



## The City of Lee's Summit

### Final Agenda

### Public Works Committee

Tuesday, March 20, 2018

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF ACTION LETTER

- A. [2018-1832](#) Approval of the January 16, 2018 Action Letter

PUBLIC COMMENTS

BUSINESS

[TMP-0869](#) AN ORDINANCE APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH B. DEAN CONSTRUCTION COMPANY FOR THE NORTHWEST QUADRANT T-HANGAR DEVELOPMENT PROJECT, AN INCREASE OF \$395,084.44 FOR A REVISED CONTRACT PRICE OF \$2,547,940.49.

[TMP-0878](#) AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 10 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$66,630.00 FOR THE DESIGN AND CONSTRUCTION PHASE OF NORTHWEST T-HANGAR AND TAXILANE DEVELOPMENT - PHASE 2.

[TMP-0879](#) AN ORDINANCE AWARDED BID NO. 20331683-C and 20431683-C, FOR THE WATER MAIN REPLACEMENT - FY17 AND FY18 TO HAVENS CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$2,313,313.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

[2018-1840](#) Discussion of Feedback from Stakeholders for 2017 CIP Sales Tax  
Prioritization of Projects and Programs

[2018-1949](#) Update on Stormwater Utility Concept to Community Groups

ROUNDTABLE

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](http://www.cityofls.net)".

## Packet Information

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**File #:** 2018-1832, **Version:** 1

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Approval of the January 16, 2018 Action Letter

Issue/Request:

Approval of the January 16, 2018 Action Letter.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move for approval of the Action Letter dated January 16, 2018.



**The City of Lee's Summit**  
**Action Letter**  
**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

The January 16, 2018, Public Works Committee meeting was called to order by Chairman Faith, at 5:31 p.m. at City Hall, 220 SE Green Street, in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

4. ROLL CALL

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

5. APPROVAL OF AGENDA

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

6. PUBLIC COMMENTS

None

7. APPROVAL OF ACTION LETTER

- A. [2018-1765](#) Approval of the December 19, 2017 Action Letter

**A motion was made by Councilmember Binney, seconded by Councilmember Seif, to approve the Public Works Committee Action Letter dated December 19, 2017. The motion carried by a unanimous 4-0 vote.**

8. BUSINESS

- A. [BILL NO. 18-13](#) 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

Public Works Committee

Action Letter

January 16, 2018

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ROCK ISLAND CORRIDOR. (PWC 1-16-18)

**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.](#)     AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
[18-14](#)           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. (PWC 1-16-18)

**A motion was made by Councilmember Seif, 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.**

- C.**     [BILL NO.](#)     AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY  
[18-27](#)           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). (PWC 1/16/18)

**This motion died for a lack of a motion. A different funding source was discussed. Subsequently, the motion was then made by Councilmember Binney, seconded by Chairperson Faith, that this Ordinance be recommended for approval to the City Council. The motion carried by a 3-1 vote (Mayor Pro Tem Binney "No").**

- D.**     [BILL NO.](#)     AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY  
[18-15](#)           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. (PWC 1-16-18)

**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.**

- E.**     [BILL NO.](#)     AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO.  
[18-16](#)           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.  
                  (PWC 1-16-18)

**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.

9. ROUNDTABLE

Mayor Pro Tem Binney asked for an update on the remaining projects from the 2017 CIP Bond (2017 Capital Improvements Bond). Ms. Dena Mezger, Director of Public Works, provided an update on the Pine Tree Village project. General discussion ensued.

Councilmember Seif asked for an update on the North Recycling Center. Ms. Dena Mezger reported that staff is trying to get updated information from the City of Kansas City as to where it is in their approval process. Councilmember Seif asked to have the committee updated when further information becomes available.

Councilmember DeMoro asked for further details regarding the project at SW Ward Road from 163rd Street to County Line Road from the Change Order Status Report. Ms. Dena Mezger provided the requested information.

Chairman Faith requested information regarding the Police Department's efforts to update City Codes as they pertain to Uber and Lift. Ms. Christal Weber, Assistant City Administrator, provided the requested information.

Chairman Faith then asked for information regarding a watermain break on Murray Road south of Chipman Road. Mr. Jeff Thorn, Assistant Director of Engineering/Water Utilities, provided an explanation of a standard response to a watermain break. Chairman Faith then asked Mr. Thorn to bring a detailed report of the cost to repair this particular break to next month's meeting.

Chairman Faith thanked Mayor Pro Tem Binney for attending the Rock Island Corridor Authority meetings.

Mayor Pro Tem Binney asked about design project updates on 4 streambank stabilization projects and 2 emergency streambank stabilization projects, including NE Bristol Dr. These are related projects per Ms. Dena Mezger. The Woods Chapel and Channel Drive signal was also discussed; it is on the 2018 CIP Plan.

Mr. Bob Hartnett, Deputy Director of Public Works, reported on the snow operations and treatments during back-to-back storms in January 2018.

**Public Works Committee**

**Action Letter**

**January 16, 2018**

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10. ADJOURNMENT

The January 16, 2018 Public Works Committee meeting was adjourned by Chairman Faith at 6:32 p.m. at City Hall, 220 SE Green St, City Council Chambers.

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

## Packet Information

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**File #:** TMP-0869, **Version:** 1

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AN ORDINANCE APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH B. DEAN CONSTRUCTION COMPANY FOR THE NORTHWEST QUADRANT T-HANGAR DEVELOPMENT PROJECT, AN INCREASE OF \$395,084.44 FOR A REVISED CONTRACT PRICE OF \$2,547,940.49.

### Issue/Request:

AN ORDINANCE APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH B. DEAN CONSTRUCTION COMPANY FOR THE NORTHWEST QUADRANT T-HANGAR DEVELOPMENT PROJECT, AN INCREASE OF \$395,084.44 FOR A REVISED CONTRACT PRICE OF \$2,547,940.49

### Key Issues:

- Due to initial funding limitations, this project was split into two phases with the first phase being T-hangars constructed in FY 18 and the second phase, a taxiway to serve a portion of the hangars, constructed in FY 19.
- Based upon the current project schedule, Phase 1 should be completed in June or July 2018
- After consultation with the Finance Department regarding cash flow, it is possible to accelerate the construction of Phase 2.
- Since the paving unit prices have already been established by bid, Phase 2 can be added by change order and an additional seven T-hangar units will be available four to six months earlier than if the construction is done in two phases.

### Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH B. DEAN CONSTRUCTION COMPANY FOR THE NORTHWEST QUADRANT T-HANGAR DEVELOPMENT PROJECT, AN INCREASE OF \$395,084.44 FOR A REVISED CONTRACT PRICE OF \$2,547,940.49.

### Background

The Northwest Quadrant T-Hangar Development Project was to provide replacement hangars to some of the existing tenants being displaced as part of the Taxiway A project that demolished four open t-hangar buildings and three enclosed t-hangar buildings.

