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

ATTEST:

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

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

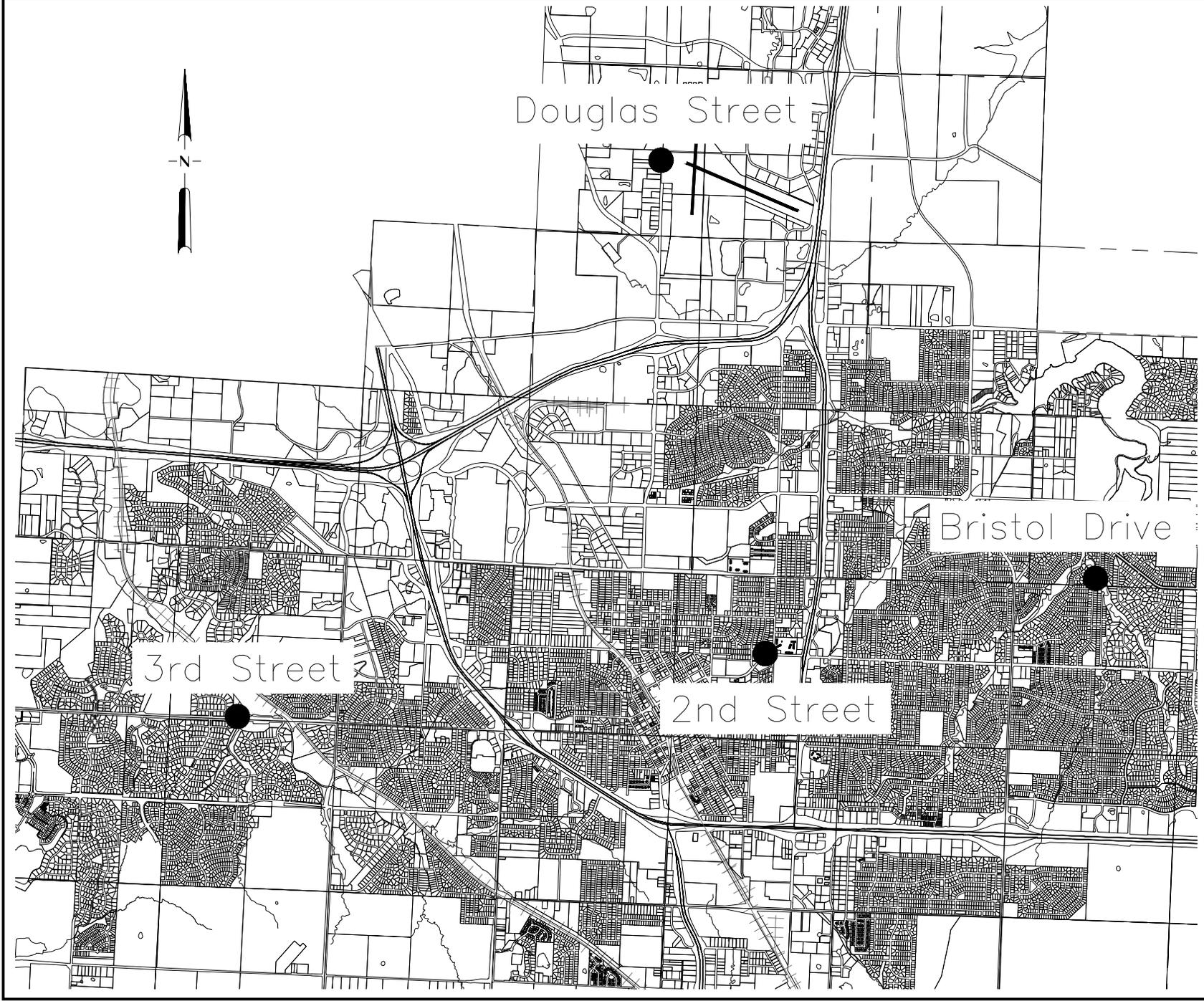
\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

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

APPROVED AS TO FORM:

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



Date: 12/27/2017  
Drawn By: JHP

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

Project Map



**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR THE FOUR STREAMBANK STABILIZATION/STORMWATER MANAGEMENT  
PROJECTS (RFQ NO. 2018-301)**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

1.1 General

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

1.1.2 Coordinate the planning, design and construction of improvements for the four stormwater projects mentioned above with the City.

1.1.3 In general, the Project consists of the following:

- 1.1.3.1 Project areas are generally as follows: Upstream side of NE Bristol Drive near NE Concord Street; 150 Feet of NE Douglas Street leading into Lee's Summit Municipal Airport; North side of 2<sup>nd</sup> Street approximately 250 feet west of SE Independence Avenue; and North side of SW 3<sup>rd</sup> Street located 800 feet east of SW Winterpark Drive.
- 1.1.3.2 Design streambank stabilization improvements for each of the four projects.
- 1.1.3.3 Bidding and limited Construction Phase Engineering for installation of the improvements identified above and within the project area boundary.
- 1.1.3.4 Right-of-Way/Easement Writing services for the projects, which will include permanent and temporary construction easement exhibits, as well as written descriptions.
- 1.1.3.5 Secure necessary environmental permits for the project. Correspond with FEMA, USACE and MDNR for construction and necessary permits, including preparation of SWPPP's. Cost of permits, if any, to be paid by the City.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

- 1.2.1 Meet with City and City's representatives to discuss recommendations, project expectations, alternate considerations and costs.
- 1.2.3 Conduct topographic and boundary surveys to the extent necessary for design of the project facilities.
- 1.2.4 Subcontract a geotechnical study and slope stability analysis for the SW 3<sup>rd</sup> Street Project. This work will be provided by Terracon, Inc.
- 1.2.5 Conduct research and investigation into existing utilities located within the project boundaries. Engineer shall:
  - 1.2.5.1 Make notification to utilities during conceptual phase/preliminary design process. Notification to be made in a specific, documentable format.
  - 1.2.5.2 If determined necessary after preliminary review of potential utility conflicts and consultation with the City, a plan shall be prepared and presented for the City to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. An allowance has been included in Article II of this contract for these services.
  - 1.2.5.3 Submit a utility report, which is to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.
- 1.2.6 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with City.
- 1.2.7 Based on the information contained in the preliminary design documents, submit to the City an opinion of probable project costs.
- 1.2.8 If requested, attend a Public Meeting with the City to present the preliminary design to local impacted residents for comments.

