



## The City of Lee's Summit

### Final Agenda

#### Public Works Committee

Tuesday, April 23, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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A. Invocation

B. Pledge of Allegiance

C. Call to Order

D. Roll Call

1. Approval of Agenda

2. Approval of Action Letter

A. [2019-2704](#) Approval of the March 26, 2019 Action Letter.

3. Public Comments

#### 4. Business

A. [TMP-1188](#) An Ordinance approving the award of Bid No. 324-19/20 (Overlay) for the Mill & Overlay 19/20 program to Ideker, Inc. in the amount of \$2,046,692.12, and authorizing the City Manager to enter into the agreement for the same.

**Presenter:** Vince Schmoeger, Project Manager

B. [TMP-1202](#) An Ordinance approving the award of Bid No. 324-19/20 (slurry) for the Surface Seal 19/20 program to Vance Brothers Inc. in the amount of \$1,061,749.75, and authorizing the City Manager to enter into the agreement for the same.

**Presenter:** Vince Schmoeger, Project Manager

D. [TMP-1207](#) An Ordinance approving Change Order #1 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, an increase of \$393,645.00 for a revised contract price of \$663,017.05 and an increase of 30 calendar days to reach substantial and final completion.

**Presenter:** Michael Anderson, Construction Manager

E. [TMP-1208](#) An Ordinance awarding Bid No. 43431683-C, for the Water Main Replacement FY19 - Harris Road to J & N Utilities, Inc., in the amount of \$387,800.80 and authorizing the City Manager to execute an agreement for the same.

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

- F. [TMP-1210](#) An Ordinance approving Change Order No. 1 to the contract with Industrial Salvage and Wrecking Company, Inc. for the 3rd Street Demolition Services, an increase of \$6,420.00 for a revised contract price of \$54,820 and authorizing the City Manager to enter into an agreement for the same.

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

5. Items for Discussion

- A. [2019-2709](#) Discussion of Streets Outside City's Jurisdiction

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

6. Roundtable

7. Adjournment

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## Packet Information

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**File #:** 2019-2704, **Version:** 1

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Approval of the March 26, 2019 Action Letter.

Issue/Report:

Approval of the March 26, 2019 Action Letter.

Key Issues:

Proposed Committee Motion:

I move for approval of the Action Letter dated March 26, 2019.

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

Tuesday, March 26, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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

The March 26, 2019 Public Works Committee meeting was called to order by Chairman Faith, at 5:32 p.m. at City Hall, 220 SE Green St., in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

D. Roll Call

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

1. Approval of Agenda

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

2. Approval of Action Letter

- A. [2019-2645](#) Approval of the January 29, 2019 Action Letter.

**A motion was made by Councilmember Forte, seconded by Vice Chair DeMoro, to approve the Public Works Committee Action Letter dated January 29, 2019. The motion carried by a unanimous 4-0 vote.**

3. Public Comments

None

4. Business

- A. [BILL NO.](#)  
[19-70](#) An Ordinance approving the award of Bid No. 495 for the Lee's Summit Refueling Station to MEGA Industries Corporation in the amount of \$448,232.00, and authorizing the City Manager to enter into an agreement for the same. (PWC 3/26/19)



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

- B. [BILL NO. 19-71](#) An Ordinance authorizing the award of Bid No. 54832272-1C for the Streambank Stabilization Projects to Tasco LLC in the amount of \$341,525.00, and authorizing the City Manager to enter into an agreement for the same. (PWC 3/26/19)

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

- C. [BILL NO. 19-72](#) An Ordinance awarding Bid No. 418-322-72 Hook Road Shoulders - Arthur Drive to Ward Road to J.M. Fahey Construction Company in the amount of \$1,399,234.50 and authorizing the City Manager to enter into an agreement for the same. (PWC 3/26/19)

A motion was made by Councilmember Forte, seconded by Vice Chair DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a 3-1 vote (Councilmember Binney "No").

- D. [BILL NO. 19-73](#) An Ordinance awarding Bid No. 40252086-2 for the Landfill Closure Construction to Phillips Hardy, Inc. in the amount of \$3,561,261.50 and authorizing the City Manager to enter into an agreement for the same. (PWC 3/26/19)

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

- E. [BILL NO. 19-74](#) An Ordinance authorizing execution of Modification No. 5 to On-Call agreement for Environmental Professional Engineering Services yearly contract with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., dba SCS Engineers (Original RFQ No. 2017-307, Renewal 2017-307/R1) for Landfill Closure Construction oversight, testing, documentation, and observation for a not to exceed cost of \$427,800.00, and authorizing the City Manager to enter into an agreement for the same. (PWC 3/26/19)

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

- F. [BILL NO. 19-75](#) An Ordinance authorizing the execution of an agreement with KC Dumpster Company, LLC., RFP 2019-032 for public disposal area services at the Resource Recovery Park and authorizing the City Manager to enter into an agreement for the same. (PWC 3/26/19)

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

## 5. Roundtable

Councilmember Binney asked for an update on the North Recycling Center. Chris Bussen, Solid Waste Superintendent, said they received approval from Administration to proceed with the next wave of processes to open the center. They received favorable bids for pulls at roughly \$13,000 per year. The hiring process for a recycling Center Attendant was previously started and stopped at a formal offer pending approval. We received a contract from MARC for approval to buy \$42K worth of roll off containers for the center. The contract will be brought to Council to receive the grant money needed. We will have to get bids for construction of the back side of the fence to keep deer and wildlife off of the runways at the airport. Funding for the recycling employee and fencing was approved in last year's budget.

Councilmember Binney proposed creating an art contest or something creative to decorate the dumpsters for the North Recycle Center. An engineering student project handled it previously and it would help engage the community once again. He inquired about the days of operation. Mr. Bussen mentioned it would be three days-Tuesday, Thursday, and Saturday-as previously scheduled. The last time they had a local High School art class paint a roll off box and they can revisit that once again.

Councilmember Binney brought up ice removal. Each Public Works looks back at their snow plan and this year there were some weird events. As we continue to add new equipment sometimes mother nature has another thought. He asked whether there are different methods to handle ice that haven't been considered before. Possibly there can be a talk about expanding funds for snow removal. Dena Mezger, Director of Public Works, responded saying that ice is so unpredictable. Each event was preceeded by rain which prevented pretreatment and then when adding the freezing temperatures, the salt and pretreatment is not effective. The progression of the storm caused the problems and throughout the metro area nobody was plowing up ice. Binney expressed concerns about informing residents of operations during snow events. He wondered about using the AVL or GPS systems to show activity on maps and that it might be worth looking into, without big expenditures, for future snow events.

Councilmember Faith mentioned the RecycleFest from 9 a.m. to noon on April 13th. He asked if any thought had been given to moving the event to different sites in the City. Mr. Bussen said it has been helpful to have a location where everybody knows where its at such as City Hall. They utilize the parking lot and if it rains they can use the parking garage.

## 6. Adjournment

**Public Works Committee**

**Action Letter - Final**

**March 26, 2019**

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The March 26, 2019 Public Works Committee meeting was adjourned by Chairman Faith at 7:00 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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

## Packet Information

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**File #:** TMP-1188, **Version:** 1

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An Ordinance approving the award of Bid No. 324-19/20 (Overlay) for the Mill & Overlay 19/20 program to Ideker, Inc. in the amount of \$2,046,692.12, and authorizing the City Manager to enter into the agreement for the same.

### Issue/Request:

An Ordinance approving the award of Bid No. 324-19/20 (Overlay) for the Mill & Overlay 19/20 program to Ideker, Inc. in the amount of \$2,046,692.12, and authorizing the City Manager to enter into the agreement for the same.

### Key Issues:

- Mill & Overlay program is a key element in the City's Pavement Maintenance Program
- Timely undertaking of the mill & overlay program is necessary to extend the life of existing pavements, as it restores the pavement surface close to its original condition
- The Mill & Overlay 19/20 (Overlay) program will restore 24.2 lane miles

### Proposed Committee Motion:

I move to recommend to City Council approval of An Ordinance approving the award of Bid No. 324-19/20 (Overlay) for the Mill & Overlay 19/20 program to Ideker, Inc. in the amount of \$2,046,692.12, and authorizing the City Manager to enter into the agreement for the same.

### Background:

The overlay program is the most extensive and expensive street preventive maintenance process performed under the City's Pavement Maintenance Program. The process involves removing (milling) approximately 2" of asphalt from the surface, then replacing it with new asphalt. The mill and overlay process significantly improves smoothness, cross-slope, and ride-ability, while reducing future construction expenses by delaying the need for complete street restoration.

The primary evaluation tool used to prioritize streets for the mill and overlay is the Pavement Condition Index (PCI), which is a standardized method to evaluate pavement condition. The 1,051 lane miles of streets within the City are evaluated on a rotating four-year basis.

In addition to the pavement condition, the condition of the curb is also taken into consideration. Like most municipalities in the metro area, the City is dealing with premature curb failure. This concrete failure is primarily focused on curbs installed from 1980 to 2008. To help manage limited funding for curb replacement, Public Works typically limits curb replacement to streets that will be overlaid in the near future. Ideally, a street will be overlaid within the year following curb replacement. This process minimizes damage to newly place overlay pavement caused by tearing out curb and produces a finished product with new pavement surfacing and curb. The City's curb replacement program from last year replaced curbs in nine of the thirteen

of the areas outlined in this mill and overlay program.

To reduce disruption to residents and to simplify the logistical operations for the paving contractor, staff attempts to group mill & overlay streets by neighborhoods. Overlaying entire neighborhoods greatly streamlines the City's pavement management process, extends the life of the overlay, reduces the unit price for overlay work, and reduces routine maintenance in the area.

Timeline:

Start: June 2019

Finish: August 2019

Other Information/Unique Characteristics:

The Public Works Department issued Bid No. 324-19/20 (Overlay), Mill & Overlay 19/20, on February 28, 2019. This project's Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. A Pre-Bid conference was held March 14, 2019. Four companies attended the Pre-Bid Conference. Three bids were received by the March 28, 2019 bid opening date. The bids were evaluated, and City staff determined Ideker, Inc. to be the lowest and best responsive bidder.

Vince Schmoeger, Project Manager

Staff Recommendation: Staff recommends approval.

Committee Recommendation:

**BILL NO.**

**ORDINANCE NO.**

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-19/20 (OVERLAY) FOR THE MILL & OVERLAY 19/20 PROGRAM TO IDEKER, INC. IN THE AMOUNT OF \$2,046,692.12, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT FOR THE SAME.

WHEREAS, the Mill & Overlay program is a key element in the City's Pavement Maintenance Program; and,

WHEREAS, timely undertaking of the mill & overlay program is necessary to extend the life of existing pavements, as it restores the pavement surface to its original specifications; and,

WHEREAS, the Mill & Overlay 19/20 (Overlay) program will restore 24.2 lane miles; and

WHEREAS, the City received three bids for this project; and,

WHEREAS, Ideker, Inc. was found to be the lowest and best responsive and responsible bidder.

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 award of bid no. 324-19/20 (Overlay) for the Mill & Overlay 19/20 Program, to Ideker, Inc. in the amount of \$2,046,692.12.

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 Ideker Inc. for services contained in bid No. 324-19/20, generally for the Mill & Overlay 19/20 Program, in the amount of \$2,046,692.12. Said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



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

THIS AGREEMENT is by and between City of Lee's Summit, Missouri ("Owner") and  
Ideker, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

Full depth asphalt patching, roadway asphalt milling and asphalt overlay, pavement striping, and providing traffic control, as specified by the Owner, including all materials, labor, equipment, 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:

Project No. 324-19/20 (overlay)  
Mill & Overlay 19/20

**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.
- B. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run. Refer to Paragraph 1.02 of the General Conditions for the definition of a Day.

#### 4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.01 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,100 for each day that expires after the time specified in Paragraph 4.01 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.01 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 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	Total Bid Price
2.01	APWA TYPE RC 5-01	TON	17,658	\$56.49	\$1,145,447.73
2.02	APWA Type 5-01 PG 70-22	TON	6,925	\$68.79	\$476,370.75
2.03	Asphalt Patching, Full Depth	TON	1,229	\$107.21	\$145,805.60
2.04	2" Milling, Full Width	SY	143,141	\$1.03	\$169,592.59
2.05	3" Milling, Full Width	SY	38,085	\$1.83	\$69,695.55
2.06	Pavement Marking – 4" Solid White High-Build Paint	LF	12,170	\$0.19	\$2,312.30

2.07	Pavement Marking – 4” Broken White High-Build Paint	LF	3,100	\$0.19	\$589.00
2.08	Pavement Marking – 4” Solid Yellow High-Build Paint	LF	38,875	\$0.19	\$7,386.25
2.09	Pavement Marking – 4” Broken Yellow High-Build Paint	LF	215	\$0.19	\$40.85
2.10	Pavement Marking – 6” Solid White Thermoplastic	LF	500	\$4.75	\$2,375.00
2.11	Pavement Marking – 6” Dashed White	LF	30	\$4.75	\$142.50
2.12	Pavement Marking – 12” Solid White Thermoplastic	LF	28	\$18.00	\$504.00
2.13	Pavement Marking – 12” Solid Yellow Thermoplastic	LF	400	\$10.00	\$4,000.00
2.14	Pavement Marking – 24” Solid White Thermoplastic	LF	350	\$22.00	\$7,700.00
2.15	Pavement Marking – Left Turn Arrow Thermoplastic	Each	41	\$275.00	\$11,275.00
2.16	Pavement Marking – Thru-Right Turn Arrow Thermoplastic	Each	4	\$520.00	\$2,080.00
2.17	Pavement Marking – Right Turn Arrow Thermoplastic	Each	5	\$275.00	\$1,375.00
<b>Total of all Bid Prices (Unit Price Work)</b>				<b>\$2,046,692.12</b>	

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

## **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 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 monthly Payment Applications monthly during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
- a. 95 percent of Work completed (with the balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 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.

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

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

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

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01    *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 9, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).

4. General Conditions (pages 1 to 66, inclusive).
  5. Supplementary Conditions (pages 1 to 5, inclusive).
  6. Specifications as listed in the table of contents of the Project Manual.
  7. Drawings and Details consisting of 17 sheets as listed in the table of contents of the Project Manual.
  8. Addenda (numbers 1 to 1, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. SECTION 415 – PRICE INDEXING STATEMENTS
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  10. 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: \_\_\_\_\_

Stephen A. Arbo

Title: City Manager

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

Nancy K. Yendes

Title: Chief Council of Infrastructure and  
Planning

Address for giving notices:

220 SE Green Street

Lee's Summit., MO 64063

\_\_\_\_\_

CONTRACTOR

Ideker, Inc.

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

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

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

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

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

Address for giving notices:

\_\_\_\_\_

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

(Where applicable)

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

Agent for service of process:

\_\_\_\_\_

Mill & Overlay 19/20 (#6120779)  
Owner: Lee's Summit MO, City of  
Solicitor: Lee's Summit MO, City of  
03/28/2019 02:00 PM CDT