Due to funding limitations, this project was split into two phases. The first phase to be constructed in FY 18 provided for two t-hangar units consisting of 28 single units (21 usable in phase 1) and two taxilanes for a total project cost of \$2.2M. Phase 2 planned originally for FY 19, consisted of the construction of a third taxilane allowing access the seven unusable units and vehicle parking for a total project cost of \$525,000. Based upon the current project schedule, Phase 1 should be completed in June or July of this year. Base upon the contractors construction schedule and after consultation with the Finance Department regarding cash flow, it is possible to accelerate the construction of Phase 2 into this fiscal year so that the third taxilane is completed and seven individual units are available this fiscal year and the entire project is

completed this summer.

Impact/Analysis:

The funding for Phase 2 would only be accelerated by one or two months, and the cash flow for the fund remains positive. In addition, we will be able to accelerate the relocation of seven tenants that have been displaced due to their hangar being demolished.

The FY 18 CIP showed a Phase 2 project budget of \$525,000. This change order of \$395,084.44, plus the design and inspection contract modification with CMT of \$66,630.00 results in a total phase 2 cost of \$461,714.44, or under budget by 63,285.56 for phase 2.

If approved, the CIP budget will be modified in a future budget amendment.

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Bob Hartnett, Deputy Director of Public Works

Recommendation: Staff recommends Approval of AN ORDINANCE APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH B. DEAN CONSTRUCTION COMPANY FOR THE NORTHWEST QUADRANT T-HANGAR DEVELOPMENT PROJECT, AN INCREASE OF \$395,084.44 FOR A REVISED CONTRACT PRICE OF \$2,547,940.49

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 18-xx**

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AN ORDINANCE APPROVING CHANGE ORDER No. 1 TO THE CONTRACT WITH B. Dean CONSTRUCTION COMPANY FOR THE NORTHWEST QUADRANT T-HANGAR DEVELOPMENT PROJECT, AN INCREASE OF \$395,084.44 FOR A REVISED CONTRACT PRICE OF \$ 2,547,940.49.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with B. Dean Construction Company("B. Dean") for the Northwest Quadrant T-Hangar Development Project (the "Project") being undertaken by the City's Public Works Department; and

WHEREAS, an additional change order to the contract with B. Dean is necessary to begin phase 2 of the project; and

WHEREAS, this Change Order No. 1 authorizes the construction of a taxilane and vehicle parking; and

WHEREAS, this Change Order No. 1 authorizes the necessary quantity adjustments; and

WHEREAS, Council approval is required because the cumulative value of Change Order No. 1 exceed 5% of the awarded base contract amount.

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

SECTION 1. That the Change Order No. 1 to the contract between the City of Lee's Summit, Missouri and B. Dean Construction Company for the Northwest Quadrant T-Hangar Development, for an increase in price of \$395,084.44 for a revised contract price of \$2,547.940.49, a true and accurate copy attached hereto as Change Order No. 01 and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

**BILL NO. 18-xx**

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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:

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

# Change Order

No. 01

Date of Issuance: 3/13/2018

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

Contract: NW Quadrant T-Hangar Development	Owner: City of Lee's Summit	Owner's Project No.: 47632185
Project: NW Quadrant T-Hangar Development		Date of Contract:
Contractor: B. Dean Construction LLC		Engineer's Project No.: 174430100

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

Addition of "Phase 2" components of NW Quadrant T-Hangar Development to original contract. Phase 2 components consist of western taxilane for access to west side of west T-hangar & vehicular parking pads.

**Attachments (list documents supporting change):**

Breakdown of Phase II costs attached

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

**\$ 2,152,856.05**

Increase from previously approved Change Orders:

**\$0.00**

Contract Price prior to this Change Order:

**\$ 2,152,856.05**

Increase of this Change Order:

**\$ 395,084.44**

Contract Price incorporating this Change Order:

**\$ 2,547,940.49**

Original Contract Times:  Working days  Calendar days

Phase 2 Calendar Days: **28**

Increase from previously approved Change Orders:

Phase 2 Calendar Days: **0**

Contract Times prior to this Change Order:

Phase 2 Calendar Days: **28**

Increase of this Change Order:

Phase 2 Calendar Days: **15**

Contract Times with all approved Change Orders:

Phase 2 Calendar Days: **43**

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

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

Approved by Funding Agency (if applicable):  
\_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

# Change Order

## Instructions

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

# LEE'S SUMMIT MUNICIPAL AIRPORT

## NW Quadrant T-Hangar Development - Phase II

### Phase II Cost Breakdown

Base: Addition of West Taxilane: Includes Bituminous Pavement for Parking Pads

Item No.	Item Description	Unit	Quantity	As-Bid Unit Price	Amount
SP-1-4.1	Mobilization	LS	0	\$116,400.00	\$0.00
SP-1-4.2	Mobilization - Phase II	LS	1	\$8,893.54	\$8,893.54
2103.3.A	6" PCC Removal	SY	0	\$13.14	\$0.00
2103.3.B	Unclassified Excavation*	CY	7000	\$7.94	\$55,580.00
2154.5.B	Silt Fence	LF	300	\$1.77	\$531.00
2154.14.D	Inlet Protection	EA	0	\$91.39	\$0.00
2202.9.C	Manipulation of Subgrade	SY	4332	\$1.77	\$7,667.64
2202.9.A	Lime	TON	149	\$434.10	\$64,680.90
2203.6.A	4" Crushed Aggregate Base Course	SY	3219	\$8.00	\$25,752.00
2203.6.B	6" Crushed Aggregate Base Course	SY	1113	\$9.34	\$10,395.42
2204.6.A	Bituminous Prime Coat	GAL	340	\$11.25	\$3,825.00
2204.11.A	Bituminous Surface Course	TON	250	\$103.79	\$25,947.50
2208.8.A	6" PCC Pavement	SY	3046	\$57.92	\$176,424.32
2606.1.A.1	15" RCP	LF	0	\$58.89	\$0.00
2606.1.A.2	18" RCP	LF	0	\$85.96	\$0.00
2606.1.A.3	24" RCP	LF	0	\$73.00	\$0.00
2606.1.B.1	24" RCP FES	EA	0	\$1,822.08	\$0.00
2606.1.D.1	Type I In Turf Inlet	EA	0	\$5,783.83	\$0.00
2606.1.D.2	Type II In Pavement Inlet	EA	0	\$9,024.74	\$0.00
2606.1.I.1	RIP RAP	SY	120	\$46.78	\$5,613.60
2404.3	Seeding	AC	1.5	\$2,604.61	\$3,906.92
3905.A	12" Cut and Cap	EA	0	\$1,269.00	\$0.00
3905.B	6" PVC C900 DR 18 Water Main with Tracer Wire	LF	0	\$60.19	\$0.00
3905.C	8" PVC C900 DR 18 Water Main with Tracer Wire	LF	0	\$106.70	\$0.00
3905.D	12" PVC C900 DR 18 Water Main with Tracer Wire	LF	0	\$51.69	\$0.00
3905.E	12" Water Main Connect to Existing 12" Water Main	EA	0	\$3,417.98	\$0.00
3905.F	Install 12"X 8" TEE	EA	0	\$1,647.30	\$0.00
3905.G	8" Butterfly Valve with V Box	EA	0	\$2,003.72	\$0.00
3905.H	12" Butterfly Valve with V Box	EA	0	\$2,859.36	\$0.00
3905.I	Install Relocated Fire Hydrant Assembly	EA	0	\$6,013.45	\$0.00
3905.J	Remove Existing Fire Hydrant	EA	0	\$2,312.16	\$0.00
3905.K	Remove Existing Water Vault	LS	0	\$2,477.23	\$0.00
3905.L	Remove Existing Water Main	LF	0	\$35.98	\$0.00
P-620-5.1	Waterborne Paint, Yellow, with Reflective Media	SF	540	\$3.35	\$1,809.00
P-620-5.2	Waterborne Paint, Black, without Reflective Media	SF	650	\$2.92	\$1,898.00
13000.1.13	14 Unit Group I T-Hangar Building	EA	0	\$677,290.00	\$0.00
13000.1.13A	4" PVC (Schedule 40) Sanitary Stubout Extension	LF	40	\$53.99	\$2,159.60
				Total:	\$395,084.44