- 1.2.9. On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and Job Special Provisions to show the character and extent of the Project. Since the City has adopted and is familiar with the Kansas City APWA general specifications, the ENGINEER will provide the Job Special Provisions in a format that is compatible to the City's contract documents, and the City will provide the Contract Documents and General Specifications.
- 1.2.10. Advise City of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.
- 1.2.11. Compile for review and approval by City, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, easements and assist in the preparation of other related documents.
- 1.2.12. Furnish electronic and PDF digital files of the Plans, Job Special Provisions, Easements and general information for use by the City.

1.3 Bidding and Construction Phase

Following approval of the design documents and acquisition of required easements by the City, ENGINEER shall assist in the bidding phase for this project described, as follows:

- 1.3.1 Attend and assist with answering contractor's questions arising from City's project pre-bid conference and development of addendum information that may be necessary as a result of pre-bid conference.
- 1.3.2 Assist City in opening and evaluating bids or proposals and provide a written award recommendation.
- 1.3.4 Assist with a project pre-construction conference.
- 1.3.5 If requested, conduct up to 4 site visits to answer questions which may arise as to design concepts.
- 1.3.6 Provide support during construction to answer questions on intent of project plans, and if requested, review/comment on submittals. If significant changes were made to the plans during construction, provide Record Drawings upon request by City.
- 1.3.7 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

**PROJECT TEAM**

Kurt Higgins, P.E., Vice President shall be the Project Manager/Engineer, and Charles Patterson, PhD, P.E. shall be the lead Hydraulics and Hydrology Engineer, and Sarah Simon, P.E. shall be the Lee's Summit Liaison Engineer for the duration of the Project, unless the ENGINEER requests and receives the City's approval to appoint other personnel to these positions.

Geotechnical investigation and slope stability analysis will be subcontracted to Terracon, Inc. based in Lee's Summit Missouri.

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

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

1.4 Optional Services.

1.4.1 ENGINEER shall subcontract potholing services to locate utilities during design phase if City and ENGINEER agree services are warranted. ENGINEER will invoice City actual cost plus 10% and an allowance of \$5,000 has been included in the contract for these services.

1.4.2 ENGINEER shall provide right of way/easement negotiation, appraisals, construction observation, and other services upon written request.

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

City shall provide the following services to Engineer:

City Services

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

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

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of one hundred and sixty five thousand Dollars (\$165,000), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of one hundred and sixty thousand Dollars (\$160,000).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. Fees for these services will be provided after receiving written request. An allowance of \$5,000 has been included for Optional Services for potholing services.
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
  - 1. Project Name/Task Name/RFP Number/Description of Agreement.
  - 2. Invoice Number and Date.
  - 3. Purchase Order Number issued by City.
  - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
  - 5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
  - 6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past

due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

## **ARTICLE V COMPLETION TIME**

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

Assuming that the Notice to Proceed will be issued on, or before February 12, 2018, design survey and existing site plans shall be completed around March 24, 2018.

Engineering Design (15%) with Existing watershed analysis shall be completed around May 31, 2018.

Engineering Design (25%) with conceptual planning, sizing, layout and geotechnical report of project shall be completed around June 28, 2018.

Engineering Design (50%) with preliminary recommendations shall be completed around July 26, 2018.

Engineering Design (85%) with field check design plans, legal descriptions, easement exhibits and cost estimates shall be completed around August 23, 2018.

Engineering Design (100%) with final plans, specifications, and estimate, including and bid documents for the Project shall be completed around October 01, 2018.

Bidding phase time frame shall be controlled by the City, but is anticipated to take place in the Fall of 2018.

Construction Phase to be determined, but may begin in late Winter 2018 thru the Summer of 2019.

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

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

## **ARTICLE VI INSURANCE**

- A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.
- B. **NOTICE OF CLAIM:** The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- C. **INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
- D. **SUB-CONSULTANT'S INSURANCE:** If any part of the contract is to be sublet, the Engineer shall either:
1. Cover all sub-consultants in the Engineer's liability insurance policy or,
  2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.
- E. **SELF-INSURED RETENTIONS / DEDUCTIBLES:** Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.

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

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

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

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

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

Limits:

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

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

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

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Engineer nor has the City assessed the risk that may be applicable to the Engineer.

2. The Engineer's liability program will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

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

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

D. EMERGENCY CHANGES IN SERVICES: The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an “emergency” shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

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

E. TERMINATION: In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.

1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.

2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City’s reasonable cost to mitigate or correct the effects of such termination.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.

F. COMPLIANCE WITH LAWS: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

- G. **SUBLETTING ASSIGNMENT OR TRANSFER:** Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. **ENGINEER'S ENDORSEMENT:** Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. **INSPECTION OF DOCUMENTS:** Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. **INDEMNIFICATION AND HOLD HARMLESS:** Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. **LIMITATION OF LIABILITY:** In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement

may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

- O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

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

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

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

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

and notices to Engineer shall be addressed to:

Allgeier, Martin and Associates, Inc.  
Kurt Higgins, P.E., Vice President  
7231 E. 24<sup>th</sup> Street  
Joplin, MO 64804

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

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

Reserved.