Unofficial

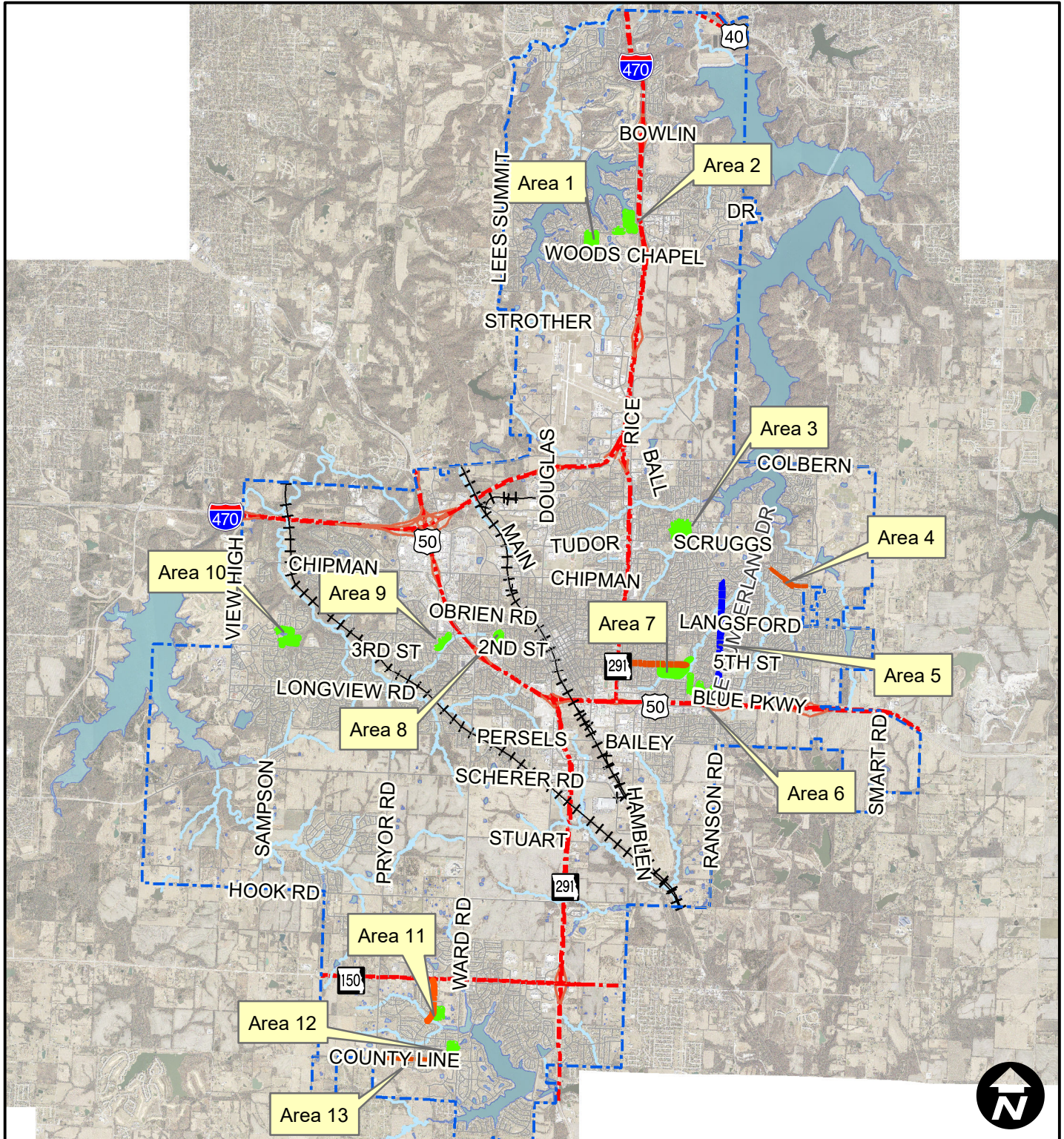
					Engineer Estimate		Ideker, Inc.		Superior Bowen Asphalt Co., LLC		J.M. Fahey Construction Company	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2.01	APWA TYPE RC 5.01	TON	20277	\$58.63	\$1,188,840.51	\$56.49	\$1,145,447.73	\$59.29	\$1,202,223.33	\$62.00	\$1,257,174.00
2	2.02	APWA Type 5.01 PG 70.22	TON	6925	\$71.55	\$495,483.75	\$68.79	\$476,370.75	\$75.15	\$520,413.75	\$68.00	\$470,900.00
3	2.03	Asphalt Patching, Full Depth	TON	1360	\$115.68	\$157,324.80	\$107.21	\$145,805.60	\$86.75	\$117,980.00	\$90.00	\$122,400.00
4	2.04	2in Milling, Full Width	SY	164653	\$1.25	\$205,816.25	\$1.03	\$169,592.59	\$1.30	\$214,048.90	\$2.05	\$337,538.65
5	2.05	3in Milling, Full Width	SY	38085	\$1.34	\$51,033.90	\$1.83	\$69,695.55	\$2.05	\$78,074.25	\$2.75	\$104,733.75
6	2.06	Pavement Marking 4in Solid White High-Build Paint	LF	12170	\$0.33	\$4,016.10	\$0.19	\$2,312.30	\$0.19	\$2,312.30	\$0.20	\$2,434.00
7	2.07	Pavement Marking 4in Broken White High-Build Paint	LF	3100	\$0.33	\$1,023.00	\$0.19	\$589.00	\$0.19	\$589.00	\$0.20	\$620.00
8	2.08	Pavement Marking 4in Solid Yellow High-Build Paint	LF	38875	\$0.33	\$12,828.75	\$0.19	\$7,386.25	\$0.19	\$7,386.25	\$0.30	\$11,662.50
9	2.09	Pavement Marking 4in Broken Yellow High-Build Paint	LF	215	\$0.33	\$70.95	\$0.19	\$40.85	\$0.19	\$40.85	\$0.20	\$43.00
10	2.1	Pavement Marking 6in Solid White Thermoplastic	LF	500	\$6.00	\$3,000.00	\$4.75	\$2,375.00	\$4.75	\$2,375.00	\$2.25	\$1,125.00
11	2.11	Pavement Marking 6in Dashed White	LF	30	\$6.00	\$180.00	\$4.75	\$142.50	\$4.75	\$142.50	\$2.25	\$67.50
12	2.12	Pavement Marking 12in Solid White Thermoplastic	LF	28	\$10.00	\$280.00	\$18.00	\$504.00	\$18.00	\$504.00	\$7.50	\$210.00
13	2.13	Pavement Marking 12in Solid Yellow Thermoplastic	LF	400	\$10.00	\$4,000.00	\$10.00	\$4,000.00	\$10.00	\$4,000.00	\$7.50	\$3,000.00
14	2.14	Pavement Marking 24in Solid White Thermoplastic	LF	350	\$16.00	\$5,600.00	\$22.00	\$7,700.00	\$22.00	\$7,700.00	\$15.00	\$5,250.00
15	2.15	Pavement Marking Left Turn Arrow Thermoplastic	Each	41	\$300.00	\$12,300.00	\$275.00	\$11,275.00	\$275.00	\$11,275.00	\$175.00	\$7,175.00
16	2.16	Pavement Marking Thru-Right Turn Arrow Thermoplastic	Each	4	\$590.00	\$2,360.00	\$520.00	\$2,080.00	\$520.00	\$2,080.00	\$175.00	\$700.00
17	2.17	Pavement Marking Right Turn Arrow Thermoplastic	Each	5	\$300.00	\$1,500.00	\$275.00	\$1,375.00	\$275.00	\$1,375.00	\$175.00	\$875.00
						\$2,145,658.01		\$2,046,692.12		\$2,172,520.13		\$2,325,908.40

Bids opened by Vince Schmoeger, Tyler Sonne



# City of Lee's Summit

## Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)



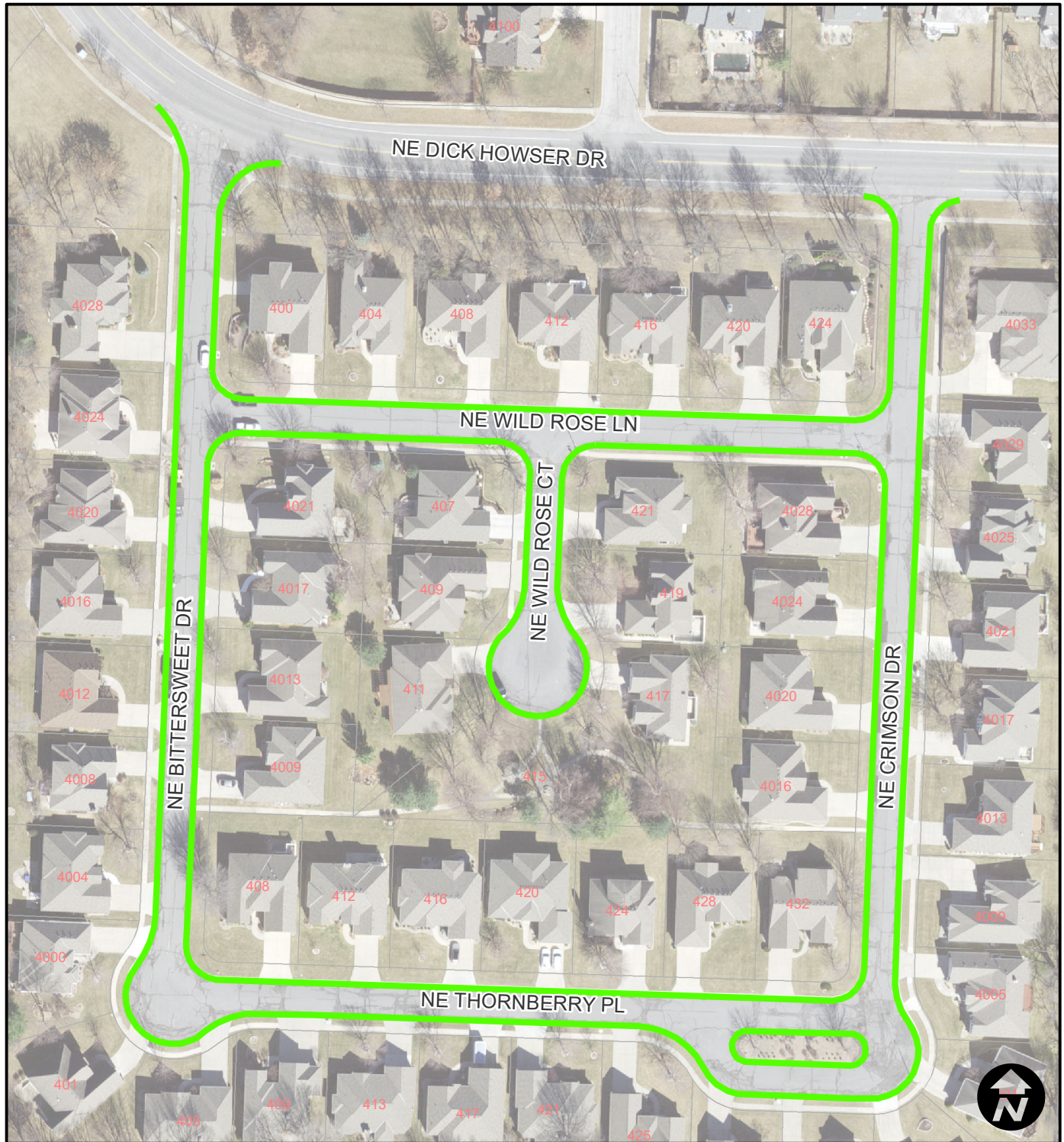
### Summary

### Legend

- Mill & Overlay - RC 5-01
- Mill & Overlay - Mill & Fill RC 5-01
- Mill & Overlay - Mill & Fill 5-01 (70-22)

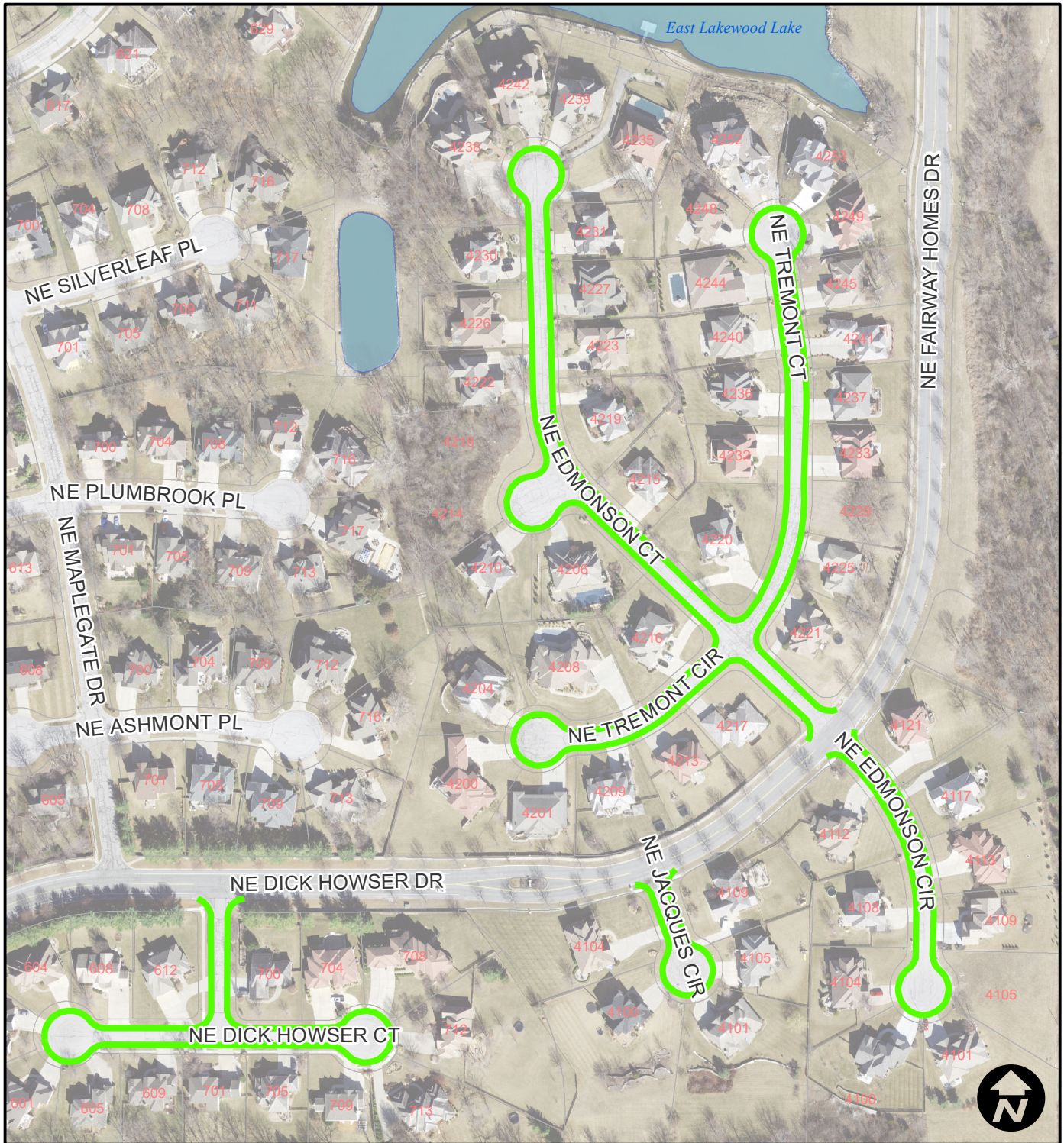


# City of Lee's Summit Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)





# City of Lee's Summit Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)



Area 2-  
South Pointe

## Legend

- Mill & Overlay - RC 5-01
- Mill & Overlay - Mill & Fill RC 5-01
- Mill & Overlay - Mill & Fill 5-01 (70-22)



# City of Lee's Summit Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)



Area 3 -  
Emerald View

## Legend

- Mill & Overlay - RC 5-01
- Mill & Overlay - Mill & Fill RC 5-01
- Mill & Overlay - Mill & Fill 5-01 (70-22)



City of Lee's Summit  
Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)



Area 4 -  
Chipman Road

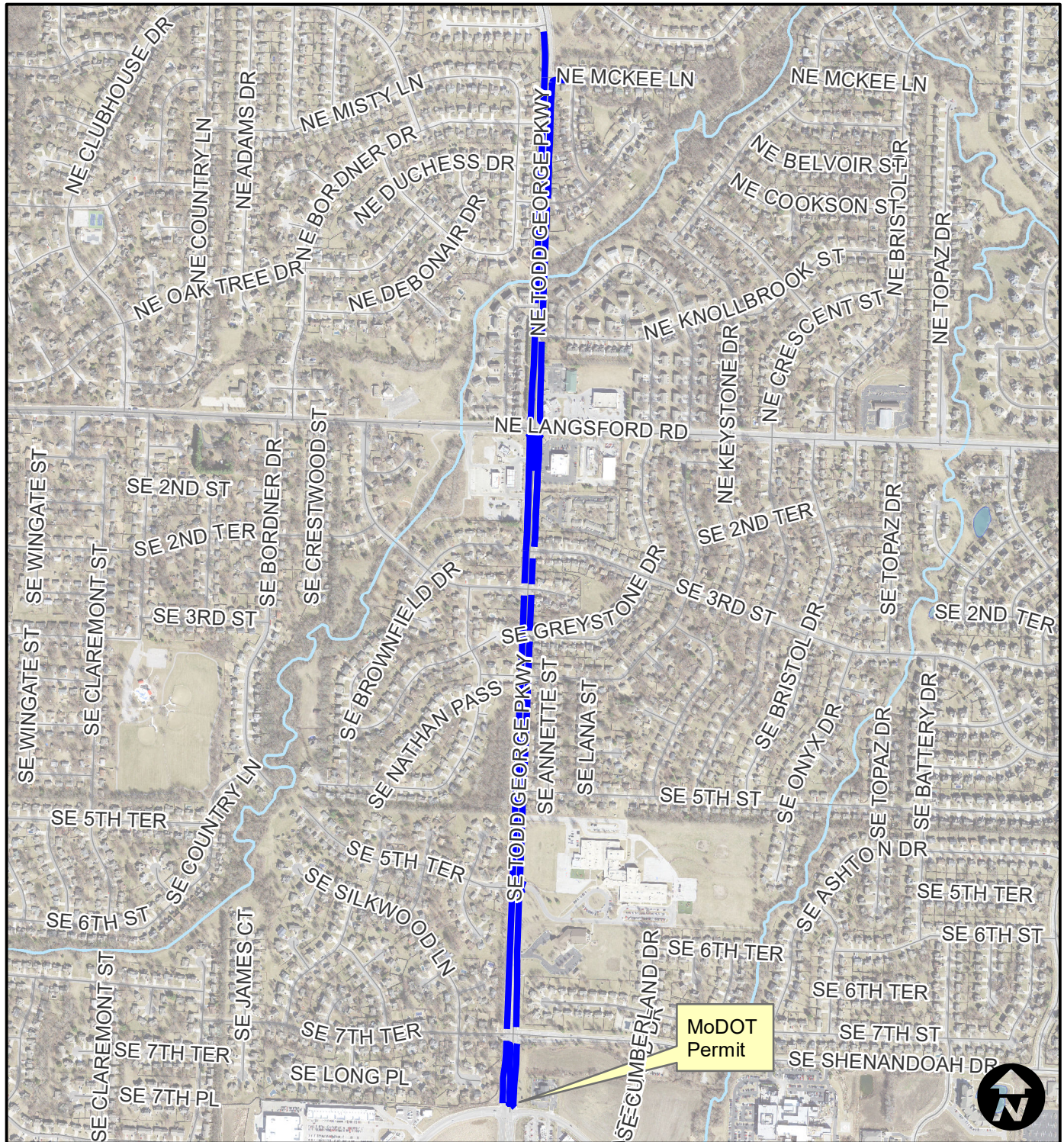
Legend

- Mill & Overlay - RC 5-01
- Mill & Overlay - Mill & Fill RC 5-01
- Mill & Overlay - Mill & Fill 5-01 (70-22)