\* Quantity of Excavation is a preliminary estimate. Actual quantity will vary from estimate and be determined upon completion of the design

Original Contract: \$2,152,856.05  
Total: \$2,547,940.49

PWC 3/20  
CC 4/5

REVISIONS		
NUMBER	BY	DATE

0 1 2  
THIS BAR IS EQUAL TO 2"  
AT FULL SCALE (34X22).  
PLOT 1

LEE'S SUMMIT MUNICIPAL AIRPORT  
LEE'S SUMMIT, MISSOURI  
NORTHWEST QUADRANT T-HANGAR  
DEVELOPMENT - PHASE 2

LEE'S SUMMIT PROJECT #47632185

ONE MEMORIAL DRIVE, SUITE 500  
ST. LOUIS, MO 63102  
(314) 438-5500



FILE: phase 2 pavements.dgn

DESIGN BY: BDB

DRAWN BY: BDB

CHECKED BY: TCS

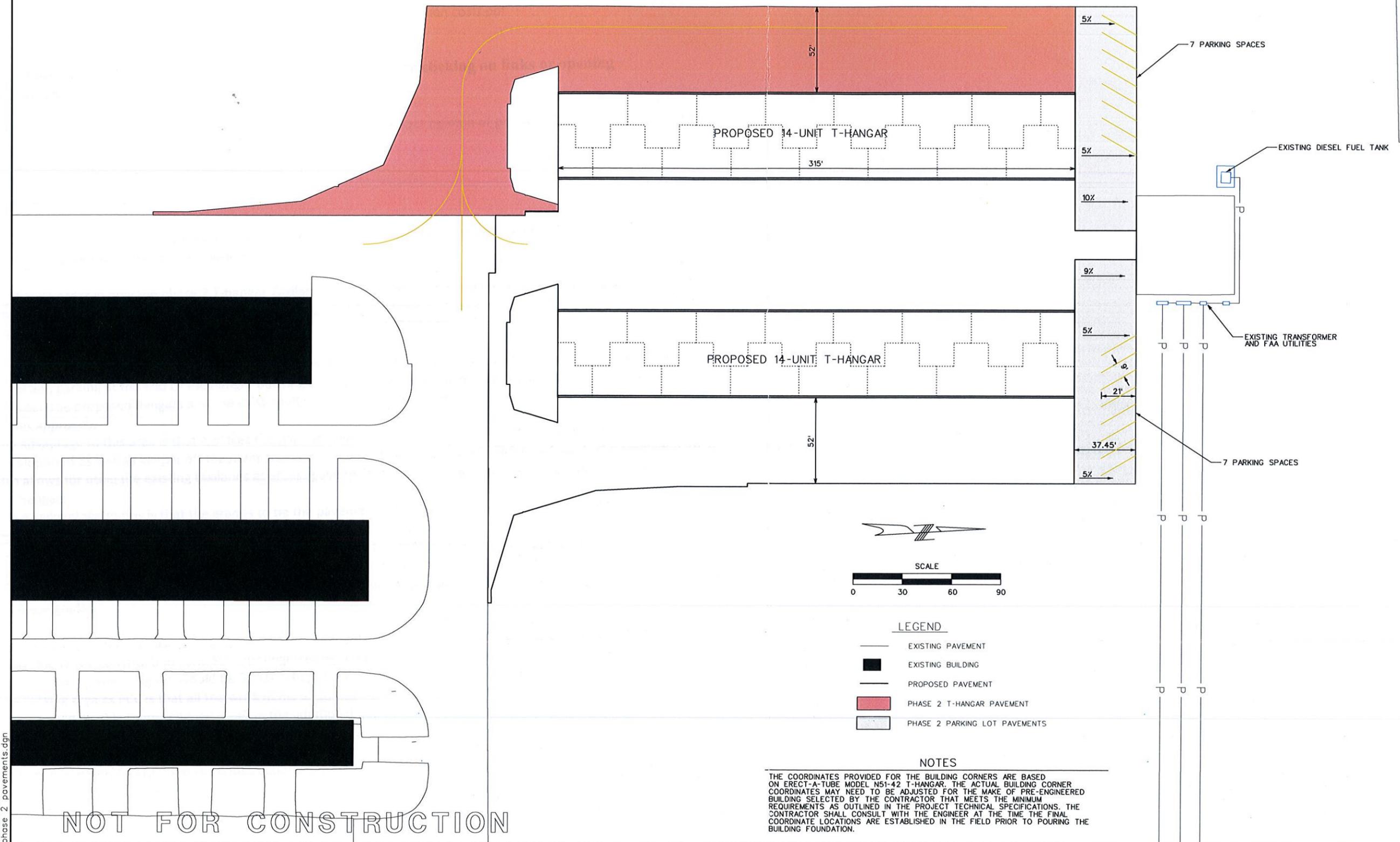
APPROVED BY: TCS

DATE: NOVEMBER 10, 2017

JOB No: 17443-01

LAYOUT PLAN

SHEET 08 OF 28 SHEETS



LEGEND

- EXISTING PAVEMENT
- EXISTING BUILDING
- PROPOSED PAVEMENT
- PHASE 2 T-HANGAR PAVEMENT
- PHASE 2 PARKING LOT PAVEMENTS

NOTES

THE COORDINATES PROVIDED FOR THE BUILDING CORNERS ARE BASED ON ERECT-A-TUBE MODEL N51-42 T-HANGAR. THE ACTUAL BUILDING CORNER COORDINATES MAY NEED TO BE ADJUSTED FOR THE MAKE OF PRE-ENGINEERED BUILDING SELECTED BY THE CONTRACTOR THAT MEETS THE MINIMUM REQUIREMENTS AS OUTLINED IN THE PROJECT TECHNICAL SPECIFICATIONS. THE CONTRACTOR SHALL CONSULT WITH THE ENGINEER AT THE TIME THE FINAL COORDINATE LOCATIONS ARE ESTABLISHED IN THE FIELD PRIOR TO POURING THE BUILDING FOUNDATION.

12/21/2017  
Phase 2 pavements.dgn

NOT FOR CONSTRUCTION

## Packet Information

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**File #:** TMP-0878, **Version:** 1

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AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 10 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$66,630.00 FOR THE DESIGN AND CONSTRUCTION PHASE OF NORTHWEST T-HANGAR AND TAXILANE DEVELOPMENT - PHASE 2.

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 10 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$66,630.00 FOR THE DESIGN AND CONSTRUCTION PHASE OF NORTHWEST T-HANGAR AND TAXILANE DEVELOPMENT - PHASE 2.