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

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

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

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

ENGINEER:



\_\_\_\_\_  
BY: Kurt Higgins, P.E.  
TITLE: Vice President

ATTEST:



\_\_\_\_\_  
BY: Michael Atkinson, P.E.  
TITLE: Vice President

**Exhibit A**

**ALLGEIER, MARTIN and ASSOCIATES, INC.**  
**Consulting Engineers and Surveyors**

**RATE SCHEDULE  
2018**

**LABOR RATES**

<u>Classification</u>	<u>Hourly Billing Rate</u>
	01/01/2018 thru 12/31/2018
Principal/Engineer IV	\$195
Principal/Engineer III	\$180
Project Manager/Engineer II	\$160
Project Manager/Engineer I	\$145
Technician III/GIS Specialist	\$132
Technician III	\$112
Technician II	\$100
Technician I	\$94
Two-Man GPS Survey Crew	\$185
One-Man GPS Survey Crew	\$145
Three-Man Survey Crew	\$201
Two-Man Survey Crew	\$160
Registered Land Surveyor II	\$170
Registered Land Surveyor I	\$150
Survey Crew Member	\$76
Right of Way Specialist	\$116
Project Representative III	\$112
Project Representative II	\$100
Project Representative I	\$92
Secretary/Assistant	\$76
Print Specialist	\$76

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

**NON-LABOR RATES**

<u>Item</u>	<u>Rate</u>
Travel	\$0.53 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

## Packet Information

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**File #:** TMP-0780, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE MIDWEST DIVISION LSH LLC ("HCA MIDWEST") WHICH SERVES AS THE CONTROLLING ASSOCIATION OF PROPERTIES WITHIN HCA MIDWEST FOR UPGRADED STREET LIGHTING ON SE BLUE PARKWAY FROM SE TODD GEORGE PARKWAY TO APPROXIMATELY 2500 FEET EAST OF SE TODD GEORGE PARKWAY.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE MIDWEST DIVISION LSH LLC ("HCA MIDWEST") WHICH SERVES AS THE CONTROLLING ASSOCIATION OF PROPERTIES WITHIN HCA MIDWEST FOR UPGRADED STREET LIGHTING ON SE BLUE PARKWAY FROM SE TODD GEORGE PARKWAY TO APPROXIMATELY 2500 FEET EAST OF SE TODD GEORGE PARKWAY.

Key Issues:

- Resolution 06-04 adopted standards for minimum street lighting requirements ("Standard Street Light Requirements").
- The proposed street lights are part of the street light system the City leases from Kansas City Power and Light and for which the City is billed monthly according to rates set by the Public Service Commission.
- The Midwest Divisions LSH LLC which serves as the controlling association of properties within HCA Midwest, desires to install four upgraded street lights in excess of the material permitted in the Standard Street Light Requirements.
- The City will incur no additional costs from the installation of the upgraded street lights.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE MIDWEST DIVISION LSH LLC ("HCA MIDWEST") WHICH SERVES AS THE CONTROLLING ASSOCIATION OF PROPERTIES WITHIN HCA MIDWEST FOR UPGRADED STREET LIGHTING ON SE BLUE PARKWAY FROM SE TODD GEORGE PARKWAY TO APPROXIMATELY 2500 FEET EAST OF SE TODD GEORGE PARKWAY.

Background

- Resolution 06-04 adopted standards for public street lighting infrastructure, and these standards include the design criteria, the material requirements and the base levels of lighting according to street classification and requirements for where street lights are located.
- The proposed street lights fall under the leased lighting system, and the City is charged a monthly rate

for each street light. This rate, which is based on the standards in Resolution 06-04, includes the capital cost of the street light, its installation, its maintenance and its energy costs. Upgraded street lights or additional street lights can be installed provided the costs for these lights are not paid for by the City.

- The HCA Midwest desires to install four upgraded street lights.

Impact/Analysis:

This Agreement will require HCA Midwest pay the City the the pro-rated actual difference in annual cost for four (4) upgraded street lights. The City will bill HCA Midwest at the current rates set by the Public Service Commission on or before July 1 of every fiscal year. Provisions within the Agreement insure there are no additional costs associated with the removal or changing of the street lights contained within this request.

Timeline:

Start: NA

Finish: NA

Other Information/Unique Characteristics:

None

Presenter: Scott Ward, Senior Staff Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE MIDWEST DIVISION LSH LLC ("HCA MIDWEST") WHICH SERVES AS THE CONTROLLING ASSOCIATION OF PROPERTIES WITHIN HCA MIDWEST FOR UPGRADED STREET LIGHTING ON SE BLUE PARKWAY FROM SE TODD GEORGE PARKWAY TO APPROXIMATELY 2500 FEET EAST OF SE TODD GEORGE PARKWAY.

Committee Recommendation: Public Works Committee meetings were cancelled in March and April by Chairman Mosby so this item is moving straight to City Council.

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE MIDWEST DIVISION LSH LLC ("HCA MIDWEST") WHICH SERVES AS THE CONTROLLING ASSOCIATION OF PROPERTIES WITHIN HCA MIDWEST FOR UPGRADED STREET LIGHTING ON SE BLUE PARKWAY FROM SE TODD GEORGE PARKWAY TO APPROXIMATELY 2500 FEET EAST OF SE TODD GEORGE PARKWAY.