# City of Lee's Summit

## Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)



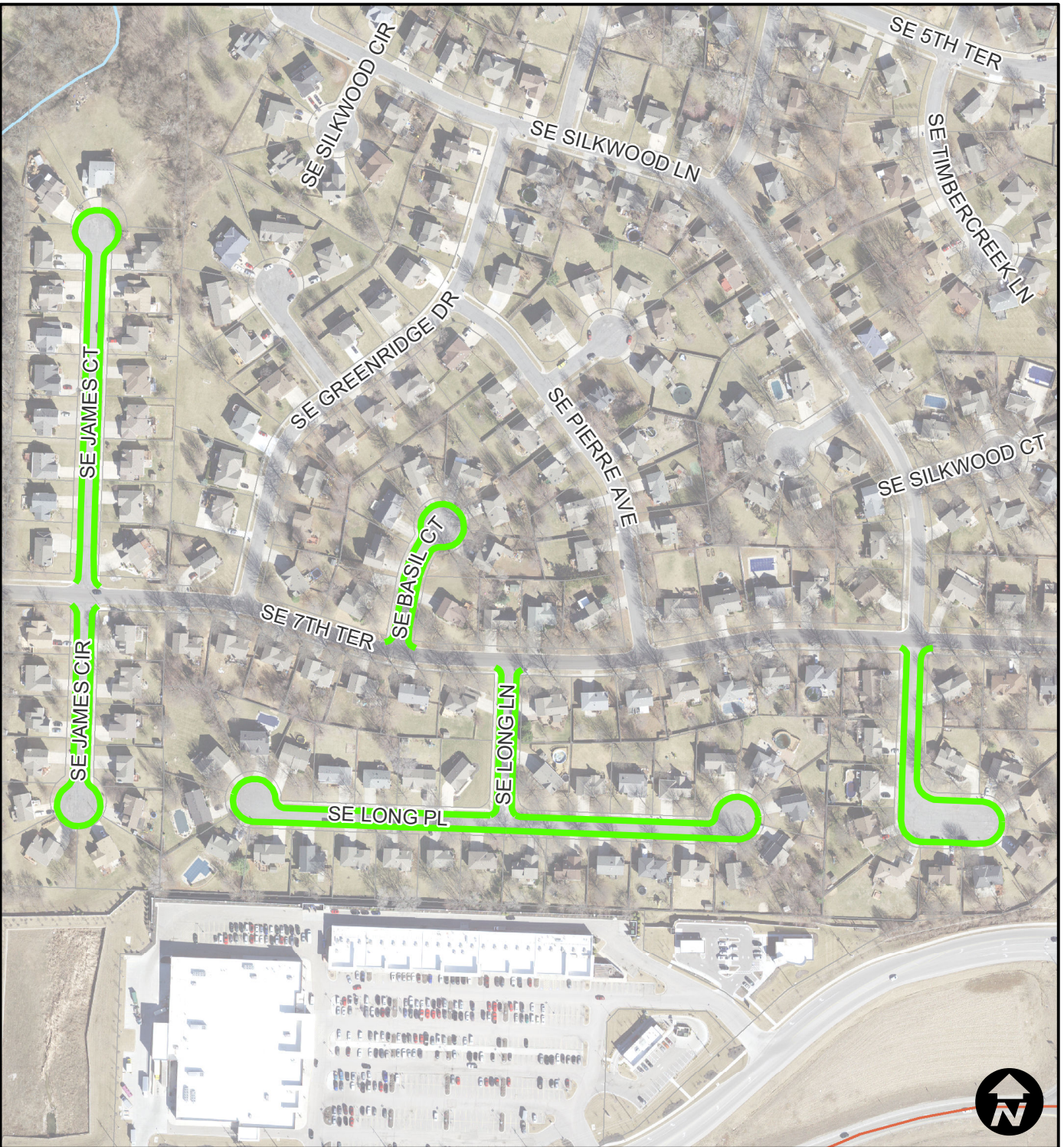
Area 5 -  
Todd George Pkwy

### Legend

- Mill & Overlay - RC 5-01
- Mill & Overlay - Mill & Fill RC 5-01
- Mill & Overlay - Mill & Fill 5-01 (70-22)



**City of Lee's Summit  
Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)**



## Area 6 - Silkwood

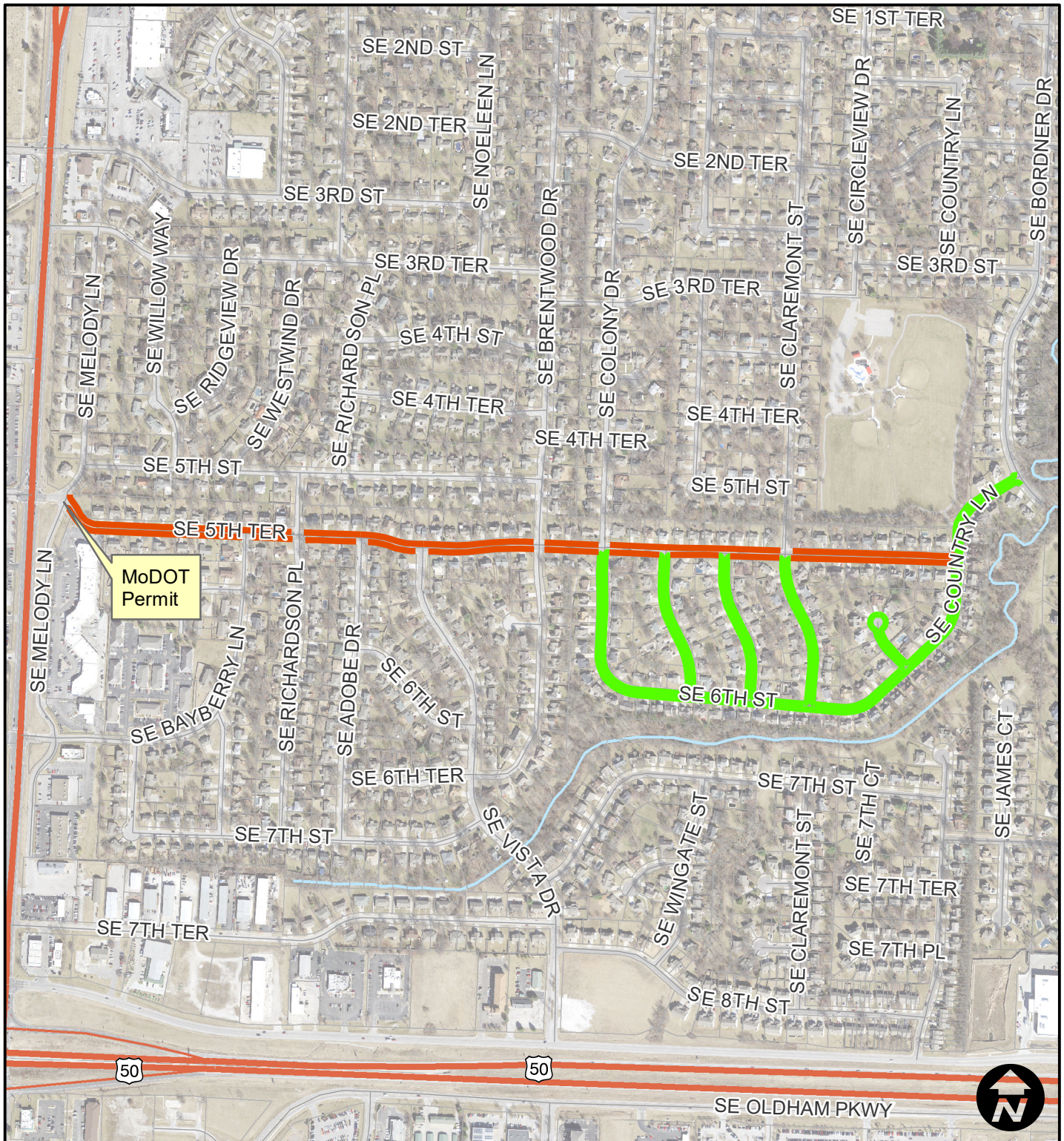
## Legend

-  Mill & Overlay - RC 5-01
-  Mill & Overlay - Mill & Fill RC 5-01
-  Mill & Overlay - Mill & Fill 5-01 (70-22)



# City of Lee's Summit

## Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)



Area 7 -  
Vista del Verde

### Legend

- Mill & Overlay - RC 5-01
- Mill & Overlay - Mill & Fill RC 5-01
- Mill & Overlay - Mill & Fill 5-01 (70-22)



# City of Lee's Summit Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)



Area 8 -  
Braeside Park

## Legend

- Mill & Overlay - RC 5-01
- Mill & Overlay - Mill & Fill RC 5-01
- Mill & Overlay - Mill & Fill 5-01 (70-22)

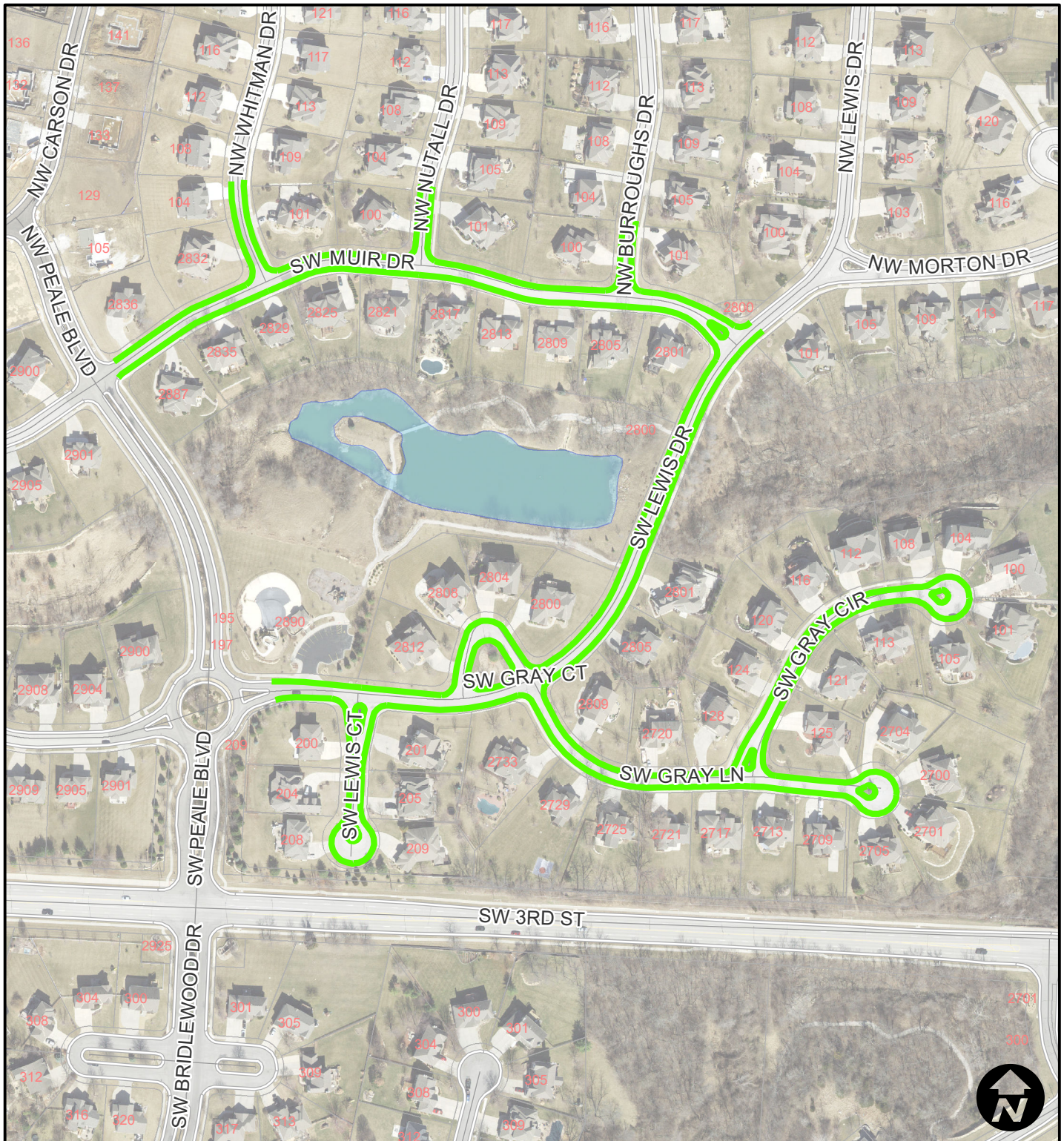


# City of Lee's Summit Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)





# City of Lee's Summit Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)



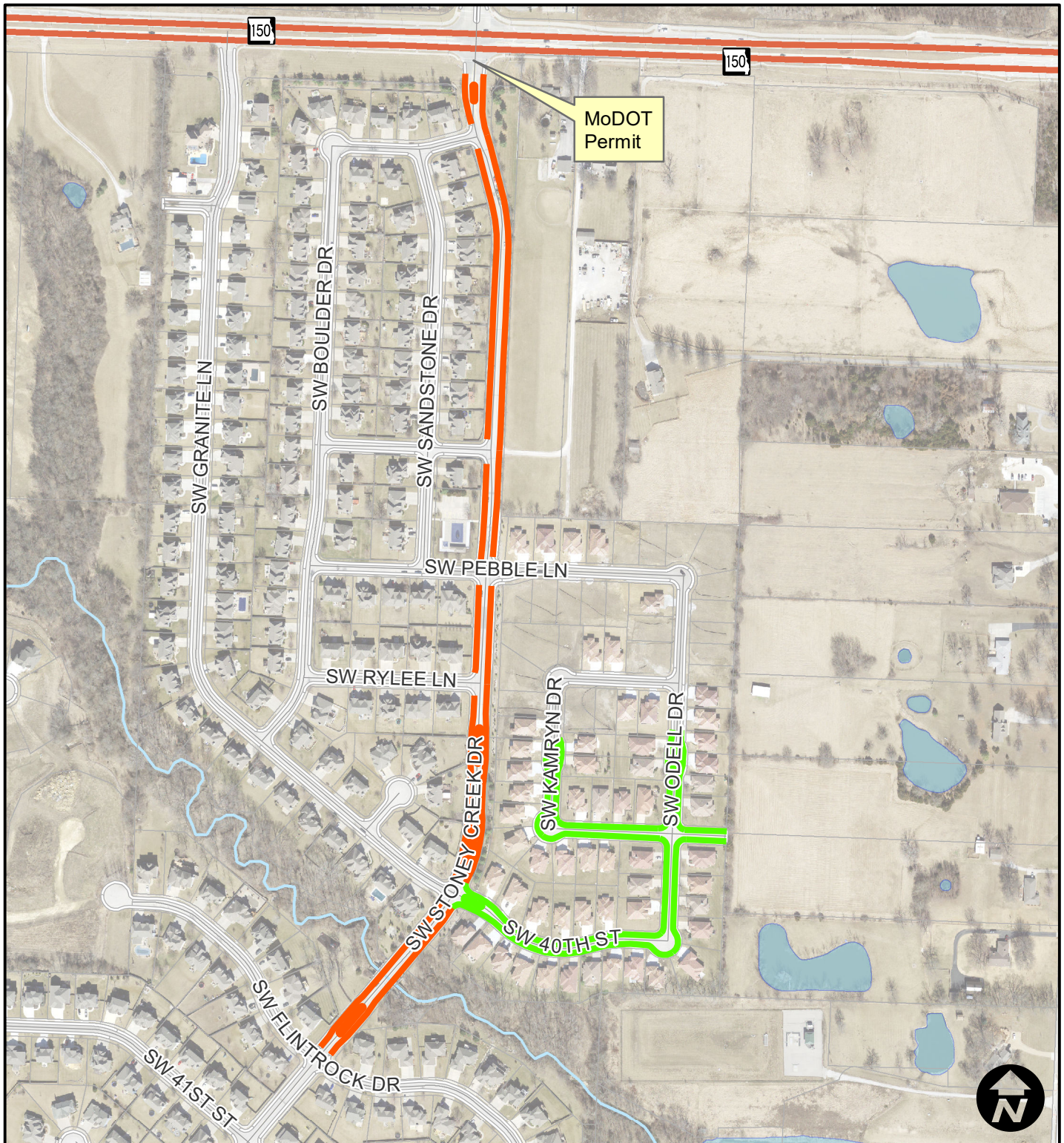
Area 10 -  
Winterset Valley

## Legend

- Mill & Overlay - RC 5-01
- Mill & Overlay - Mill & Fill RC 5-01
- Mill & Overlay - Mill & Fill 5-01 (70-22)