Issue/Request:

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 10 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$66,630.00 FOR THE DESIGN AND CONSTRUCTION PHASE OF NORTHWEST T-HANGAR AND TAXILANE DEVELOPMENT - PHASE 2.

Key Issues:

- This modification is for both design and construction phase services to accelerate phase 2 of the NW T-hangars and Taxilane Development.
- The benefit is that the Airport saves project costs since the unit prices for paving are already established in a current contract and the taxilane paving can be done for those same prices. This will result in an additional seven T-hangar units available four to six months earlier than if the construction is done in two phases.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 10 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$66,630.00 FOR THE DESIGN AND CONSTRUCTION PHASE OF NORTHWEST T-HANGAR AND TAXILANE DEVELOPMENT - PHASE 2.

Background:

This project includes the design for a single new T-hangar taxilane to be located on the west side of the proposed T-hangars on the Northwest side of the Lee's Summit Municipal Airport. The project also includes the design of a parking area north of the existing T-hangars. The scope does not include a full set of documents for a separate bid phase since it can be incorporated as a change order to the current construction contract.

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**File #:** TMP-0878, **Version:** 1

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Presenter: Curt Powelson, Right-Of-Way Agent

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 10 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$66,630.00 FOR THE DESIGN AND CONSTRUCTION PHASE OF NORTHWEST T-HANGAR AND TAXILANE DEVELOPMENT - PHASE 2.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. \_\_\_\_\_

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

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 10 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$66,630.00 FOR THE DESIGN AND CONSTRUCTION PHASE OF NORTHWEST T-HANGAR AND TAXILANE DEVELOPMENT - PHASE 2.

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

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

WHEREAS, the amended engineering services contained in this Modification No. 10, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications, and considered in the review that was conducted by the City when awarding the contract for the Base Agreement; and

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

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

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, of Modification No. 10 to On-Call Agreement Dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

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

**MODIFICATION NO. 10 TO ON-CALL AGREEMENT  
DATED SEPTEMBER 3, 2015  
(RFQ NO. 2015-300)**

**FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the amended engineering services contained in this Modification No. 10, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; and

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

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

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

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

The Base Agreement is hereby modified and amended to include the following scope of services for the Northwest T-Hangar and Taxilane Development – Phase 2:

This project shall include the design of construction documents for a single new T-hangar taxilane to be located on the west side of the proposed T-hangars on the Northwest side of the Lee's Summit Municipal Airport. The project shall also include the design of a parking area north of the existing T-hangars with a PCC and Asphalt pavement option. The scope shall not include a full set of documents for a separate bid phase but be incorporated as a change order to the current construction contract. The scope of services for this work shall include:

- Design of all pavements described above including pavement design, typical sections, grades and jointing plans.
- Provide any additional material specifications required for the change order work.
- Modification of the existing T-Hangar project Construction Safety and Phasing Plan meeting the requirements of FAA AC 150/5370-2F.
- Grading, drainage, marking and erosion control.
- Coordinate the change order with the Contractor.
- Request prices for any change order items not previously bid on by the contractor and run ICA on any prices given for the work items. This will include working with the contractor to negotiate prices if the proposed prices from the contractor are found to be higher than would be expected.

Submittals include:

- 95% Pre-final Construction Documents
- 100% Final Construction Documents
- Final Design Report (letter format)

Construction Phase services shall be in accordance with the scope of work for Modification No. 9.

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

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

Payment for the design will be made upon a lump sum basis in the amount of \$35,060 based upon the estimate of effort provided in Exhibit A. Payment for the construction phase services will be made based upon hourly and direct expenses as shown in Exhibit B attached to this Modification No.10 with a Not to Exceed Maximum Payment of \$31,570. This value shall be added to the Not to Exceed value provided for in Modification No. 9 for a revised total Not to

Exceed for construction phase services of \$123,663. All other terms of the Base Agreement not amended by the Modification to the On-Call Agreement shall remain in full force and effect.

This Modification No. 10 to On-Call Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and Engineer.

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

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

**ENGINEER:**

\_\_\_\_\_  
BY: Dan Meckes  
TITLE: President

ATTEST:

\_\_\_\_\_



CRAWFORD, MURPHY & TILLY, INC.  
 CONTRACT ATTACHMENT - EXHIBIT B - 2017 PROFESSIONAL SERVICES COST ESTIMATE

CLIENT Lee's Summit Municipal Airport  
 PROJECT NAME Northwest T-Hangar and Taxilane Development - Phase 2  
 CMT JOB NO. To Be Determined

Prep By Tcs  
 DATE 03/07/18

Apprvd   
 DATE 03/07/18

TASK NO.	TASKS \ CLASSIFICATIONS	PRINCIPAL	SENIOR PROJECT ENGINEER / MANAGER	PROJECT ARCHITECT	PROJECT MANAGER	SENIOR ENGINEER / LAND SURVEYOR	SENIOR ARCHITECT	SENIOR ENGINEER MANAGER	SENIOR TECHNICAL GIS SPECIALIST	SENIOR PLANNER	ARCHITECT	ENGINEER	SENIOR TECHNICIAN	TECHNICAL PLANNER	TECHNICIAN MGR	TECHNICIAN II	TECHNICIAN I	ADMIN ASSISTANT ACCOUNTANT	LABOR SUMMARY	MAN HOURS & LABOR SUMMARY	
																					TOTAL
	CURRENT YEAR 2017 HOURLY RATES	\$200	\$195	\$165	\$135	\$125	\$115	\$115	\$125	\$80	\$100	\$75	\$50								
1	Prepare Copies of Plans/Specs for Contractor																				
2	Prepare Electronic Files for Contractor									2											2
3	Set up Construction Documents, File Folder, Binders etc.																				
4	Attend and Conduct pre construction Conference and Pre Pave																				
5	Review shop drawings, material certifications					4				2											6
6	Part Time Inspection (One Visit Per 2 Week during Hangar Phase)																				
7	Full time Onsite R.E. #1 (10 hour days for 5 days/week for 2 weeks)									100											100
8	Onsite Assistant R.E. #2 (8 hour days, 5 days)					40															40
9	Office Support					4															4
10	Material Testing																				
11	Prepare change orders, pay requests									4											4
12	Senior Project Engineer Site Visits																				
13	Respond to field issues throughout duration of project			2		2															4
14	Attend and conduct final inspection					1					1										2
15	Verify completion of punch list (conducted by RE)					1					2										3
16	Prepare and submit record drawings										4										4
17	Prepare and submit Final Testing Report / Closeout Report										4										4
	TOTAL MAN HOURS			2		52				119											173
	SUBTOTAL - BASE LABOR EFFORT			\$390		\$7,020				\$13,685											\$21,095

TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES											TOTAL EXPENSE	TOTAL FEE									
		TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP	TOTAL EXPENSE											
1 Prepare Copies of Plans/Specs for Contractor																							
2 Prepare Electronic Files for Contractor	\$230																						\$230
3 Set up Construction Documents, File Folder, Binders etc.																							
4 Attend and Conduct pre construction Conference and Pre Pave																							
5 Review shop drawings, material certifications	\$770																						\$770
6 Part Time Inspection (One Visit Per 2 Week during Hangar Phase)																							
7 Full time Onsite R.E. #1 (10 hour days for 5 days/week for 2 weeks)	\$11,500	\$80				\$650															\$730	\$12,230	
8 Onsite Assistant R.E. #2 (8 hour days, 5 days)	\$5,400																						\$5,400
9 Office Support	\$540																						\$540
10 Material Testing										\$5,000	\$500										\$5,500	\$5,500	
11 Prepare change orders, pay requests	\$460																						\$460
12 Senior Project Engineer Site Visits																							
13 Respond to field issues throughout duration of project	\$660																						\$660
14 Attend and conduct final inspection	\$250																						\$250
15 Verify completion of punch list (conducted by RE)	\$365																						\$365
16 Prepare and submit record drawings	\$460																						\$460
17 Prepare and submit Final Testing Report / Closeout Report	\$460																						\$460
TOTALS	\$21,095	\$80				\$650				\$5,000	\$500										\$6,230	\$27,325	
TIME PERIOD OF PROJECT		2017	2018	2019	2020	TOTAL	EST % OF OT HRS INCLUDED ABOVE					10%	MULTI-YEAR + OT										
PERCENTAGE OF WORK TO BE PERFORMED BY YEAR			100%			100%	AVERAGE OVERTIME RATE PREMIUM					15%	MLTPLR & AMT										
WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT			1.0500			1.0500	OT ADJUSTMENT FACTOR					0.0150	1.0650	\$1,375									
ESTIMATED CONTINGENCY														10%	\$2,870								
ROUNDING																							
TOTAL FEE		<b>MATH CROSS CHECK IS OK</b>																	\$31,570				

Man Hrs Lbr & Exp All

## Packet Information

**File #:** TMP-0879, **Version:** 1

AN ORDINANCE AWARDDING BID NO. 20331683-C and 20431683-C, FOR THE WATER MAIN REPLACEMENT - FY17 AND FY18 TO HAVENS CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$2,313,313.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

AN ORDINANCE AWARDDING BID NO. 20331683-C and 20431683-C, FOR THE WATER MAIN REPLACEMENT - FY17 AND FY18 TO HAVENS CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$2,313,313.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

Key Issues:

The water mains included in this project have exhibited increased break rates in recent years and are now due for replacement.

In total, there are approximately 18,300 feet of existing water mains that will be replaced utilizing a combination of trench and trenchless installation methods. The majority of the water mains will be installed by pipe bursting.

Proposed Committee Motion:

I move to recommend to the City Council approval of AN ORDINANCE AWARDDING BID NO. 20331683-C and 20431683-C, FOR THE WATER MAIN REPLACEMENT - FY17 and FY18 TO HAVENS CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$2,313,313.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

Background:

This water main replacement entails performing work in the following areas: NW Carroll Street between NW Village Drive and NW Chipman Road, NW Kay Drive between NW Carroll Drive and NW Chipman Road, NW Frances Drive between NW Carroll Drive and NW Ward Road, NW Ward Road between NW Carroll Drive and NW Chipman Road, NW Ward Circle west of NW Ward Road, SW Donovan Road and SW Robin Road north of SW 2<sup>nd</sup> Street, NW Little Road between NW Walnut Street and NW Lakeview Boulevard, NW Lakeview Boulevard north of NW 1<sup>st</sup> Street, NW 1<sup>st</sup> Street between NW Lakeview Boulevard and SW Madison Street, NW Market Place northeast of NW Lakeview Boulevard, SW 1<sup>st</sup> Street between SW Madison Street and SW Market Street, East Main Street between SW 2<sup>nd</sup> Street and NW Forest Avenue, NE Lynn Street between NE Maggie Street and NE Chipman Road, the intersection of NE Lynn Street and NE Maggie Street to NE Applewood Street, continuing along NE Applewood Street to NE Magnolia Street, continuing along NE Magnolia Street to NE Orchard Street, NE Wicklow Court east of NE Dick Houser Drive and the parking lot southeast of the intersection of NE Rice Road and NE Scruggs Road.

Impact/Analysis:

Funding Source Encumbrances	Current Project Budget		Direct Expense	Prior
	This Request/Contract	Remaining Balance		
20231683-C & \$2,313,313.00 20431683-C	4,400,000.00 \$2,062,437.82		\$14,239.18	0

Other Information/Unique Characteristics:

Public Works Engineering issued Bid No. 20331683-C and 20431683-C on February 16, 2018. The bid was advertised and potential bidders were notified through QuestCDN, on the City website and in a broadcast e-mail to known contractors. A pre-bid conference was held on February 28, 2018. Five (5) responsive bids were received by the March 13, 2018 bid opening date. Havens Construction Company, Inc., was determined to be the lowest and most responsible bidder by City Staff. Public Works Engineering and Water Utilities staff have reviewed the bids and recommend awarding the contract to Havens Construction Company, Inc., in the amount of \$2,313,313.00.

Jeff Thorn, Assistant Director of Engineering Services Lee's Summit Water Utilities

Staff recommends approval of AN ORDINANCE AWARDDING BID NO. 20331683-C and 20431683-C, FOR THE WATER MAIN REPLACEMENT - FY17 AND FY18 TO HAVENS CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$2,313,313.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

**Committee Recommendation:**

**BILL NO.**

**ORDINANCE NO.**

AN ORDINANCE AWARDED BID NO. 20331683-C AND 20431683-C, FOR THE WATER MAIN REPLACEMENT-FY17 AND FY18 TO HAVENS CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$2,313,313.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, approximately 18,300 feet of existing water mains are planned to be replaced, pursuant to this project; and

WHEREAS, the water mains included in this project have exhibited increased break rates in recent years and are now due for replacement; and,

WHEREAS, water main will be replaced using a combination of trench and trenchless installation methods, with most water mains being installed by pipe bursting; and,

WHEREAS, Public Works Engineering issued Bid No. 20331683-C and 20431683-C on February 16, 2018.

WHEREAS, Havens Construction Company, Inc., was determined to be the lowest and most responsible bidder by City Staff.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the award of bid no. 2031683-C and 20431683-C to Havens Construction Company, Inc., in the amount of \$2,313,313.00.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager, of an agreement with Havens Construction Company, Inc. for the services contained in bid no. 20331683-C and 20431683-C in an amount of \$2,313,313.00. Said contract is on file with the City of Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

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

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
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**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

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

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

Installation of 18,300 feet of water main, hydrants, valves, fittings, service lines, service connections, connections to existing water mains, surface restoration including all materials, labor, equipment, testing, supervision, and any and all other items necessary to complete the work.

**ARTICLE 2 – THE PROJECT**

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

Bid No. 20331683-C and 20431683-C Water Main Replacement – FY17 and FY18

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 270 days after the date when the Contract Times commence to run.