WHEREAS, Resolution No. 06-04 adopted standards for minimum street lighting requirements ("Standard Street Light Requirements"); and,

WHEREAS, the City leases this part of the street light system from Kansas City Power and Light and is billed monthly according to rates set by the Public Service Commission; and,

WHEREAS, the Midwest Division LSH LLC desires to install four upgraded street lights on SE Blue Parkway, from SE Todd George Parkway to approximately 2500 feet east of SE Todd George Parkway at its cost; and,

WHEREAS, the Midwest Division LSH LLC has agreed to reimburse the City any additional costs associated with the installation and operation of such street lights.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri, hereby approves the agreement by and between the City of Lee's Summit and the Midwest Division LSH LLC, generally for upgraded street lighting on SE Blue Parkway, which is attached hereto and incorporated by reference as if fully set forth herein, and authorizes the execution of the same by the City Manager.

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

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

ATTEST:

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

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

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

## **AGREEMENT FOR UPGRADED STREET LIGHTING CITY OF LEE'S SUMMIT, MISSOURI**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between The Midwest Division LSH LLC ("HCA Midwest"), controlling association of properties within HCA Midwest (the "Subdivision"), and the City of Lee's Summit, Missouri, ("City") a Missouri municipal corporation and home rule charter city.

**WHEREAS**, the City, by Resolution No. 06-04, adopted standards for minimum street lighting requirements ("Standard Street Light Requirements") within the City of Lee's Summit consisting of a 150-watt sodium vapor light on a steel pole; and

**WHEREAS**, the City leases the street light system from Kansas City Power & Light, its successors and assigns ("KCPL") and is billed monthly according to rates set by the Public Service Commission based on capital cost of the light, installation, maintenance, and energy costs; and

**WHEREAS**, street lights could be installed in compliance with applicable standards on the public right-of-way within the Subdivision and conforming to the Standard Street Light Requirements; and

**WHEREAS**, HCA Midwest desires to provide four upgraded street lights within the Subdivision, in excess of the Standard Street Light Requirements with regard to location but otherwise conforming to the Standard Street Light Requirements in all other respects, on the public right-of-way; and

**WHEREAS**, this agreement ensures the City will incur no additional costs from the installation of the proposed four upgraded street lights.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, HCA Midwest and City do hereby covenant and agree to the following terms and conditions:

1. HCA Midwest, in exchange for the obligations assumed under this Agreement, may request, and the City shall authorize, that KCPL install four (4) upgraded street lights, in the Subdivision. The street light shall comply in all respects with the Standard Street Light Requirements with exception of pole type and fixture type.
2. Upon installation of the upgraded street lights, HCA Midwest shall pay the City the pro-rated actual difference in cost incurred by the City from Standard Street Lights for each of the four (4) upgraded street lights being installed at the request of HCA Midwest.
3. On or before July 1, 2018, and July 1 of every subsequent fiscal year, HCA Midwest shall pay the City in advance, the full difference in annual cost, according to the rate schedule imposed by KCPL applicable to the City of Lee's Summit, in effect at that time for the four (4) upgraded street lights within the Subdivision.
4. In the event that payments are not made according to Paragraphs 2 and 3 of this Agreement, the City may at its option and upon 30 days written notice to HCA Midwest request that KCPL replace the four upgraded street lights with the Standard Street Light. HCA Midwest shall at all times have the obligation of providing the City with the address

upon which such written notice shall be sent. Failure to provide this address or any change in the address shall waive HCA Midwest's right to notice under this paragraph. In the event that the City makes such a request, and KCPL replaces the upgraded street lights, HCA Midwest shall be responsible for all costs associated with this removal and initial installation. In the event that KCPL fails or refuses to replace the upgraded street lights, then HCA Midwest's obligation under Paragraph 3 shall continue unabated.

5. HCA Midwest shall record a declaration with the Jackson County Recorder of Deeds containing provisions regarding the proposed upgraded street lights. These provisions shall be consistent with the terms of this Agreement and subject to the approval of the City.
6. This contract shall be in effect from the date of its execution by the parties and terminate upon the expiration of the current contract with KCPL and may be extended for additional terms upon extension or renewal of the contract with KCPL.
7. The provisions of this Agreement shall inure to the benefit and bind the successors and assigns of the parties hereto and nothing herein contained shall prevent assignment of this Agreement hereunder by HCA Midwest.
8. The individual signing on behalf of HCA Midwest hereby represents and warrants that he has the authority to execute this document and to bind The Midwest Division LSH LLC in the manner specified herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

HCA Midwest

  
\_\_\_\_\_  
By:     Matt Sogard      
Title:     CEO    

Attest:

\_\_\_\_\_

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

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

(Corporate Seal Affixed Here)

City of Lee's Summit

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Stephen A. Arbo  
City Manager

Attest:

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Trisha Fowler Arcuri  
City Clerk

Approved as to Form:

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



ASHTON AT  
CHARLESTON  
PARK

HCA  
MIDWEST



## Packet Information

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**File #:** TMP-0774, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 4 TO THE ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR WATER AND SANITARY SEWER WITH HDR ENGINEERING, INC. (RFQ NO. 2016-042-1), FOR A NOT TO EXCEED COST OF \$99,070.00, FOR THE DESIGN UPDATE OF CEDAR CREEK INTERCEPTOR SEGMENT 3.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 4 TO THE ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR WATER AND SANITARY SEWER WITH HDR ENGINEERING, INC. (RFQ NO. 2016-042-1), FOR A NOT TO EXCEED COST OF \$99,070.00, FOR THE DESIGN UPDATE OF CEDAR CREEK INTERCEPTOR SEGMENT 3.