# City of Lee's Summit Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)



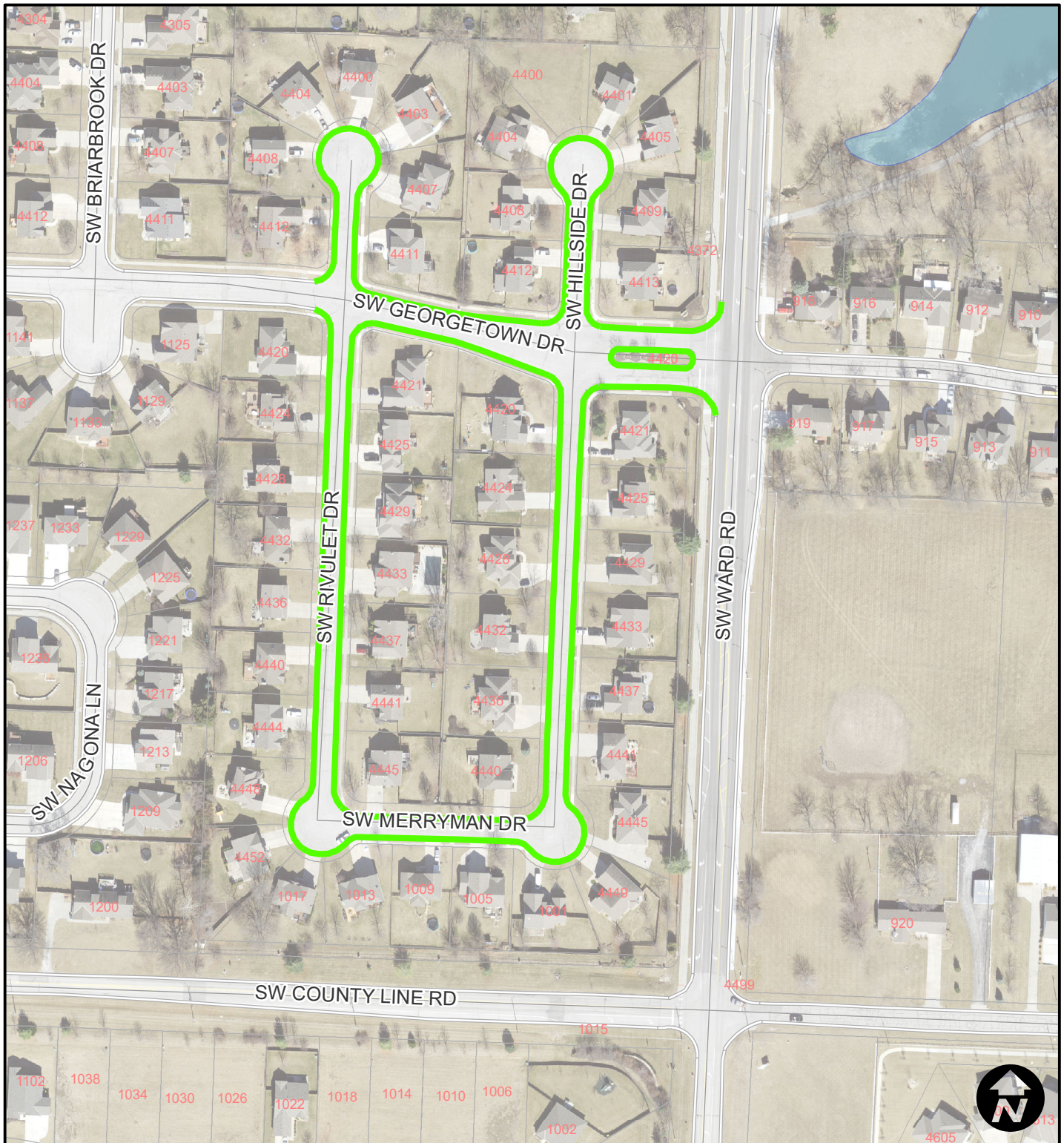
Area 11 -  
Parkwood @ Stoney Creek

## Legend

- Mill & Overlay - RC 5-01
- Mill & Overlay - Mill & Fill RC 5-01
- Mill & Overlay - Mill & Fill 5-01 (70-22)



# City of Lee's Summit Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)



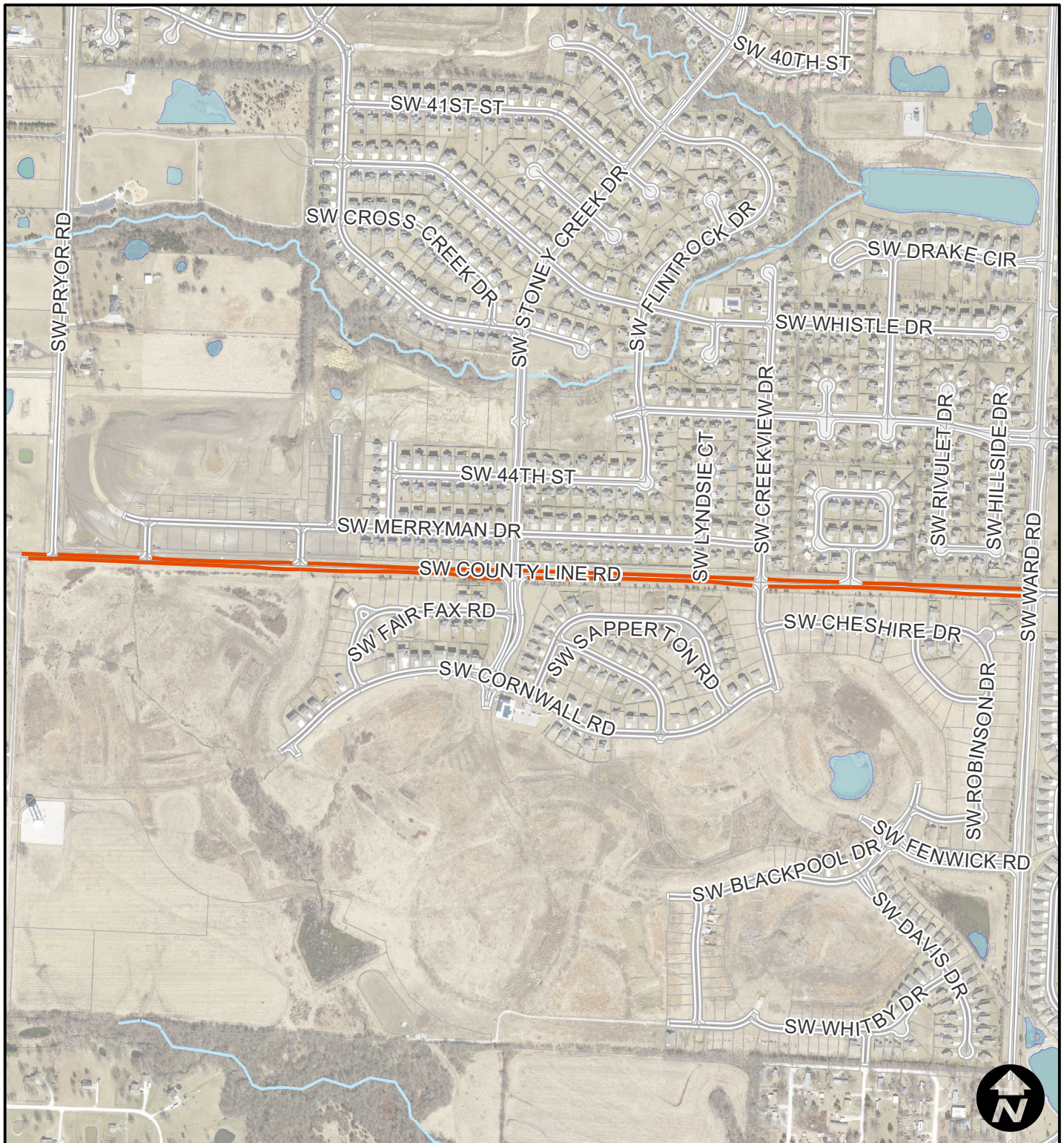
Area 12 -  
Stoney Creek

## Legend

- Mill & Overlay - RC 5-01
- Mill & Overlay - Mill & Fill RC 5-01
- Mill & Overlay - Mill & Fill 5-01 (70-22)



# City of Lee's Summit Mill & Overlay 19/20 - Proj. No.324-19/20 (overlay)



Area 13 -  
County Line

## Legend

- Mill & Overlay - RC 5-01
- Mill & Overlay - Mill & Fill RC 5-01
- Mill & Overlay - Mill & Fill 5-01 (70-22)





## Packet Information

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**File #:** TMP-1202, **Version:** 1

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An Ordinance approving the award of Bid No. 324-19/20 (slurry) for the Surface Seal 19/20 program to Vance Brothers Inc. in the amount of \$1,061,749.75, and authorizing the City Manager to enter into the agreement for the same.

### Issue/Request:

An Ordinance approving the award of Bid No. 324-19/20 (slurry) for the Surface Seal 19/20 program to Vance Brothers Inc. in the amount of \$1,061,749.75, and authorizing the City Manager to enter into the agreement for the same.

### Key Issues:

- The Surface Seal Program is a key element in the City's Pavement Maintenance Program.
- This year's Surface Seal Program will treat 49.4 lane miles.
- Vance Brothers Inc. was found to be the lowest and best responsible bidder.

### Proposed Committee Motion:

I move to recommend to City Council approval of An Ordinance approving the award of Bid No. 324-19/20 (slurry) for the Surface Seal 19/20 program to Vance Brothers Inc. in the amount of \$1,061,749.75, and authorizing the City Manager to enter into the agreement for the same.

### Background:

Surface sealing is a street surface treatment designed to extend the life of existing pavements at about one-third to one-fourth the cost of milling and overlaying a pavement. Timely application is necessary to extend the life of existing pavements. This process is similar in concept to painting a house instead of waiting to replace the siding.

Surface sealing with Micro Surface is a specialized process, so there are very few contractors that specialize in micro surfacing and slurry seal work. Surface sealing uses a mixture of fine aggregate, polymer-modified asphalt oils, Portland cement, and mineral fillers to seal the entire roadway with a 1/4 inch-thick layer of the oil-aggregate mixture. The first step in the sealing process is filling surface cracks and voids to make them weather tight, similar to caulking seams on a house to prevent water infiltration. The surface seal mixture is then placed over the entire street to provide a water resistant surface that mitigates aging of the pavement cause by UV rays from the sun.

### Timeline:

Start: June 2019

Finish: August 2019

Other Information/Unique Characteristics:

The Public Works Department issued Bid No. 324-19/20 (slurry), Surface Seal 19/20, on February 28, 2019. This project's Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. A Pre-Bid conference was held March 15, 2019. Two companies attended the Pre-Bid Conference. Two bids was received by the April 9, 2019 bid opening date. The bids were evaluated, and City staff determined Vance Brothers Inc. to be the lowest and best responsive bidder.

Vince Schmoeger, Project Manager

Staff Recommendation: Staff recommends approval.

Committee Recommendation:

**BILL NO.****ORDINANCE NO.**

---

AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-19/20 (SLURRY) FOR THE SURFACE SEAL 19/20 PROGRAM TO VANCE BROTHERS INC. IN THE AMOUNT OF \$1,061,749.75, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT FOR THE SAME.

WHEREAS, the Surface Seal Program is a key element in the City's Pavement Maintenance Program; and,

WHEREAS, the annual Surface Seal program will treat 49.4 lane miles; and,

WHEREAS, of the bids received, Vance Brothers Inc. was found to be the lowest and best responsive and responsible bidder.

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 award of Bid No. 324-19/20 (slurry) for Surface Seal 19/20 Program, to Vance Brothers Inc. in the amount of \$1,061,749.75.

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 Vance Brothers Inc. for services contained in Bid No. 324-19/20 (slurry), generally for the Surface Seal 19/20, in the amount of \$1,061,749.75. Said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

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

ATTEST:

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

**BILL NO.**

**ORDINANCE NO.**

---

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

THIS AGREEMENT is by and between City of Lee's Summit, Missouri ("Owner") and  
Vance Brothers, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Application of APWA Type I (ISSA Type II) Improved Street Micro-Surface to streets or segments of streets as specified by the Owner, including all materials, labor, equipment, 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:

Project No. 324-19/20 (surface seal)  
Surface Seal 19/20

**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.
- B. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run. Refer to Paragraph 1.02 of the General Conditions for the definition of a Day.



#### 4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.01 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,100 for each day that expires after the time specified in Paragraph 4.01 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.01 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 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	Total Bid Price
2.01	Type II Micro Surfacing	SY	426,056	\$2.44	\$1,039,576.64
2.02	Pavement Marking – 4” Solid White High-Build Paint	LF	2,560	\$0.15	\$384.00
2.03	Pavement Marking – 4” Broken White High-Build Paint LF	LF	2,200	\$0.15	\$330.00
2.04	Pavement Marking – 4” Solid Yellow High-Build Paint	LF	12,235	\$0.15	\$1,835.25
2.05	Pavement Marking – 6” Solid White Thermoplastic	LF	3,386	\$0.24	\$812.64
2.06	Pavement Marking – 12” Solid Yellow Thermoplastic	LF	190	\$8.72	\$1,656.80
2.07	Pavement Marking – 24” Solid White Thermoplastic	LF	543	\$15.26	\$8,286.18
2.08	Pavement Marking – Left Arrow Thermoplastic	EA	28	\$103.55	\$2,899.40

2.09	Pavement Marking – Right Arrow Thermoplastic	EA	8	\$103.55	\$828.40
2.10	Pavement Marking – 2 Head Arrow Thermoplastic	EA	2	\$163.50	\$327.00
2.11	Pavement Marking – REMOVAL 6" Striping - Thermoplastic	LF	2,065	\$1.09	\$2,250.85
2.12	Pavement Marking – REMOVAL 12" Striping - Thermoplastic	LF	60	\$2.18	\$130.80
2.13	Pavement Marking – REMOVAL 24" Striping - Thermoplastic	LF	339	\$4.36	\$1,478.04
2.14	Pavement Marking – REMOVAL Arrow Symbols - Thermoplastic	EA	35	\$27.25	\$953.75
<b>Total of all Bid Prices (Unit Price Work)</b>					<b>\$1,061,749.75</b>

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

## **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 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 monthly Payment Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. 95 percent of Work completed (with the balance being retainage); and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 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.

### **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 8, inclusive).
  - 2. Performance bond (pages 3 to 3, inclusive).
  - 3. Payment bond (pages 3 to 3, inclusive).
  - 4. General Conditions (pages 1 to 66, inclusive).
  - 5. Supplementary Conditions (pages 1 to 5, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings and Details consisting of 34 sheets as listed in the table of contents of the Project Manual.
  - 8. Addenda (numbers 1 to 2, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).

10. 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: \_\_\_\_\_

Stephen A. Arbo

Title: City Manager

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

Nancy K. Yendes

Title: Chief Council Of Infrastructure &  
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.: \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

\_\_\_\_\_

Surface Seal 19/20 (#6120951)  
 Owner: Lee's Summit MO, City of  
 Solicitor: Lee's Summit MO, City of  
 04/09/2019 01:00 PM CDT