- B. The work associated with the following Milestones, including all site restoration, shall be completed within the timeframes set forth below for each Milestone, with such timeframes being either a period of consecutive calendar days or a completion date; provided, however, that the counting of days for Milestones may be suspended in order to accommodate sod placement and seeding work in the manner specified in this paragraph. Sod shall not be placed during a drought nor during the period from June 1 to September 1, unless authorized by the Engineer, and shall not be placed on frozen ground. The Engineer will make all determination of whether drought or frozen ground conditions exist. All seeding work shall be done between the dates of February 1 and April 15 for the spring planting or August 15 and October 15 for the fall planting. If the Contractor is unable to place sod or seed due to these conditions, then the counting of days to achieve the Milestone shall be suspended only for placing sod or seed until such time sod or seed can be placed. Contract time shall not be suspended for any other work except for placing sod or seed. The days to achieve Milestones are as follows:
1. NW Carroll Drive through NW Ward Road Milestone: All work shall be completed along NW Carroll Road, NW Kay Drive, NW Frances Drive, NW Ward Circle and NW Ward Road as shown in the plans within 150 calendar days of the date work commences within the area. The plans pertaining to this Milestone are marked accordingly and are shown on sheet 3 and in sheets 5-12.
  2. SW Donovan Road and SW Robin Road Milestone: All work shall be completed along SW Donovan Road and SW Robin Road as shown in the plans within 90 calendar days of the date work commences within the area. The plans pertaining to this Milestone are marked accordingly and are shown on sheet 3 and in sheets 13 and 14.
  3. NW Little Avenue through SW 1<sup>st</sup> Street Milestone: All work shall be completed along NW Little Avenue, NW Lakeview Boulevard, NW 1<sup>st</sup> Street and SW 1<sup>st</sup> Street as shown in the plans within 100 calendar days of the date work commences within the area. The plans pertaining to this Milestone are marked accordingly and are shown on sheet 3 and in sheets 15-19.
  4. SE Main Street and NE Main Street Milestone: All work shall be completed along SE Main Street as shown in the plans within 90 calendar days of the date work commences within the area. The plans pertaining to this Milestone are marked accordingly and are shown on sheet 3 and in sheets 20-22.
  5. NE Lynn Street through NE Magnolia Street Milestone: All work shall be completed along NE Lynn Street, NE Applewood Street and NE Magnolia Street as shown in the plans within 120 calendar days of the date work commences within the area. The plans pertaining to this Milestone are marked accordingly and are shown on sheet 3 and in sheets 23-25.
  6. NE Wicklow Court Milestone: All work shall be completed along NE Wicklow Court as shown in the plans within 40 calendar days of the date work commences within the area.

The plans pertaining to this Milestone are marked accordingly and are shown on sheet 3 and in sheet 26.

7. NE Scruggs Road and NE Rice Road Milestone: All work shall be completed near the intersection of NE Scruggs Road and NE Rice Road as shown in the plans within 40 calendar days of the date work commences within the area. The plans pertaining to this Milestone are marked accordingly and are shown on sheet 3, and in sheet 27.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. For each Milestone, Contractor shall pay Owner \$250.00 per day for each day that expires after the times specified in Paragraph 4.02 for completion of the Milestones until the work associated with the respective Milestone is complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

### ARTICLE 5 – CONTRACT PRICE

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

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$30,000.00	\$30,000.00
2	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00
3	Demolition and Removal	LS	1	\$2,500.00	\$2,500.00
4	Potholing Water Main	EA	4	\$1,700.00	\$6,800.00

5	Water Line Pipe - 2" HDPE	LF	796	\$34.00	\$27,064.00
6	Water Line Pipe - 2" HDPE by HDD	LF	440	\$50.00	\$22,000.00
7	Water Line Pipe - 4" HDPE	LF	96	\$61.00	\$5,856.00
8	Water Line Pipe - 4" PVC	LF	10	\$61.00	\$610.00
9	Water Line Pipe - 6" HDPE	LF	547	\$63.00	\$34,461.00
10	Water Line Pipe - 6" PVC	LF	10,709	\$63.00	\$674,667.00
11	Water Line Pipe - 6" PVC by HDD	LF	2,928	\$93.00	\$272,304.00
12	Water Line Pipe - 8" PVC	LF	2,563	\$85.00	\$217,855.00
13	Water Line Pipe - 12" PVC	LF	291	\$114.00	\$33,174.00
14	Lowering Water Main – 6”	LF	282	\$300.00	\$84,600.00
15	Lowering Water Main – 8”	LF	34	\$340.00	\$11,560.00
16	Water Service Line - 3/4" and 1" Copper	LF	3,001	\$33.00	\$99,033.00
17	Water Service Line - 2" Copper	LF	7	\$39.00	\$273.00
18	Water Service - Re-Connections (All Sizes)	EA	383	\$575.00	\$220,225.00
19	Water Meter Well	EA	111	\$600.00	\$66,600.00
20	Water Meter Relocation With Reuse Of Existing Water Meter	EA	71	\$1,600.00	\$113,600.00
21	Water Meter Well Adjustment	EA	20	\$290.00	\$5,800.00
22	Water Meter Adjustment	EA	8	\$500.00	\$4,000.00
23	Water Line Valve – 2” Gate	EA	1	\$500.00	\$500.00
24	Water Line Valve – 4” Gate	EA	1	\$600.00	\$600.00
25	Water Line Valve – 6” Gate	EA	36	\$1,300.00	\$46,800.00
26	Water Line Valve – 8” Gate	EA	8	\$1,500.00	\$12,000.00
27	Water Line Valve – 12” Butterfly	EA	3	\$2,900.00	\$8,700.00
28	Fire Hydrant Assembly	EA	31	\$3,000.00	\$93,000.00
29	Blowoff Assembly	EA	2	\$1,250.00	\$2,500.00
30	Pavement Repair	SY	378	\$119.00	\$44,982.00
31	Driveways – Concrete Residential	SY	98	\$95.00	\$9,310.00
32	Driveways – Gravel Residential	SY	14	\$18.00	\$252.00
33	Driveways – Concrete Commercial	SY	8	\$137.00	\$1,096.00
34	Parking Lot - Asphalt	SY	226	\$115.00	\$25,990.00
35	Pavement Marking – 4” Solid Yellow	LF	110	\$15.00	\$1,650.00
36	Curb and Gutter	LF	345	\$58.00	\$20,010.00
37	Sidewalk – Concrete	SY	363	\$66.00	\$23,958.00
38	ADA Ramps - Type A	EA	7	\$2,000.00	\$14,000.00
39	ADA Ramps - Type A For Multi Use Path	EA	1	\$2,000.00	\$2,000.00

40	ADA Ramps - Type B	EA	3	\$2,000.00	\$6,000.00
41	Sod	SY	7,664	\$7.50	\$57,480.00
42	Erosion Control	LS	1	\$2,003.00	\$2,003.00
43	Traffic Control	LS	1	\$5,000.00	\$5,000.00
Total of All Bid Prices					\$2,313,313.00

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

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

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

## **ARTICLE 7 – INTEREST**

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

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

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by

Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 10, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - a. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 5. General Conditions (pages 1 to 66, inclusive).
  - 6. Supplementary Conditions (pages 1 to 5, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings consisting of 34 sheets with each sheet bearing the following general title: Water Main Replacement – FY17 and FY18 [or] the Drawings listed on attached sheet index.

9. Addenda (numbers 1 to 3, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages 1 to 1, inclusive).
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

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

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

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

#### 10.05 *Contractor's Certifications*

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

#### 10.06 *Other Provisions*

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

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

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

OWNER:

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

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

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

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

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

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

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

CONTRACTOR

\_\_\_\_\_

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

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

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

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

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

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

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

(Where applicable)

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



# LEE'S SUMMIT MISSOURI

This is an unofficial bid tabulation.