Key Issues:

- Approximately 2800 feet of Cedar Creek Interceptor was designed in 2014 by HDR Engineering, Inc. as part of Cedar Creek Interceptor 2-2, but not constructed due to project budget constraints.
- Sewer Tap Fee funds are now available to complete the project.
- There have been some changes to the area around the electric substation since the original design was completed.
- There are additional easements and access rights which will need to be aquired during this work.
- The existing sewer main does not have the capacity to convey the predicted wet weather flows nor meet the future needs of development in the watershed.
- This agreement will allow HDR Engineering, Inc. to update the plans and specifications so that they can be used to construct the remaining portion of the interceptor not rehabilitated.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 4 TO THE ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR WATER AND SANITARY SEWER WITH HDR ENGINEERING, INC. (RFQ NO. 2016-042-1), FOR A NOT TO EXCEED COST OF \$99,070.00, FOR THE DESIGN UPDATE OF CEDAR CREEK INTERCEPTOR SEGMENT 3.

Background:

Engineering Services were contracted to HDR Engineering for the design of Cedar Creek Interceptor Segment 2 -2. The construction was bid with alternate sections identified. After receiving the bids, the City had funds available for the base bid and two alternates. The final 2800 feet were dropped from the construction due to a lack of adequate funding. 7600 feet were constructed at that time.

Impact/Analysis:

Timeline:

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**File #:** TMP-0774, **Version:** 1

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Start Design: March, 2018

Start Construction: September, 2018

Other Information/Unique Characteristics:

Presenter: Dave Lohe, Supervisory Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 4 TO THE ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR WATER AND SANITARY SEWER WITH HDR ENGINEERING, INC. (RFQ NO. 2016-042-1), FOR A NOT TO EXCEED COST OF \$99,070.00, FOR THE DESIGN UPDATE OF CEDAR CREEK INTERCEPTOR SEGMENT 3.

Committee Recommendation:

BILL NO.

ORDINANCE NO.

---

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 4 TO THE ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR WATER AND SANITARY SEWER WITH HDR ENGINEERING, INC. (RFQ NO. 2016-042-1), FOR A NOT TO EXCEED COST OF \$99,070.00, FOR THE DESIGN UPDATE OF CEDAR CREEK INTERCEPTOR SEGMENT 3.

WHEREAS, City and Engineer entered into an Agreement dated January 17, 2017 (RFQ No. 2016-042-1) for professional engineering services for On-Call Professional Engineering Services (hereinafter "Base Agreement"); and,

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

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

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 by and between the City of Lee's Summit, Missouri and HDR Engineering, Inc., generally for the purpose of professional engineering services for Cedar Creek Interceptor 3 in the not-to-exceed amount of \$99,070.00, 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.

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

ATTEST:

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

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

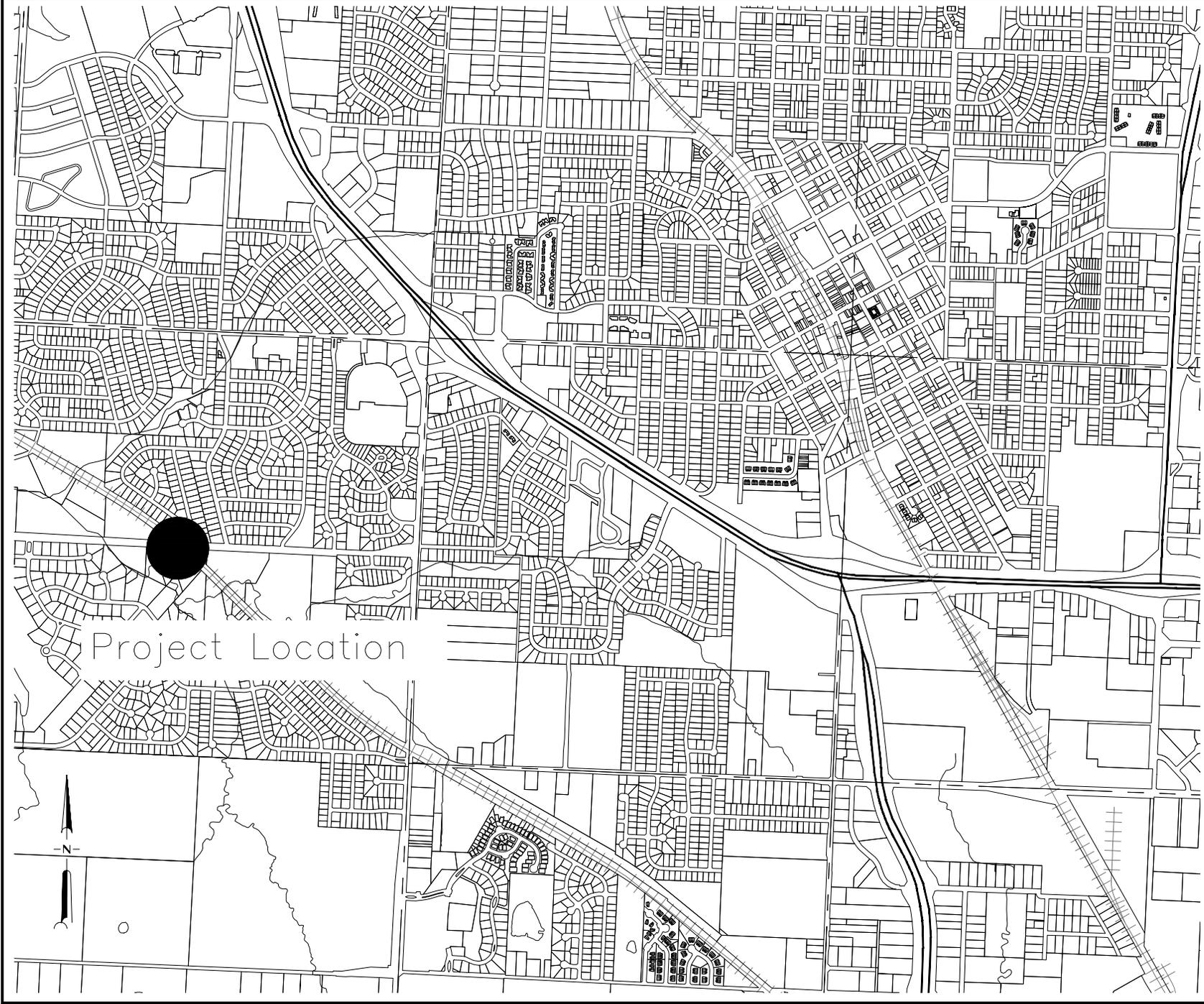
\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