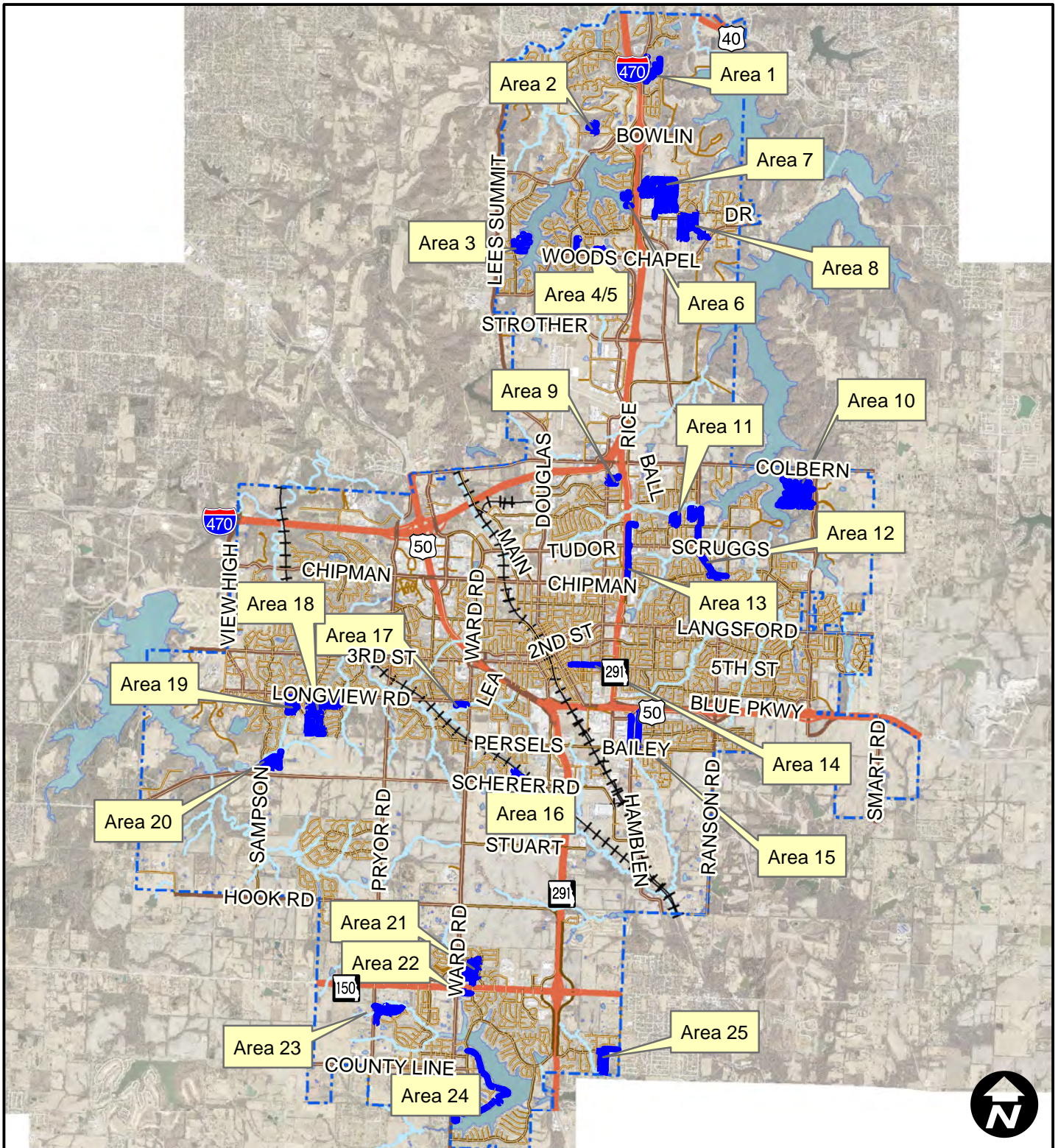
Unofficial

					Engineer Estimate		Vance Brothers Inc		Pavement Management LLC	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2.01	Type II Micro Surfacing	SY	426056	\$2.71	\$1,154,611.76	\$2.44	\$1,039,576.64	\$3.60	\$1,533,801.60
2	2.02	Pavement Marking 4" Solid White High-Build Paint	LF	2560	\$0.33	\$844.80	\$0.15	\$384.00	\$1.20	\$3,072.00
3	2.03	Pavement Marking 4" Broken White High-Build Paint LF	LF	2200	\$0.33	\$726.00	\$0.15	\$330.00	\$1.20	\$2,640.00
4	2.04	Pavement Marking 4" Solid Yellow High-Build Paint	LF	12235	\$0.33	\$4,037.55	\$0.15	\$1,835.25	\$1.20	\$14,682.00
5	2.05	Pavement Marking 6" Solid White Thermoplastic	LF	3386	\$6.00	\$20,316.00	\$0.24	\$812.64	\$1.85	\$6,264.10
6	2.06	Pavement Marking 12" Solid Yellow Thermoplastic	LF	190	\$10.00	\$1,900.00	\$8.72	\$1,656.80	\$3.75	\$712.50
7	2.07	Pavement Marking 24" Solid White Thermoplastic	LF	543	\$16.00	\$8,688.00	\$15.26	\$8,286.18	\$10.00	\$5,430.00
8	2.08	Pavement Marking Left Arrow	EA	28	\$300.00	\$8,400.00	\$103.55	\$2,899.40	\$300.00	\$8,400.00
9	2.09	Pavement Marking Right Arrow Thermoplastic	EA	8	\$300.00	\$2,400.00	\$103.55	\$828.40	\$300.00	\$2,400.00
10	2.1	Pavement Marking 2 Head Arrow Thermoplastic	EA	2	\$590.00	\$1,180.00	\$163.50	\$327.00	\$625.00	\$1,250.00
11	2.11	Pavement Marking REMOVAL 6" Striping - Thermoplastic	LF	2065	\$1.42	\$2,932.30	\$1.09	\$2,250.85	\$2.50	\$5,162.50
12	2.12	Pavement Marking REMOVAL 12" Striping - Thermoplastic	LF	60	\$2.84	\$170.40	\$2.18	\$130.80	\$10.00	\$600.00
13	2.13	Pavement Marking REMOVAL 24" Striping - Thermoplastic	LF	339	\$5.75	\$1,949.25	\$4.36	\$1,478.04	\$22.00	\$7,458.00
14	2.14	Pavement Marking REMOVAL Arrow Symbols - Thermoplastic	EA	35	\$89.00	\$3,115.00	\$27.25	\$953.75	\$225.00	\$7,875.00
Base Bid Total:						\$1,211,271.06		\$1,061,749.75		\$1,599,747.70