Bid No. 20331683-C and 20431683-C

Project: Water Main Replacement-FY17 and FY18

Bid Opening Date and Time: March 13, 2018 10:00 a.m.

BIDDER	BID PRICE
Havens Construction Company, Inc.	\$2,313,313.00
Wiedenmann, Inc.	\$3,287,916.00
Redford Construction, Inc.	\$3,325,794.00
Pyramid Excavation & Construction, Inc.	\$3,366,138.00
Lamke Trenching and Excavating, Inc.	\$3,630,139.78

Engineer's Estimate = \$3,380,665.49
Recommended Award Amount = \$2,313,313.00



30	PAVEMENT REPAIR	SY	378	\$119.00	\$44,982.00	\$150.00	\$56,700.00	\$50.00	\$18,900.00
31	DRIVEWAYS - CONCRETE RESIDENTIAL	SY	98	\$95.00	\$9,310.00	\$150.00	\$14,700.00	\$75.00	\$7,350.00
32	DRIVEWAYS - GRAVEL RESIDENTIAL	SY	14	\$18.00	\$252.00	\$25.00	\$350.00	\$10.00	\$140.00
33	DRIVEWAYS - CONCRETE COMMERCIAL	SY	8	\$137.00	\$1,096.00	\$200.00	\$1,600.00	\$100.00	\$800.00
34	PARKING LOT - ASPHALT	SY	226	\$115.00	\$25,990.00	\$100.00	\$22,600.00	\$125.00	\$28,250.00
35	PAVEMENT MARKING - 4" SOLID YELLOW	LF	110	\$15.00	\$1,650.00	\$10.00	\$1,100.00	\$15.00	\$1,650.00
36	CURB AND GUTTER (ALL TYPES)	LF	345	\$58.00	\$20,010.00	\$45.00	\$15,525.00	\$32.00	\$11,040.00
37	SIDEWALK - CONCRETE	SY	363	\$66.00	\$23,958.00	\$75.00	\$27,225.00	\$50.00	\$18,150.00
38	ADA RAMPS - TYPE A	EA	7	\$2,000.00	\$14,000.00	\$1,300.00	\$9,100.00	\$1,700.00	\$11,900.00
39	ADA RAMPS - TYPE A FOR MULTI USE PATH	EA	1	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00
40	ADA RAMPS - TYPE B	EA	3	\$2,000.00	\$6,000.00	\$1,600.00	\$4,800.00	\$1,700.00	\$5,100.00
41	SOD	SY	7664	\$7.50	\$57,480.00	\$6.50	\$49,816.00	\$6.00	\$45,984.00
42	EROSION CONTROL	LS	1	\$2,003.00	\$2,003.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
43	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00
<b>Total</b>				<b>\$2,313,313.00</b>		<b>\$3,287,916.00</b>		<b>\$3,325,794.00</b>	



30	PAVEMENT REPAIR	SY	378	\$70.00	\$26,460.00	\$145.00	\$54,810.00	\$110.00	\$41,580.00	
31	DRIVEWAYS - CONCRETE RESIDENTIAL	SY	98	\$70.00	\$6,860.00	\$92.00	\$9,016.00	\$88.00	\$8,624.00	
32	DRIVEWAYS - GRAVEL RESIDENTIAL	SY	14	\$40.00	\$560.00	\$25.00	\$350.00	\$19.00	\$266.00	
33	DRIVEWAYS - CONCRETE COMMERCIAL	SY	8	\$100.00	\$800.00	\$215.00	\$1,720.00	\$147.00	\$1,176.00	
34	PARKING LOT - ASPHALT	SY	226	\$125.00	\$28,250.00	\$79.50	\$17,967.00	\$147.00	\$33,222.00	
35	PAVEMENT MARKING - 4" SOLID YELLOW	LF	110	\$8.00	\$880.00	\$5.00	\$550.00	\$5.00	\$550.00	
36	CURB AND GUTTER (ALL TYPES)	LF	345	\$28.00	\$9,660.00	\$57.00	\$19,665.00	\$46.00	\$15,870.00	
37	SIDEWALK - CONCRETE	SY	363	\$45.00	\$16,335.00	\$82.50	\$29,947.50	\$72.00	\$26,136.00	
38	ADA RAMPS - TYPE A	EA	7	\$2,000.00	\$14,000.00	\$2,350.00	\$16,450.00	\$1,302.00	\$9,114.00	
39	ADA RAMPS - TYPE A FOR MULTI USE PATH	EA	1	\$3,000.00	\$3,000.00	\$3,100.00	\$3,100.00	\$2,600.00	\$2,600.00	
40	ADA RAMPS - TYPE B	EA	3	\$3,000.00	\$9,000.00	\$2,875.00	\$8,625.00	\$1,942.00	\$5,826.00	
41	SOD	SY	7664	\$5.50	\$42,152.00	\$13.50	\$103,464.00	\$10.00	\$76,640.00	
42	EROSION CONTROL	LS	1	\$2,500.00	\$2,500.00	\$12,600.00	\$12,600.00	\$19,211.75	\$19,211.75	
43	TRAFFIC CONTROL	LS	1	\$15,000.00	\$15,000.00	\$46,500.00	\$46,500.00	\$23,859.76	\$23,859.76	
Total							<b>\$3,366,138.00</b>	<b>\$3,630,139.78</b>	<b>\$3,380,665.49</b>	

## Packet Information

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**File #:** 2018-1840, **Version:** 1

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Discussion of Feedback from Stakeholders for 2017 CIP Sales Tax Prioritization of Projects and Programs

Issue/Request:

Discussion regarding Council Guidance for 2017 CIP Sales Tax Prioritization of Projects and Programs

Key Issues:

- Public Works Committee Directed City Staff to meet with Lee's Summit Economic Development Council, Downtown Main Street and Downtown CID
- Those meeting took place in January 2018

Proposed City Council Motion:

N/A; Presentation and discussion

Timeline:

Start: November 2017

Finish: February 2018

Other Information/Unique Characteristics:

The timeline to work with Council Committees is intended to lead the process of preparing the FY 2019 Capital Improvement Plan to allow City Staff the opportunity to program projects and programs into the 5-year plan.