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

APPROVED AS TO FORM:

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



Project Location

Date: 12/27/2017

Drawn By: JHP

# LEE'S SUMMIT MISSOURI

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

Project Map



**MODIFICATION NO. 4  
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-1**

**City of Lee's Summit, Cedar Creek Interceptor Phase 3**

**THIS MODIFICATION NO. 4 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-1** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and HDR Engineering, Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated January 17, 2017 (RFQ No. 2016-042-1) for professional engineering services for On-Call Professional Engineering Services (hereinafter "Base Agreement"); and,

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

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

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

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

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

The Construction Documents previously prepared by HDR in 2014 as part of the Cedar Creek Interceptor Segment 2-2 project will be updated. The segment from MH 28 to MH 40, a distance of approximately 2,753 linear feet was not constructed due to project budget constraints. The existing topographic survey will be updated and the construction drawings updated based on current topographic and utility information. A Project Manual will be developed based on current City standard documents, supplemented with Project Special Provisions, as needed. Bid Phase support services will also be provided. A detailed scope of work is included in Exhibit 1 attached.

**ARTICLE IV  
PAYMENTS TO THE SERVICE PROVIDER**

Payment to the Engineer for the services identified herein shall not exceed \$99,070 pursuant to the rates set forth in Exhibit 2 attached hereto and incorporated herein by reference.

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

All other terms of the base agreement not amended by this modification to on-call agreement shall remain in full force and effect.

This Modification No. 4 shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

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

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

\_\_\_\_\_  
NANCY K. YENDES  
CHIEF COUNSEL FOR INFRASTRUCTURE AND PLANNING

**ENGINEER:** HDR ENGINEERING, INC.

  
\_\_\_\_\_  
Joseph Drimmel (Dec 27, 2017)

BY: Joseph E. Drimmel

TITLE: Vice President

## EXHIBIT 1

### City of Lee's Summit Cedar Creek Interceptor Phase 3

#### SCOPE OF SERVICES

The Construction Documents previously prepared by HDR in 2014 as part of the Cedar Creek Interceptor Segment 2-2 project will be updated. The segment from MH 28 to MH 40, a distance of approximately 2,753 linear feet was not constructed due to project budget constraints. The existing topographic survey will be updated and the construction drawings updated based on current topographic and utility information. A Project Manual will be developed based on current City standard documents, supplemented with Project Special Provisions, as needed. Bid Phase and Construction Administration support services will also be provided. An As-built survey of the sanitary sewer manholes will be performed and Record Drawings will be provided to the City for incorporation into their archive and GIS systems.

#### PROJECT TASKS

##### TASK 1 – PROJECT MANAGEMENT & QA/QC

###### Services Provided by HDR

- Project Kick-off Meeting w/ Design Team & City Staff
- Perform project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Engineer's standard form, preparation of status reports, and general administrative activities
- Conduct one (1) general project meeting to discuss project status, coordination efforts, drawing reviews, easements, etc. Provide meeting minutes for each meeting held with City staff.
- Conduct internal quality control and revise plans and specifications per internal comments

##### TASK 2 – SURVEY

###### Services Provided by HDR

- Field check existing topographic features to previous survey completed in 2012 along designed alignment between MH 28 (End of constructed Segment 2-2 project) and MH 40 (end of designed Segment 2-2 project) Approximately 2,800 LF.
- Call in utility locates and GPS survey apparent existing utilities
- Topo survey creek crossings including flow line and top of bank elevations (four locations)
- Process all field data from ground survey and merge with previous aerial mapping and topo survey into a combined base map
- Prepare easement descriptions and generate exhibits for all required properties within the project limits not already acquired (3 properties assumed). Provide two (2) copies of all easements to the City. Easements shall be sealed by a licensed professional land surveyor and submitted to the City
- Stake easements to facilitate appraisals and negotiations with property owners. (3 properties assumed)

##### TASK 3 – FINAL DESIGN/CONSTRUCTION DOCUMENT PREPARATION

###### Services Provided HDR

- Coordinate with impacted utilities including KCMO (water transmission main), KCP&L (overhead power & substation), LS Water Services, MGE, and telecommunication/cable companies. (One utility coordination meeting will be held)

- Review City provided current front end documents and division 1 specifications. Complete City front end documents and division 1 specifications and compile with project specific technical specifications
- Update previously completed final plans based on updated survey and field review. Submit three (3) sets of final plans to City for review at least one week prior to meeting with City staff. Submittal to include updated specifications and opinion of probable cost.
- Attend one (1) meeting to review the plans and specifications with City staff to gather all City comments
- Update previously completed final plans and specifications per field review and City comments. Provide three (3) full-size sets of plans, three (3) half-size sets of plans, and three (3) Project Manuals to the City
- Update previously completed stream stabilization plans based on updated stream topography. Submit 404 permit to the Corps of Engineers.
- Prepare and submit Construction permit for approval from MDNR
- Coordinate with Jackson County Rock Island Rail Corridor Authority utility crossing permit
- Complete SWPPP and submit land disturbance permit to MDNR, (\$500 permit fee included)
- Determine project quantities and prepare an estimate of probable construction costs. Provide one (1) copy for City
- Meet with City on complete submittal package for the bidding documents