Bids opened by Vince Schmoeger, Tyler Sonne



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



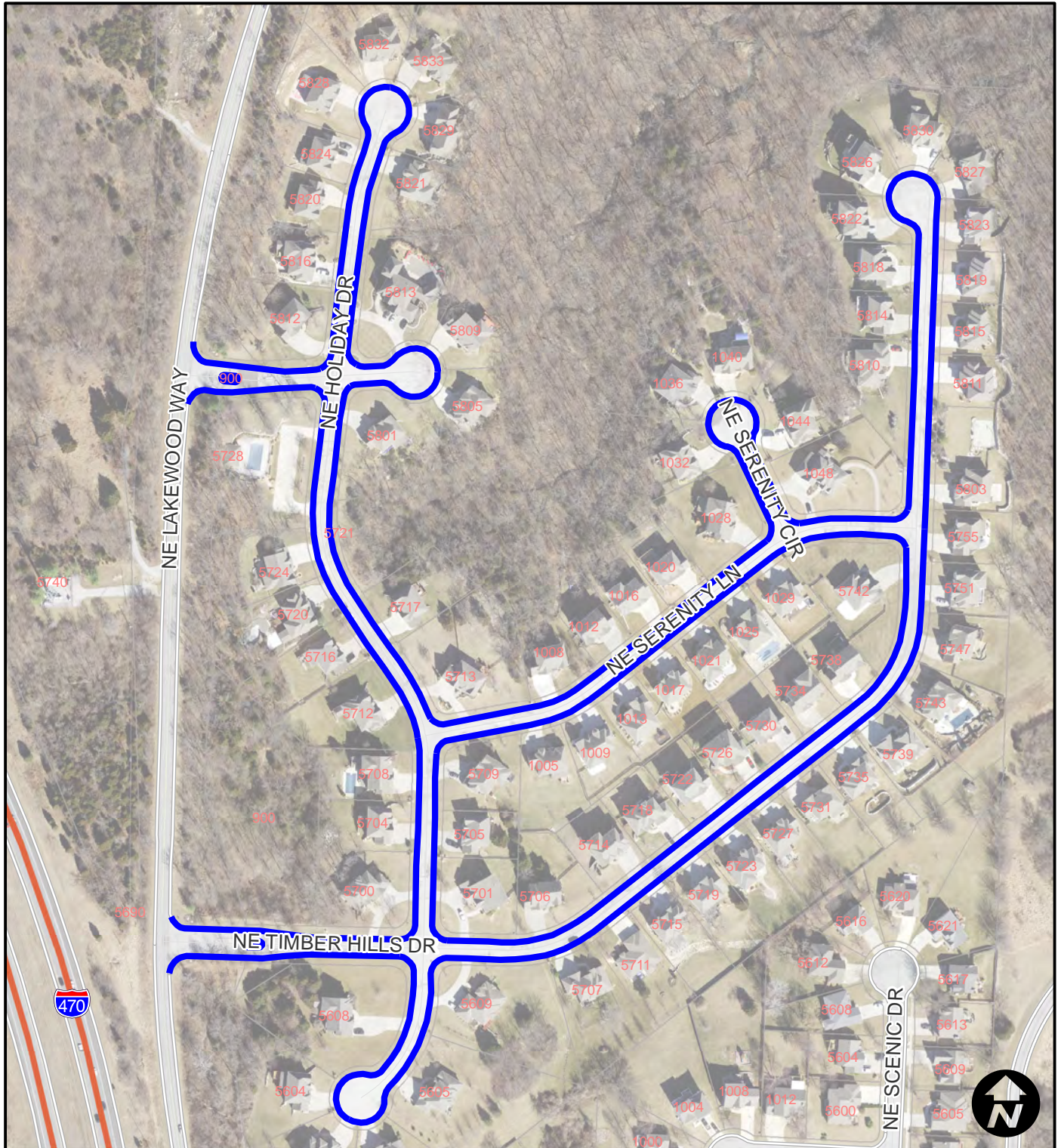
Summary

## Legend

— Micro Surface



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



**Area 1 -  
Timber Hills**

## Legend

 Micro Surface



**City of Lee's Summit**  
**Surface Seal 19/20 - Prj. No.324-19/20 (slurry)**



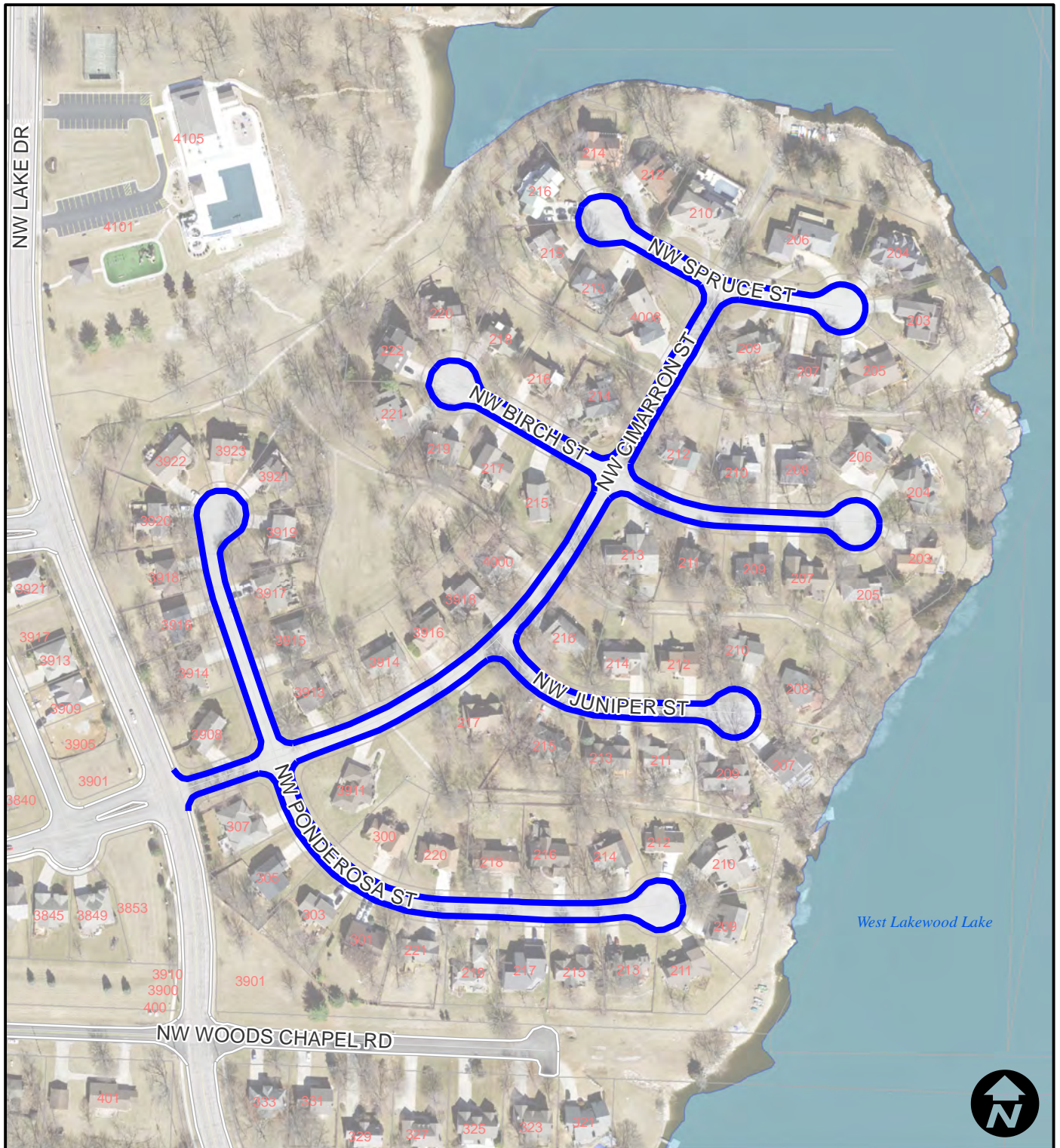
**Area 2 -  
Ash Grove**

**Legend**

**— Micro Surface**



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



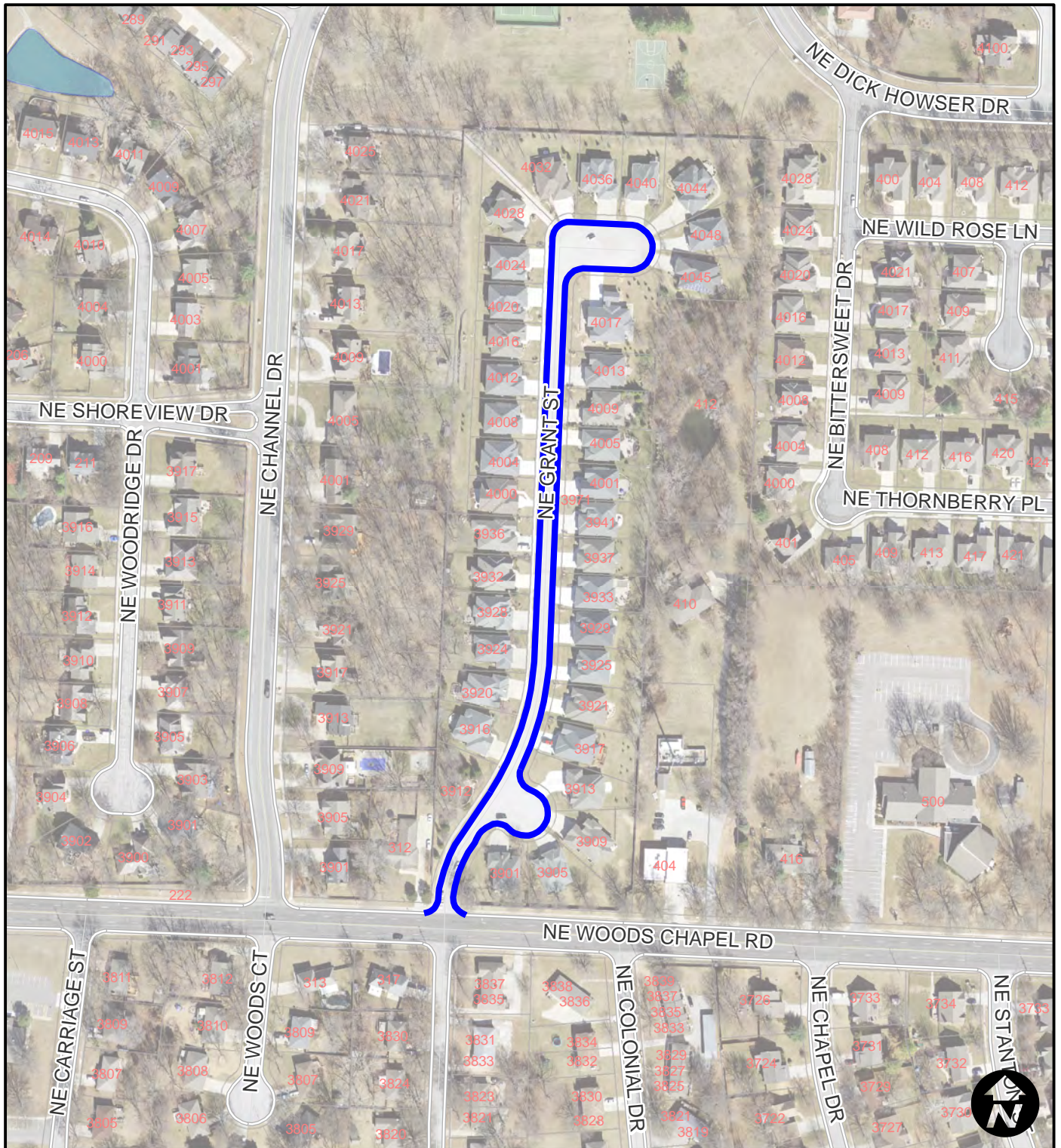
**Area 3 -  
Lake LS**

## Legend

**— Micro Surface**



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



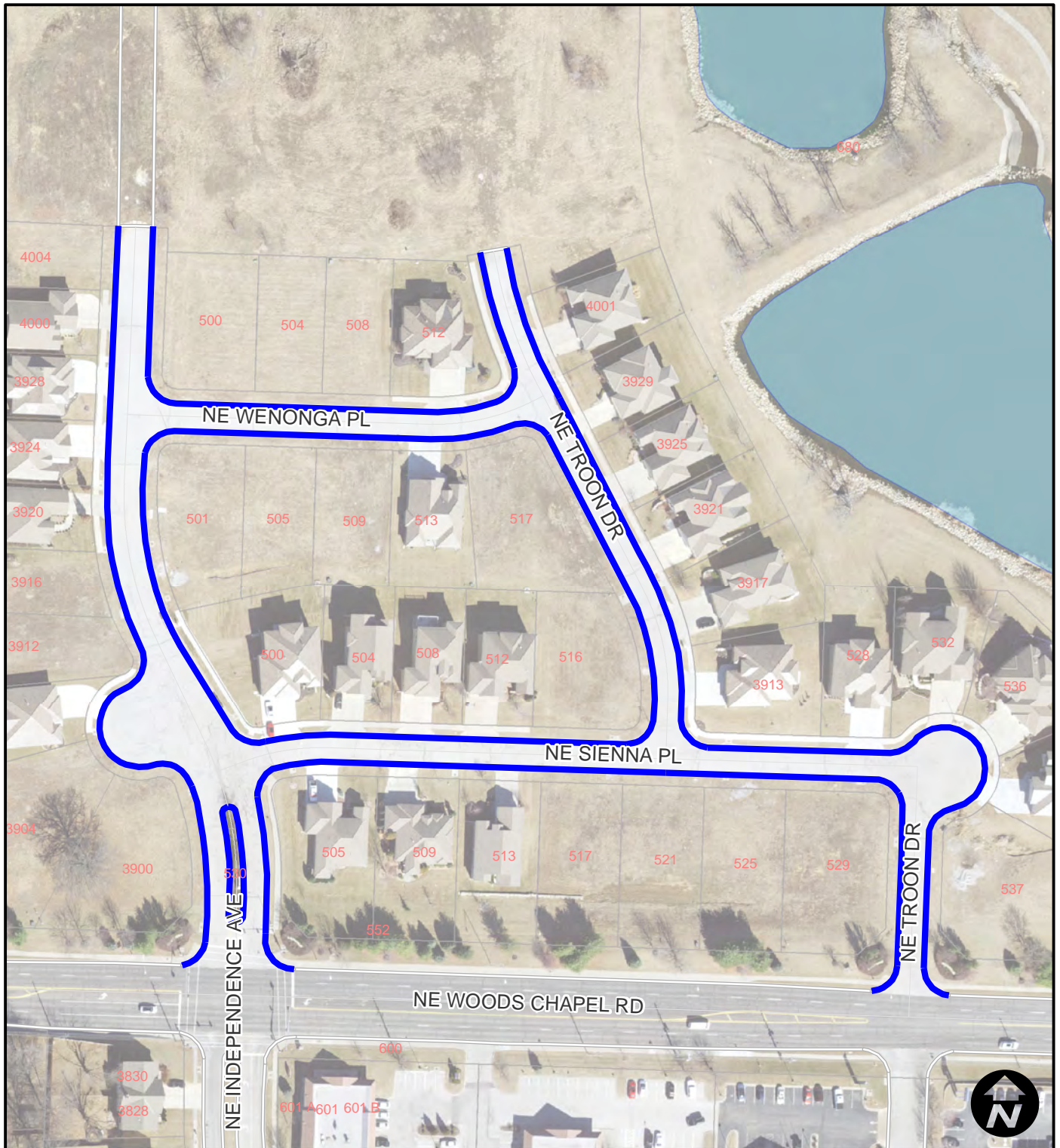
**Area 4 -  
Fairfield Woods**

**Legend**

**— Micro Surface**



**City of Lee's Summit**  
**Surface Seal 19/20 - Prj. No.324-19/20 (slurry)**



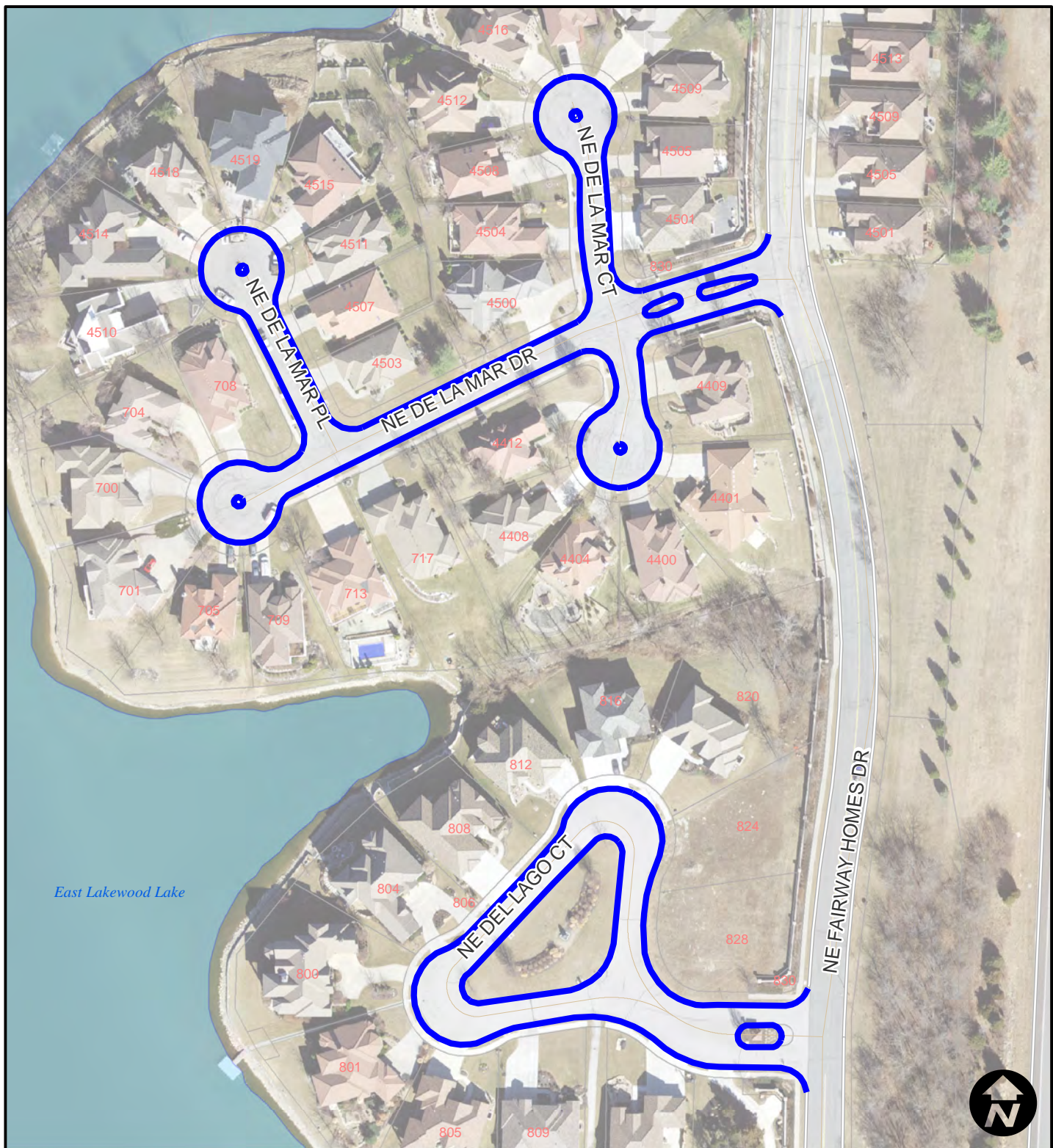
**Area 5 -**  
**Villas of Woods Chapel**