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

Recommendation:

Committee Recommendation: [Enter Committee Recommendation text Here]

LS

2017 CIP Sales  
PWC Discussion 2

February 20, 2018

# Review

- o Proposed sequence presented December 19, 2017
- o Public Works Committee Directed Staff to meet with:
  - o Lee's Summit Economic Development Council (LSEDC)
  - o Downtown business groups
- o Staff met with LSEDC chairman January 10
- o Staff met with DLSMS and downtown CID January 17
- o Staff met with LSEDC executive board January 23

# Feedback

- o All parties concurred with general sequence proposed at December 19, 2017 PWC meeting
- o Downtown Groups recommended accelerating downtown parking structure as the most important need
- o Colbern Road highest priority project for economic development
- o LSEDC recommend splitting Scherer Road into two phases and construction segment from Ward to M291 earlier

# Revised Project Grouping

(based on input and cash flow)

1 - 5 years	6 - 10 years	11 - 15 years
Colbern Road Design	Colbern Road	Douglas St
<i>Land Acquisition &amp; Parking</i>	<i>Parking Garage</i>	Independence
Stormwater Projects	<i>Scherer Road (Phase 1)</i>	<i>Scherer Road (Phase 2)</i>
Pryor Road Design	Pryor Road (Phase 1)	Pryor Road (Phase 2)
3rd St.: US 50-Jefferson	3rd St.: Green - M291	
RIRCA trailheads	Ward Road	
Curb replacement	<i>Curb replacement</i>	<i>Curb replacement</i>
Sidewalk gaps	Sidewalk gaps	<i>Sidewalk gaps</i>
CMP replacement	CMP replacement	<i>CMP Replacement</i>
Street lighting		

# Prioritized List

Project/Program	Improvement Description	Prioritization Factors											Cost	
		Urgency	Safety	Condition	Health Hazard	System Capacity	Public Impact	EcoDevo	Livability	Public Demand	Maintenance Savings	Cost Sharing		
3rd Street M-291 Hwy to Green	Reconstruct 2/3-lane		○	◐				○	○	●	○	○		\$\$
3rd Street US 50 Hwy to Jefferson	Reconstruct 2/3-lane		○	○				◐	○	●	○	○		\$\$
Colbern Road - Blue Pkwy to Douglas	Improve to Urban 4/5-Lane Road	◐	●	◐			●	●	●	◐	◐		●	\$\$\$\$
Douglas Street - 2nd St to Chipman	Reconstruct 2/3-lane			○				◐	○	●	○	○		\$\$\$
Downtown Parking Garage	Parking Structure	○					◐	◐	●	○	●		◐	\$\$\$
Independence Avenue - 5th St to Chipman	Reconstruct 2/3-lane		○	◐				○		●				\$\$
Pryor Road - Longview to M-150 Hwy	Improve to Urban 4/5-Lane Road	○	○				●	●	◐	◐	◐		◐	\$\$\$\$
RIRC Trail Heads	Trail Head Improvements									○				\$
Scherer Road - Sampson to Jefferson	Interim 2-lane		◐	◐			○	○		○			○	\$\$\$\$
Ward Road - Chipman to 2nd/Blue Pkwy	Reconstruct 2/3-lane		◐	◐				○		●	○	○		\$\$
Curb Replacement Program	Arterial, Collector & Local Curbs	◐		●							●	●		\$\$
Sidewalk Gap Program	Sidewalk Construction		◐					○		●	◐			\$\$
Storm Water Program - CMP Replacement	Trail Head Improvements	◐		●							◐	●		\$\$\$
Storm Water Program - Streambank Stabilization Projects*	Streambank Stabilization*	●		●			○					●		\$\$\$
Storm Water Program - Structure Flooding Projects	Structure Flooding Mitigations	●		◐	●					○	●			\$\$\$
Street Light Program - Lakewood Way Lighting	Street Lighting		○							◐	○			\$
Street Light Program - Shenandoah Dr. Lighting	Street Lighting		○							◐	○			\$
Street Light Program - System Improvements	LED Upgrades & Expansions			○								◐		\$
State Highway Improvements Cost Sharing Opportunity Fund	Misc.													\$\$\$

\* Where conditions threaten public infrastructure.

\$ < \$1M | \$\$ = \$1M to \$5M | \$\$\$ = \$5M to \$10M | \$\$\$\$ > \$10M

# Conclusions

Based on the Public Works Committee guidance City Staff will...

- o Report back to full Council ?
- o Begin programming projects into annual CIP?
- o Downtown parking options?

# What Next?

- o February 2018: Present revised list to PWC
- o March 2018: Present PWC recommendation to Council at work session
- o March 2018: Projects finalized by Council
- o March-June 2018: Incorporate projects and programs into annual Capital Improvement Plan (CIP) documents

## Packet Information

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**File #:** 2018-1949, **Version:** 1

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Update on Stormwater Utility Concept to Community Groups

Issue/Request:

Update to PWC

Key Issues:

Presentations have been made to several community business-related groups about the concept of a stormwater utility.

The response to the concept was generally supportive although there are a number of specific questions and concerns that will need to be addressed if the project moves ahead.

Background:

At the conclusion of PWC discussions on a stormwater management program, the committee members asked staff to meet with various business entities in the community to gauge support for the idea of a stormwater utility as the long-term funding mechanism for stormwater. Several meetings were held that included representatives of many private business, educational and non-profit organizations. A report of those contacts and general response is attached.

Impact/Analysis:

In order to work toward a ballot initiative, a rate study and utility plan will be necessary in order to propose a program and the associated fees to the voters. The study has been proposed by staff as a one-time expense to be included in the FY2019 budget.

Presenter: Dena E. Mezger, P.E.

## MEMO

To: Public Works Committee – Craig Faith, Chair; Fred DeMoro, Vice-Chair; Diane Seif; Rob Binney  
From: Dena E. Mezger, P.E., Director of Public Works  
CC: Stephen Arbo, city Manager; Christal Weber, Assistant City Manager  
Date: March 6, 2018  
Re: Follow-up on Stormwater Utility Presentations

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Between Early November 2017 and early February 2018, City staff made presentations and held discussions with a number of groups representing various business, educational and faith –based organizations throughout the community on funding for stormwater management. The information presented was the concept of a stormwater utility, or user fee structure. Staff provided background on the desire of the City Council to address stormwater management and the effort by Public Works Committee to develop a proposal for the public. Options for funding were presented and discussed as well as recent voter approval of capital funds for stormwater projects in the April 2017 election to renew the ½-% CIP Sales Tax. The possibility of funding long-term maintenance and regulatory compliance from the utility was the focus of the presentation. Examples of how fees might be calculated based on a property's impervious area were included.

Presentations were made to the Chamber Government Relations Committee, Downtown CID Board of Directors, Downtown Lee's Summit Main Street Board of Directors, and to various business & community representatives. Organizations represented at these sessions include:

Saint Luke's East Hospital  
Spectrum Strategies LLC  
R-7 Administrative Office  
Chinnery Evans & Nail, P.C.  
Fossil Forge Design  
ReDiscover  
Gale Communities, Inc.  
Summit Christian Academy  
UCM Lee's Summit  
RED Development  
Lee's Summit Economic Development Council  
MCC-Longview  
John Knox Village  
Blue Springs R-IV School District  
Lee's Summit Christian Church  
Lee's Summit Parks & Recreation  
Lee's Summit Medical Center  
Summit Bank  
R-7 School Board

The Grove at Lee's Summit  
Cartridge World  
Waddell & Reed Financial Services  
MGE/Spire  
Multiple Downtown Business & Property Owners

The overall response was generally supportive of the concept. Several individuals voiced the opinions that this definitely needs to be done. Not unexpectedly, though, the educational institutions had the most concerns on the impact of potentially large fees on budgets and the fairness of applying the fee to schools. Questions from various other individuals included how much of the fees might be used for additional capital projects, opportunities for credits, billing methods, and the possible schedule for a public vote. Many of the questions will need to be addressed as part of a rate study and utility development project that is planned. Staff has proceeded to submit the study for funding consideration as part of the FY2019 budget.