#### **TASK 4 – BID PHASE**

##### **Services Provided HDR**

- Attend a pre-bid meeting with the City and prospective bidders approximately 14 calendar days prior to the bid opening to discuss the project requirements and bidder questions. Issue an addendum answering questions gathered at the meeting.
- Address and answer bid phase inquiries up to seven (7) calendar days before the bid date
- Evaluate bidder inquiries and issue resulting addenda to all recorded document holders seven (7) calendar days before the bid date
- Attend bid opening
- Review bids for completeness and accuracy. Submit a written award recommendation to the City

#### **TASK 5 – CONSTRUCTION ADMINISTRATION PHASE**

##### **Services Provided HDR**

- Perform Project Management/Administration duties associated with the Construction Phase of the project including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Engineer's standard form, preparation of status reports, and general administrative activities.
- Attend and participate in pre-construction conference, agenda and minutes to be prepared by City staff.
- Assist City staff with submittal reviews. Cataloging and tracking of submittals will be performed by the City. HDR will review and provide comments to City for distribution to Contractor and City staff.
- Upon the request of the City HDR will provide interpretations of the Contract Documents through written responses to RFI's and potential work change requests.
- Attend monthly progress meetings and perform site visit (6 meetings) agenda and minutes to be prepared by City staff.
- Assist City with revisions to Contract Drawings to reflect construction changes
- Attend final project walk-through
- Prepare Certificate of Project completion
- As-built Survey of structure locations and rim and invert elevations
- Prepare as-built drawings and provide 1 bond, 2 CD copies of PDF images

**SCHEDULE**

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

Task 1: 180 calendar days

Task 2: 60 calendar days

Task 3: 90 calendar days

Task 4: 90 calendar days

Task 5: 210 calendar days

Estimated total project duration: 390 calendar days

**COMPENSATION**

Our estimate for Tasks 1-4 is \$99,070 on a time and materials basis and will not be exceeded without written approval by the City.



# RATE SCHEDULE

(JANUARY 1, 2018 - DECEMBER 31, 2018)

# EXHIBIT 2

ROLE .....	HOURLY RATE
PROJECT PRINCIPAL/QUALITY CONTROL	\$200.00 - \$225.00
SENIOR PROJECT MANAGER	\$175.00 - \$225.00
SENIOR TECHNICAL SPECIALIST	\$245.00-\$290.00
SENIOR PROJECT ENGINEER	\$155.00 - \$194.00
PROJECT ENGINEER	\$110.00 - \$153.00
ASSISTANT PROJECT ENGINEER	\$80.00 - \$107.00
SENIOR STRUCTURAL ENGINEER	\$145.00 - \$205.00
STRUCTURAL ENGINEER	\$90.00 - \$143.00
SENIOR ELECTRICAL ENGINEER	\$145.00 - \$205.00
ELECTRICAL ENGINEER	\$90.00 - \$143.00
SENIOR MECHANICAL ENGINEER	\$145.00 - \$194.00
MECHANICAL ENGINEER	\$90.00 - \$143.00
SENIOR ARCHITECT	\$145.00 - \$194.00
ARCHITECT ENGINEER	\$90.00 - \$143.00
SENIOR TECHNICIAN	\$115.00 - \$138.00
TECHNICIAN	\$70.00 - \$117.00
FIELD MANAGER	\$70.00-\$133.00
FIELD SUPERVISOR II	\$65.00-\$92.00
FIELD SUPERVISOR I	\$50.00-\$92.00
FIELD TECHNICIAN II	\$55.00-\$76.00
FIELD TECHNICIAN I	\$45.00-\$61.00
SURVEY MANAGER	\$110.00 - \$143.00
SURVEY CREW	\$120.00 - \$164.00
SENIOR SUPPORT STAFF	\$80.00 - \$107.00
ADMINISTRATION PERSONNEL	\$ 50.00 - \$82.00

**REIMBURSABLES:**

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

**ON-CALL AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES FOR WATER AND SANITARY SEWER (RFQ NO. 2016-042-1)**

THIS AGREEMENT made and entered into this 17<sup>th</sup> day of January, 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City"), and HDR Engineering, Inc. (hereinafter "Service Provider").

**WITNESSETH:**

**WHEREAS**, City desires to have on-call services for Professional Engineering for Water and Sanitary Sewer; and

**WHEREAS**, Service Provider has submitted a proposal for the on-call Professional Engineering services and standard hourly rates and expenses to perform said services; and

**WHEREAS**, City desires to enter into an agreement with Service Provider to perform the services as aforementioned; and

**WHEREAS**, Service Provider represents that it is equipped, competent, and able to undertake such an assignment.

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

**ARTICLE I  
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

Service Provider shall provide the following professional engineering services to the City on an on-call basis ("On-Call Services"):

- Design of minor water distribution main projects including plans and specifications
- Design of minor sanitary sewer main projects including plans and specifications
- Modeling and predicting water demands of existing and/or proposed developments
- Modeling and predicting wastewater flows of existing and/or proposed developments
- Statistical analysis of water and/or wastewater usage or other data,
- Water and/or wastewater pumping station performance evaluations and troubleshooting
- Assistance with review of project, capital, or maintenance and repair plans
- Technical review of facility and/or infrastructure development
- Infrastructure inspections including system appurtenances, water storage tanks, and other facilities
- Evaluation of performance and suitability of equipment and materials
- Assistance during emergencies
- Assisting staff for public presentations
- Water and Sewer Flow Monitoring
- Water and Sewer Rate Planning and Evaluation
- General Engineering for facilities including electrical, mechanical and structural engineering
- Studies, design and implementation of System Control and Data Acquisition (SCADA) systems

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**ARTICLE II**  
**SERVICES TO BE PROVIDED BY SERVICE PROVIDER BY MODIFICATION OR**  
**MEMORANDUM OF AUTHORIZATION**

By entering into this Agreement, City is not obligated to select Service Provider to provide professional engineering services beyond those services authorized in Article I above. In the event Service Provider is engaged to provide additional services, City and Service Provider shall enter into a written modification or memorandum of authorization describing (a) the scope of services to be provided by Service Provider and City, (b) compensation to the Service Provider for services to be provided, (c) required deliverables or products from the Service Provider to the City, and (d) completion times for said services. The compensation to be paid Service Provider pursuant to any supplemental agreement or memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Service Provider first entering into a written modification.