**Legend**

**— Micro Surface**



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



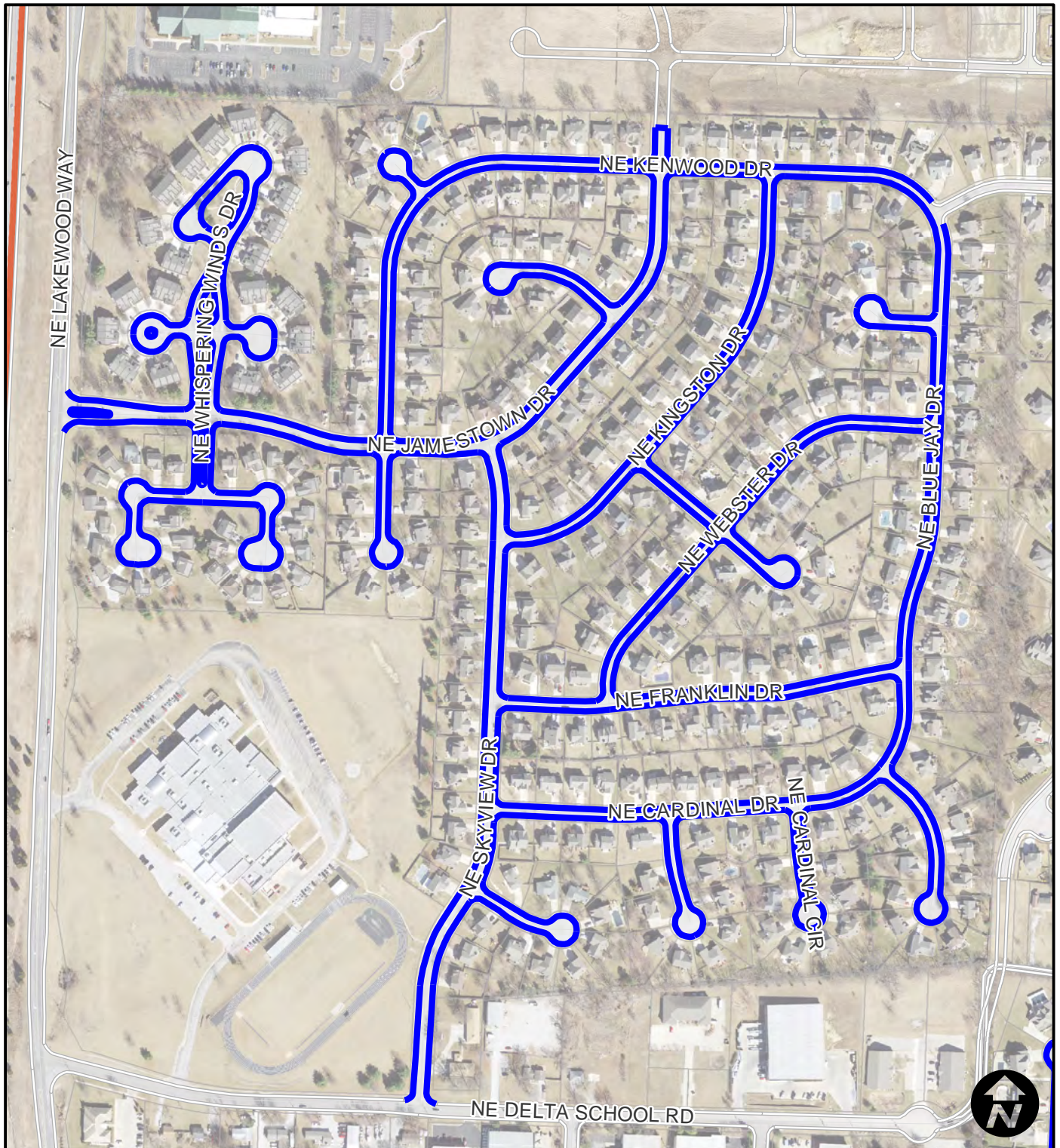
**Area 6 -  
Enclave**

## Legend

**— Micro Surface**



City of Lee's Summit  
Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



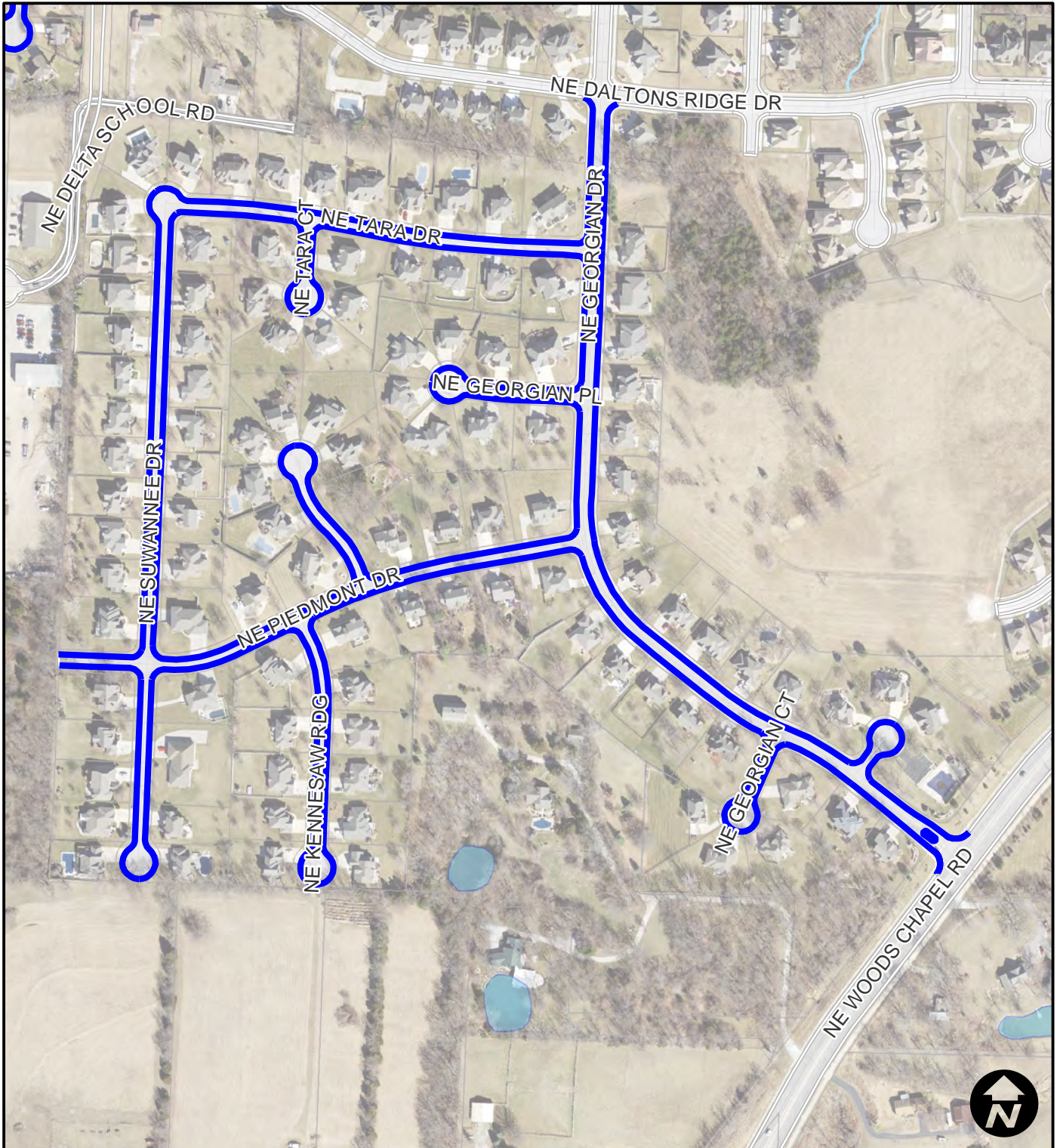
Area 7 -  
Lake Ridge Meadows

Legend

— Micro Surface



**City of Lee's Summit**  
**Surface Seal 19/20 - Prj. No.324-19/20 (slurry)**



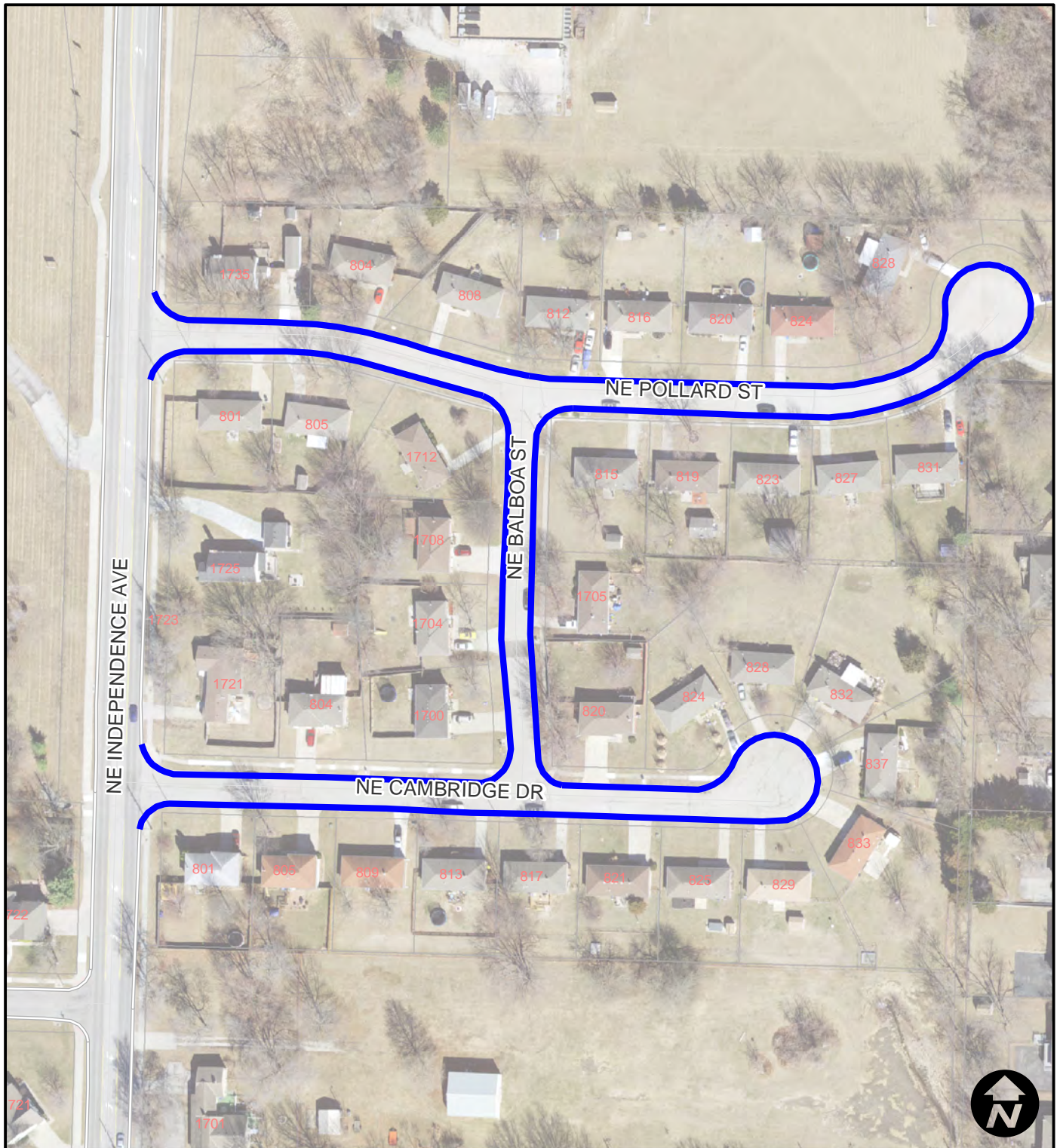
**Area 8 -**  
**Savannah Ridge**

**Legend**

 **Micro Surface**



City of Lee's Summit  
Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



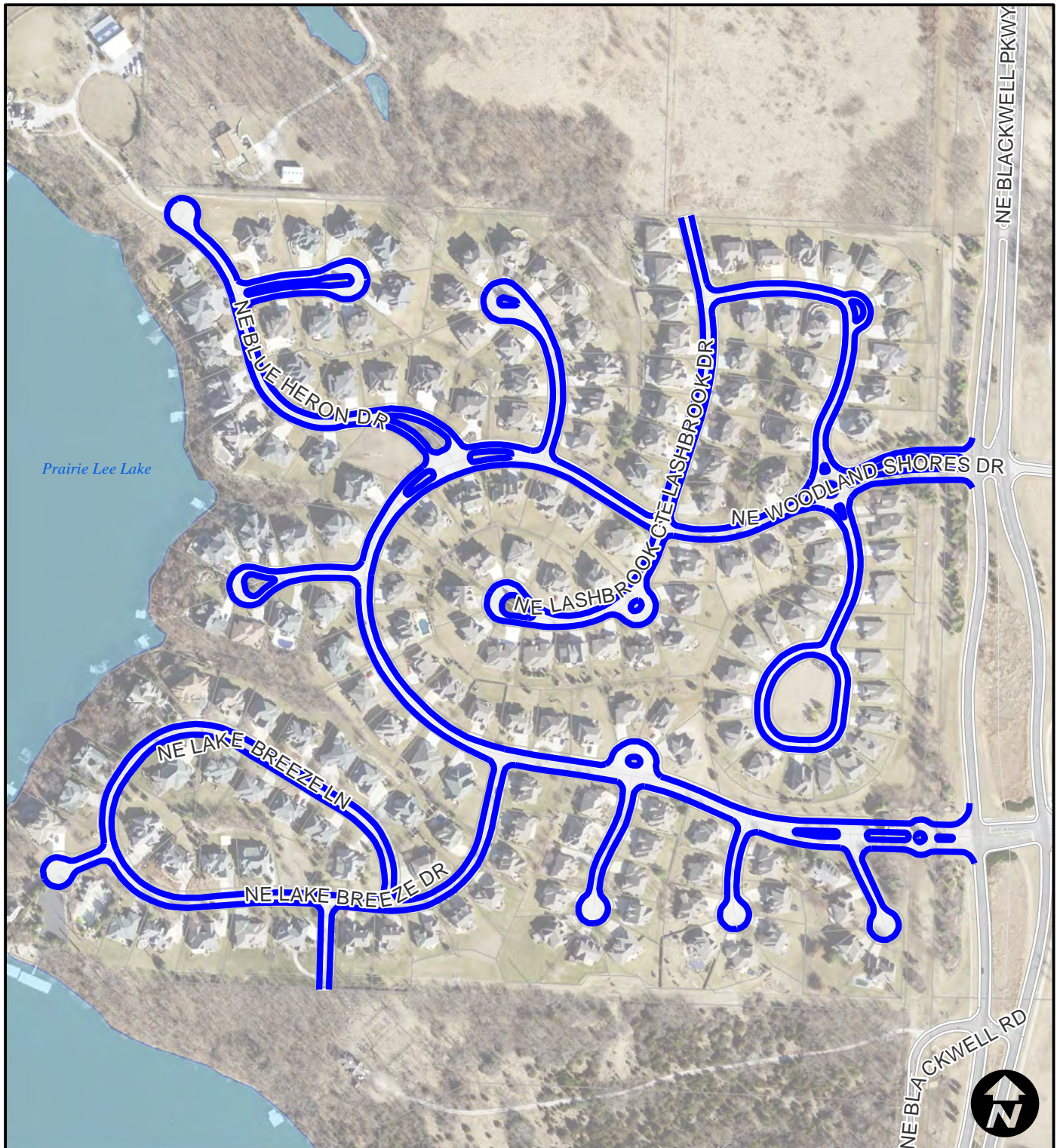
Area 9 -  
CLY-MAR Gardens

Legend

— Micro Surface



City of Lee's Summit  
Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



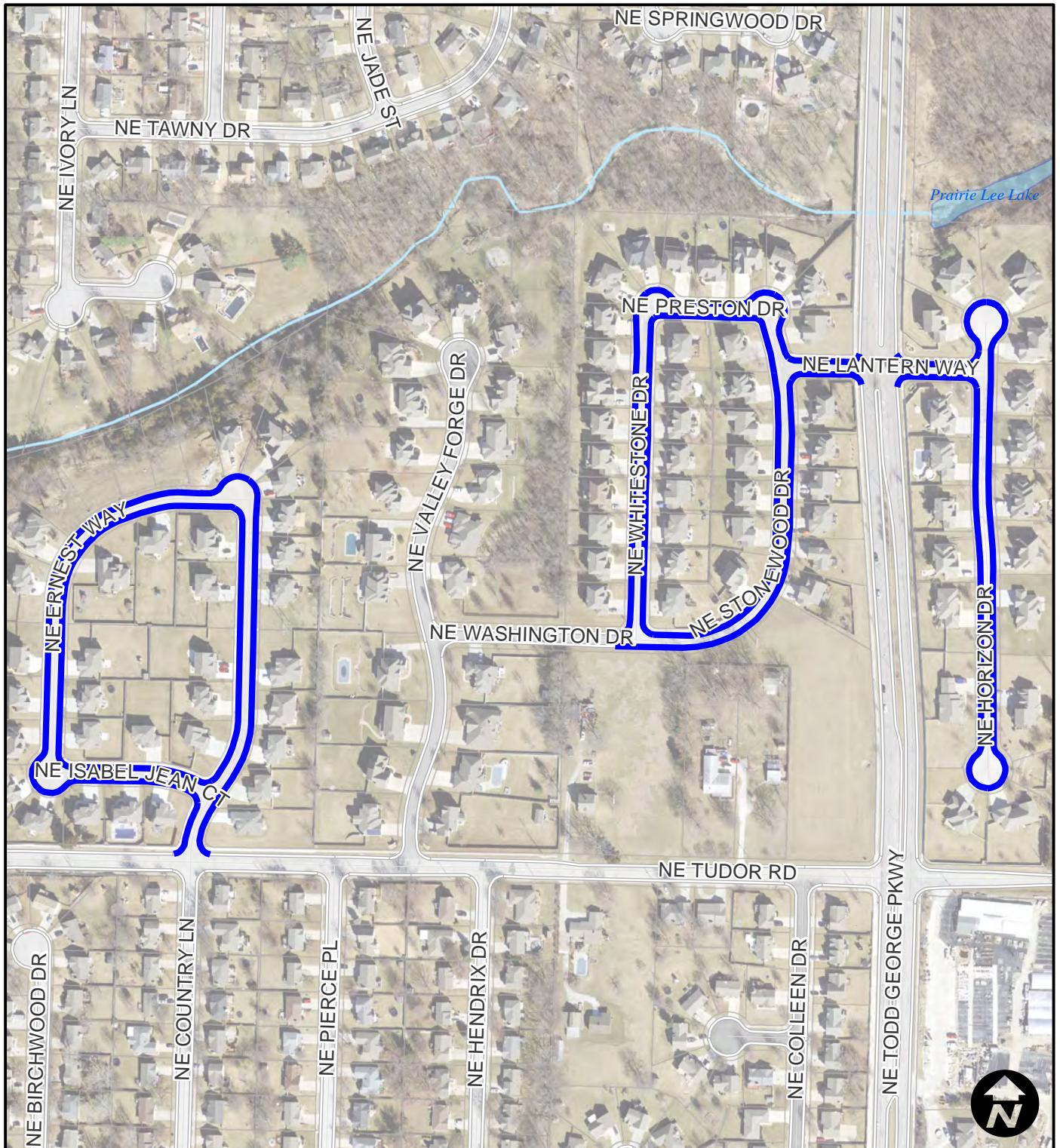
Area 10 -  
Woodland Shores

Legend

— Micro Surface



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



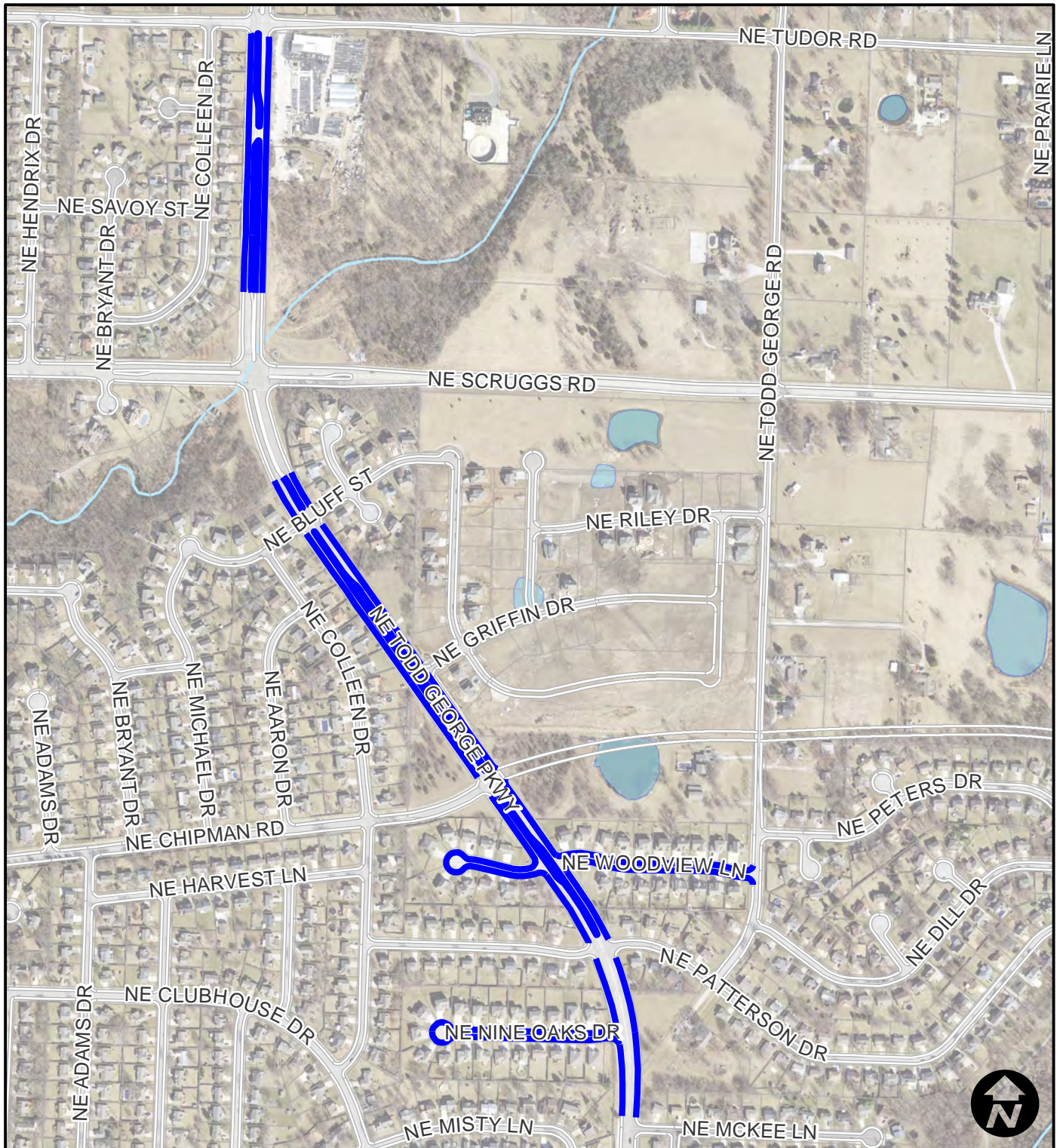
**Area 11 -  
Preston Meadows**

**Legend**

**— Micro Surface**



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