**ARTICLE III**  
**LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Service Provider shall provide a monthly written statement of all On-Call Services provided in the preceding month to the Assistant Director of Engineering and the Finance Department.

**ARTICLE IV**  
**PAYMENTS TO THE SERVICE PROVIDER**

For the services performed by Service Provider pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Service Provider in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Service Provider according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. Compensation for services to be provided by Service Provider through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.
- C. If so requested by Service Provider, City will make payment monthly for on-call services that have been satisfactorily completed. The City shall make payment to Service Provider within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
  - 1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
  - 2. Invoice Number and Date.
  - 3. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
  - 4. Report of monthly progress describing the services completed to date and projected completion time for the work.

5. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

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

**ARTICLE V**  
**TERM**

The term of this Agreement shall be a one (1) year period from 1/17/17 through 1/12/18. The agreement will automatically renew unless the City or the engineer at their discretion chose to terminate, for two (2) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Service Provider shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

**ARTICLE VI**  
**INSURANCE**

A. CERTIFICATE OF INSURANCE

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

B. NOTICE OF CLAIM

The Service Provider shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Service Provider shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Service Provider's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Service Provider shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

C. INDUSTRY RATING

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

D. SUB-CONSULTANT'S INSURANCE

If any part of the contract is to be sublet, the Service Provider shall either:

Cover all sub-consultants in the Service Provider's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Service Provider and submit such certificates to the City as outlined herein.

**E. SELF-INSURED RETENTIONS / DEDUCTIBLES**

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

**F. PROFESSIONAL LIABILITY**

Professional Liability, or Errors and Omissions Insurance protection must be carried by Service Provider in the minimum amount of \$1,000,000.

**G. COMMERCIAL GENERAL LIABILITY POLICY**

Limits:

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

Policy must include the following conditions:

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

**H. AUTOMOBILE LIABILITY**

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

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

Limits:

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

I. WORKERS' COMPENSATION

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

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

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII**  
**MISCELLANEOUS PROVISIONS**

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

- A. **COVENANT AGAINST CONTINGENT FEES:** Service Provider warrants that Service Provider has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that Service Provider has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF DOCUMENTS:** Payment by City to Service Provider as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Service Provider exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Service Provider.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Service Provider shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Service Provider and City, and the compensation and completion times for said services.

- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. **Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Service Provider for all services rendered up to the date of termination.
  2. **Termination for Cause:** This Agreement may also be terminated for cause by City or Service Provider. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Service Provider for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Service Provider up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
  3. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Service Provider shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Service Provider but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Service Provider shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Service Provider shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- F. **SUBLETTING ASSIGNMENT OR TRANSFER:** Service Provider shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Service Provider of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Service Provider's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Service Provider and consulting with him/her at such time. Conferences are to be held at the request of City or Service Provider.
- H. **SERVICE PROVIDER'S ENDORSEMENT:** Service Provider shall endorse all plans, specifications, estimates, and data furnished by him/her.
- I. **INSPECTION OF DOCUMENTS:** Service Provider shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Service Provider's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- J. **INDEMNIFICATION AND HOLD HARMLESS:** Service Provider shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, or sub consultants, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto to the extent permitted by the Constitution and the Laws of the State of Missouri.
- K. **LIMITATION OF LIABILITY:** In no event will City be liable to Service Provider for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Service Provider pursuant to Article IV of this Agreement.
- L. **PROFESSIONAL RESPONSIBILITY:** Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional practices. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the

professional services necessary to correct errors and omissions that are caused by Service Provider's failure to comply with above standard, and that are reported to Service Provider within one year from the completion of Service Provider's services for each individual project performed pursuant to this Agreement.

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

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

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

and notices to Service Provider shall be addressed to:

HDR Engineering, Inc.  
Patrick Young, P.E.  
3741 NE Troon DR.  
Lee's Summit, MO 64064

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

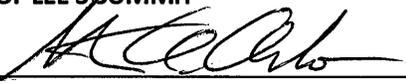


**ARTICLE VIII**  
**ALL OTHER TERMS REMAIN IN EFFECT**

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

*January*, 2017. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 17<sup>th</sup> day of

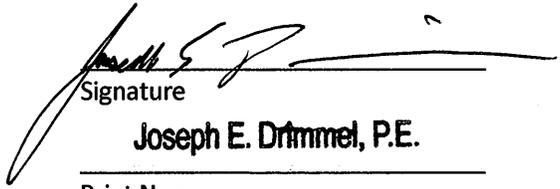
CITY OF LEE'S SUMMIT

  
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

  
OFFICE OF THE CITY ATTORNEY

HOR Engineering INC :  
Service Provider

  
Signature

Joseph E. Drimmel, P.E.

Print Name

Vice President

Title

COMMISSION # 1282550  
MY APPOINTMENT EXPIRES 1-18-2018  
CASS COUNTY  
STATE OF MISSOURI  
NOTARY PUBLIC-NOTARY SEAL  
JILLIAN L. WALKER