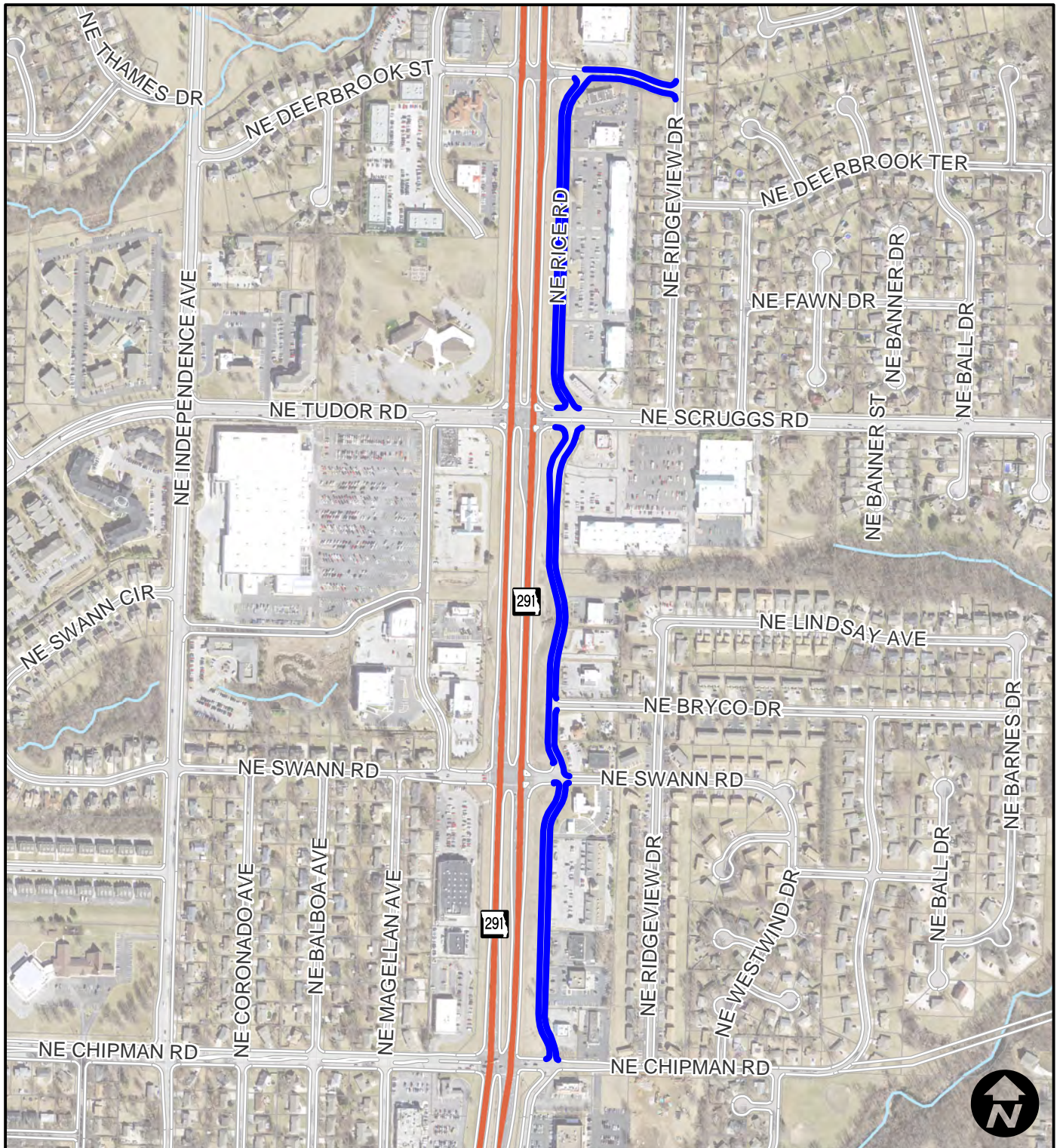
**Area 12 -  
Todd George**

**Legend**

**— Micro Surface**



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



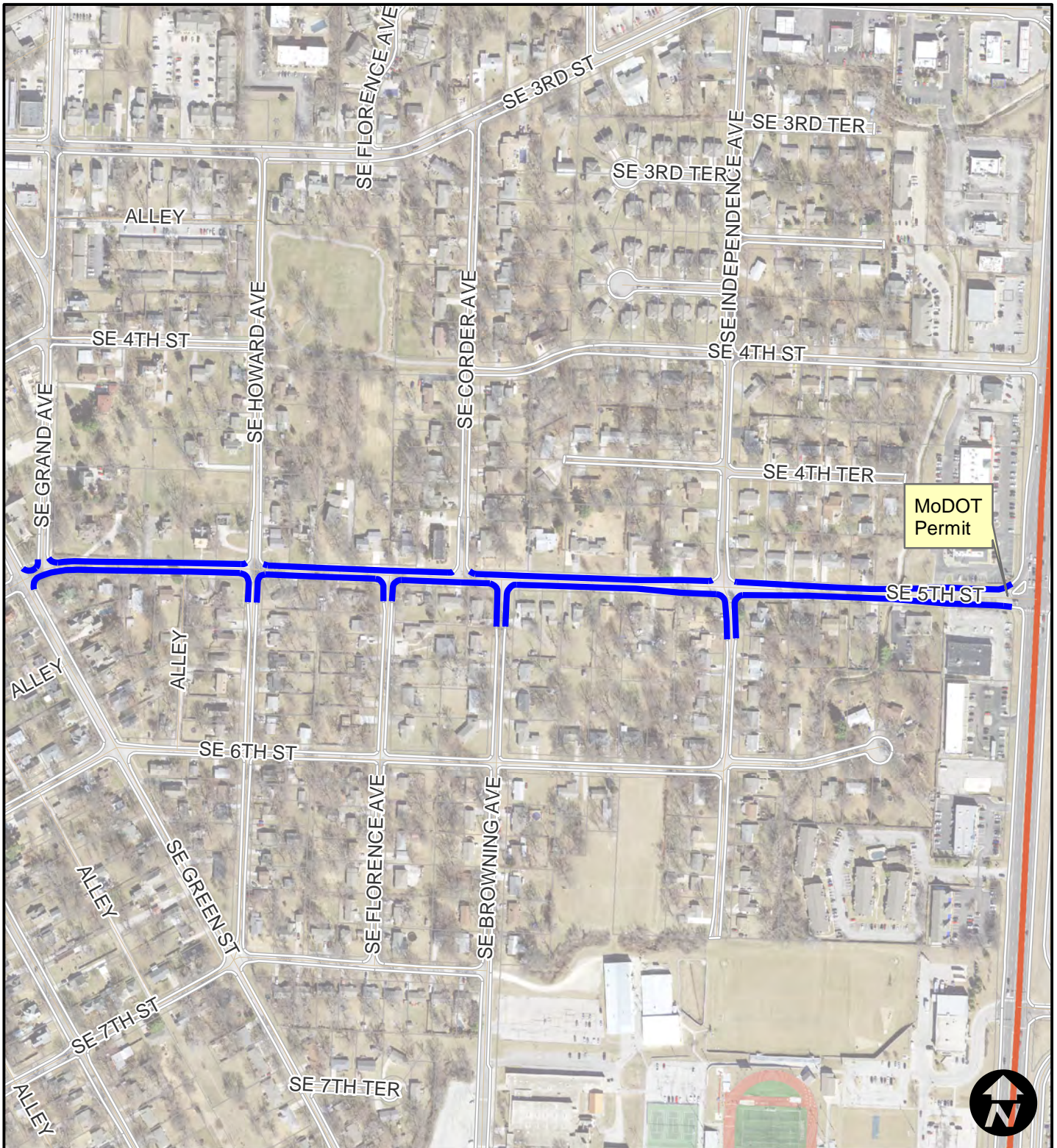
**Area 13 -  
Rice Road**

**Legend**

**— Micro Surface**



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



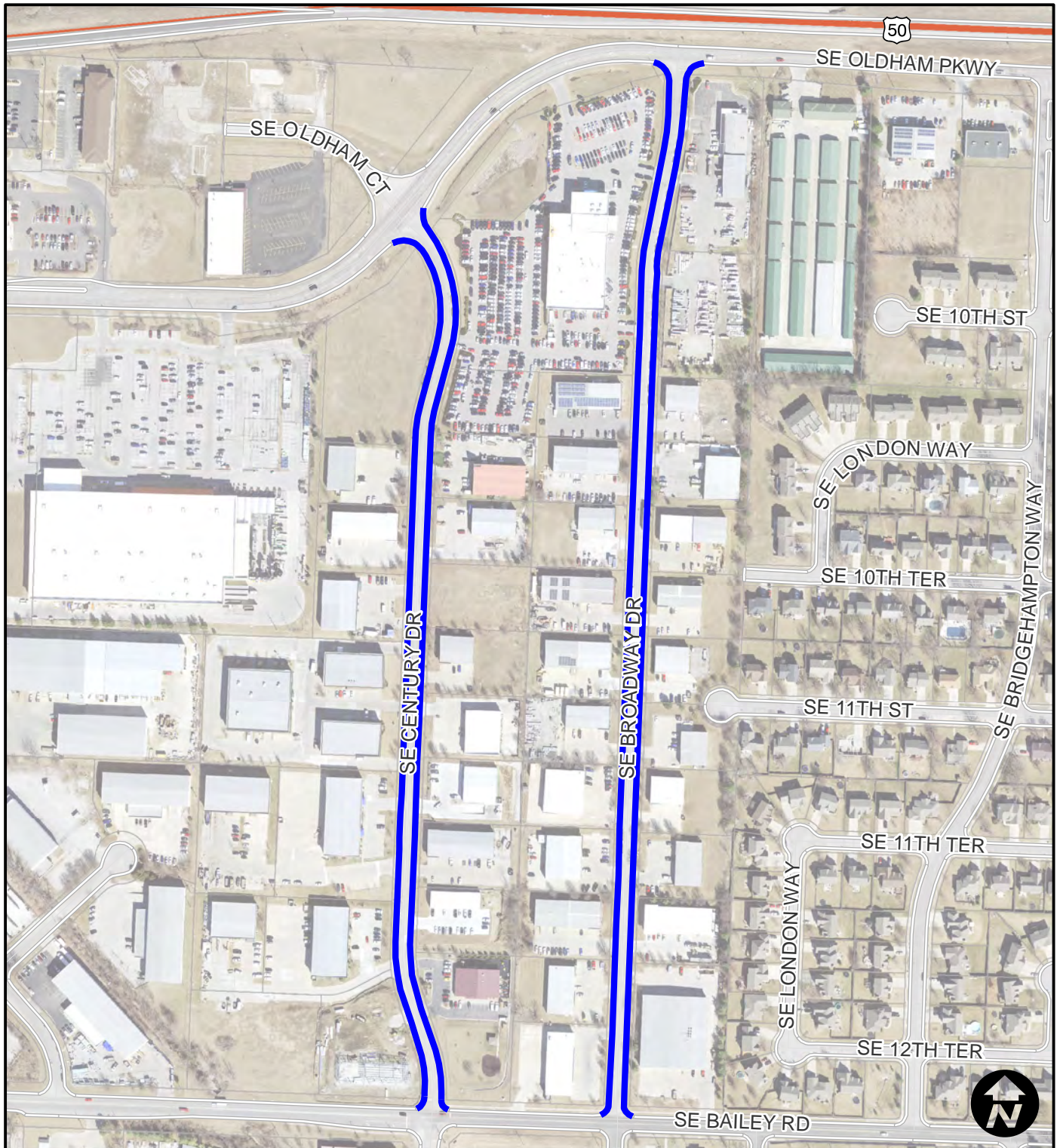
**Area 14 -  
5th Street**

## Legend

**— Micro Surface**



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



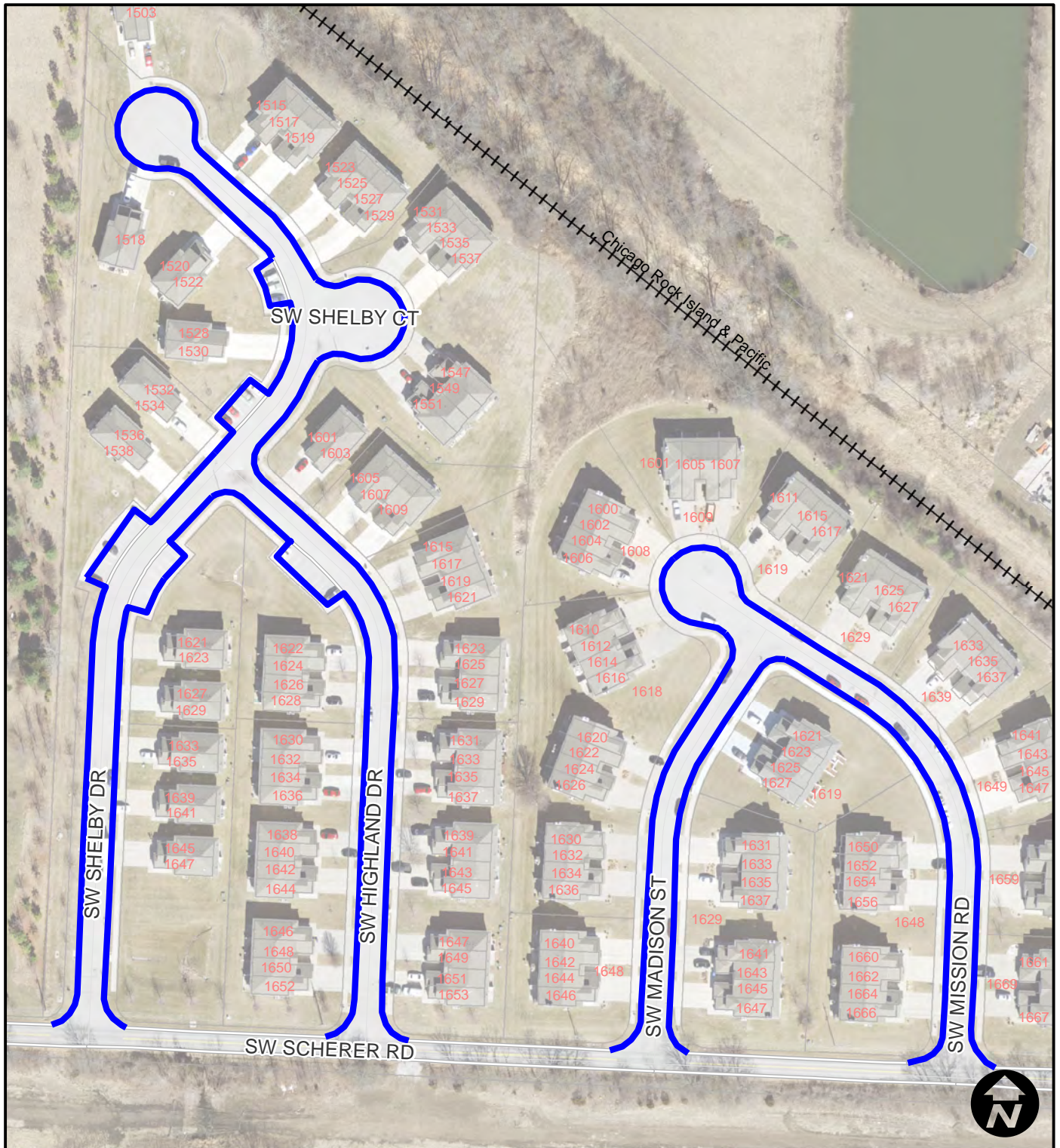
**Area 15 -  
Broadway/Century**

## Legend

**— Micro Surface**



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)





**City of Lee's Summit**  
**Surface Seal 19/20 - Prj. No.324-19/20 (slurry)**



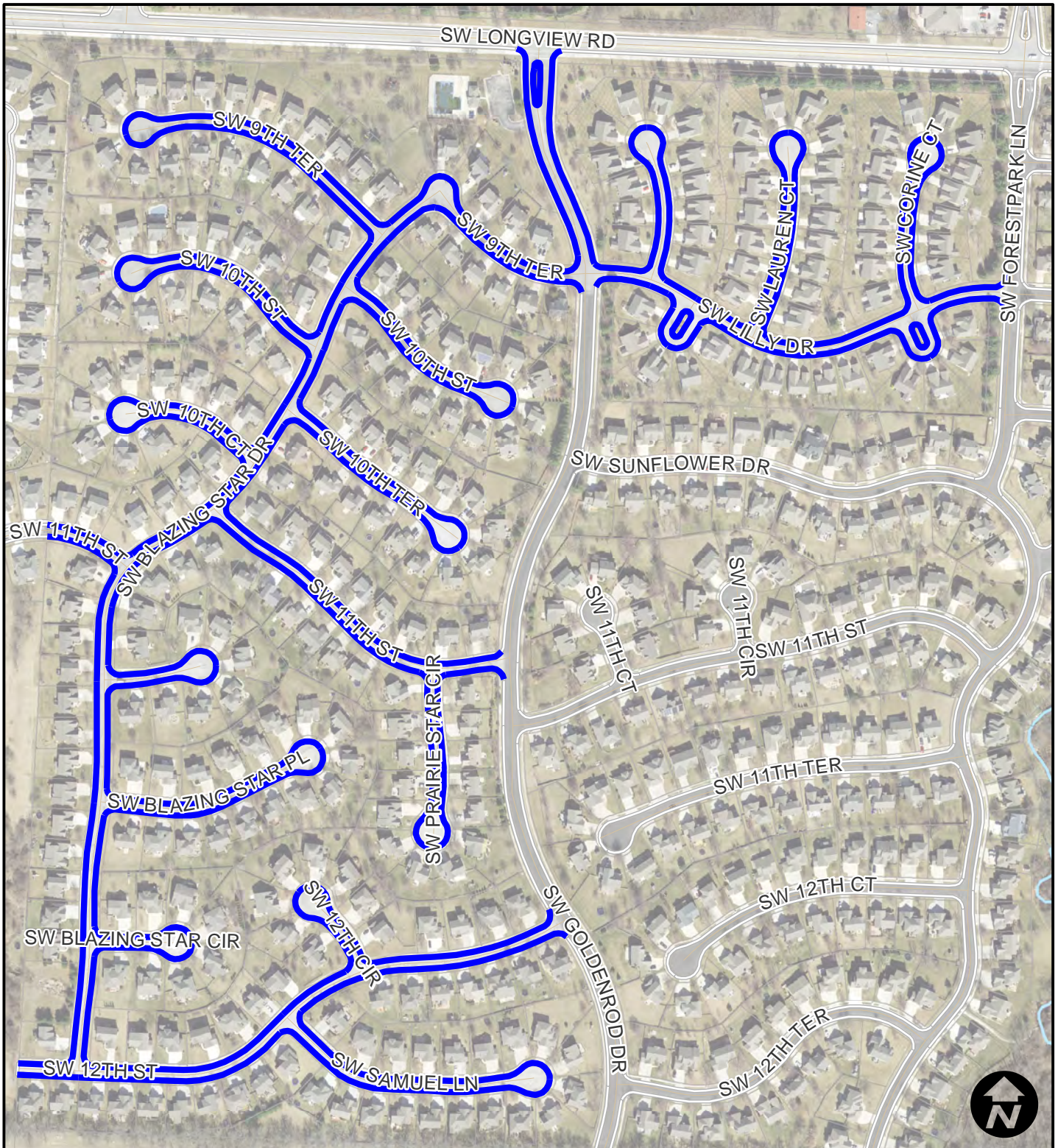
**Area 17 -  
Cedar Creek**

**Legend**

**— Micro Surface**



**City of Lee's Summit**  
**Surface Seal 19/20 - Prj. No.324-19/20 (slurry)**



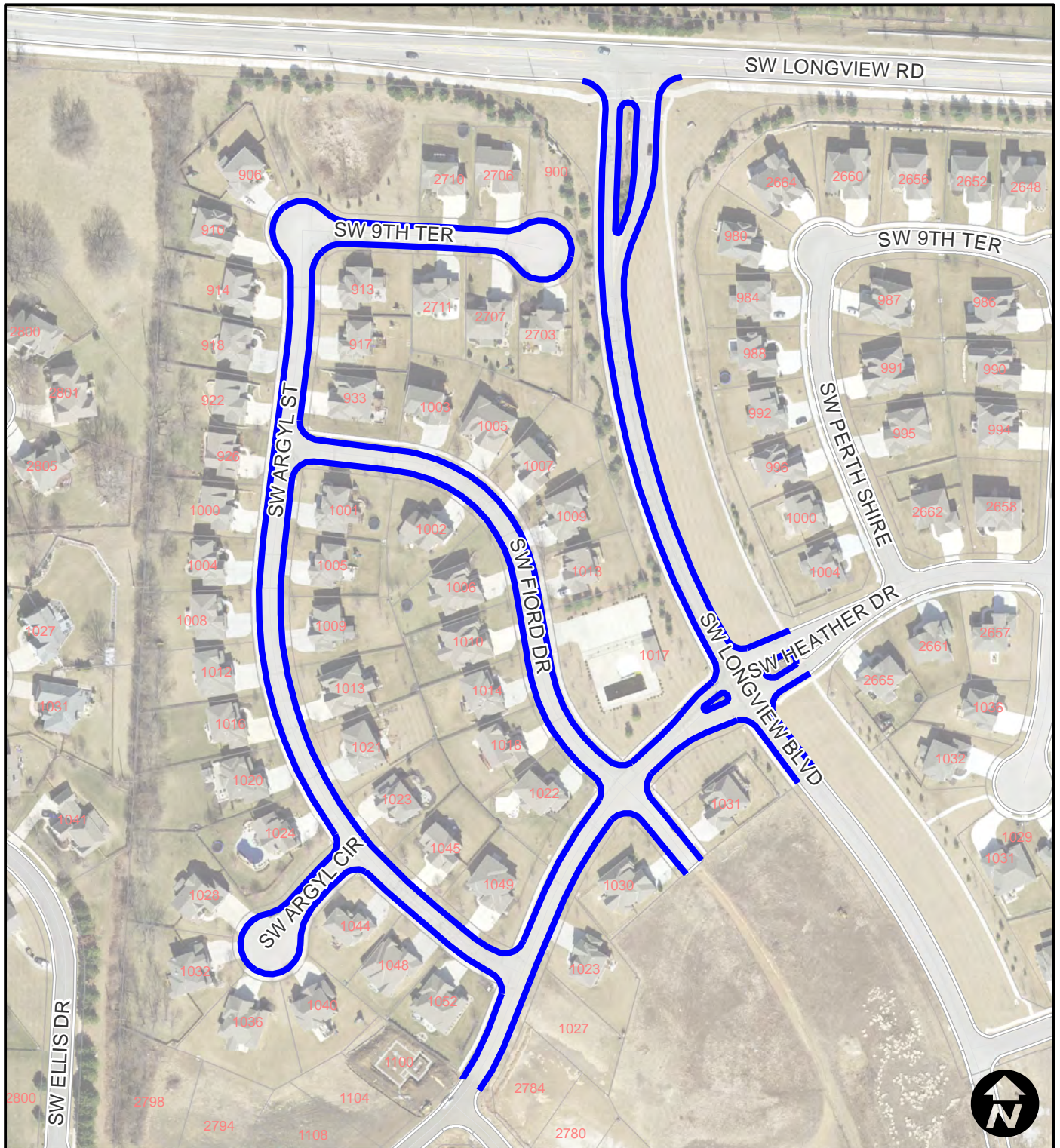
**Area 18 -  
Meadows of Winterset**

**Legend**

**— Micro Surface**



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



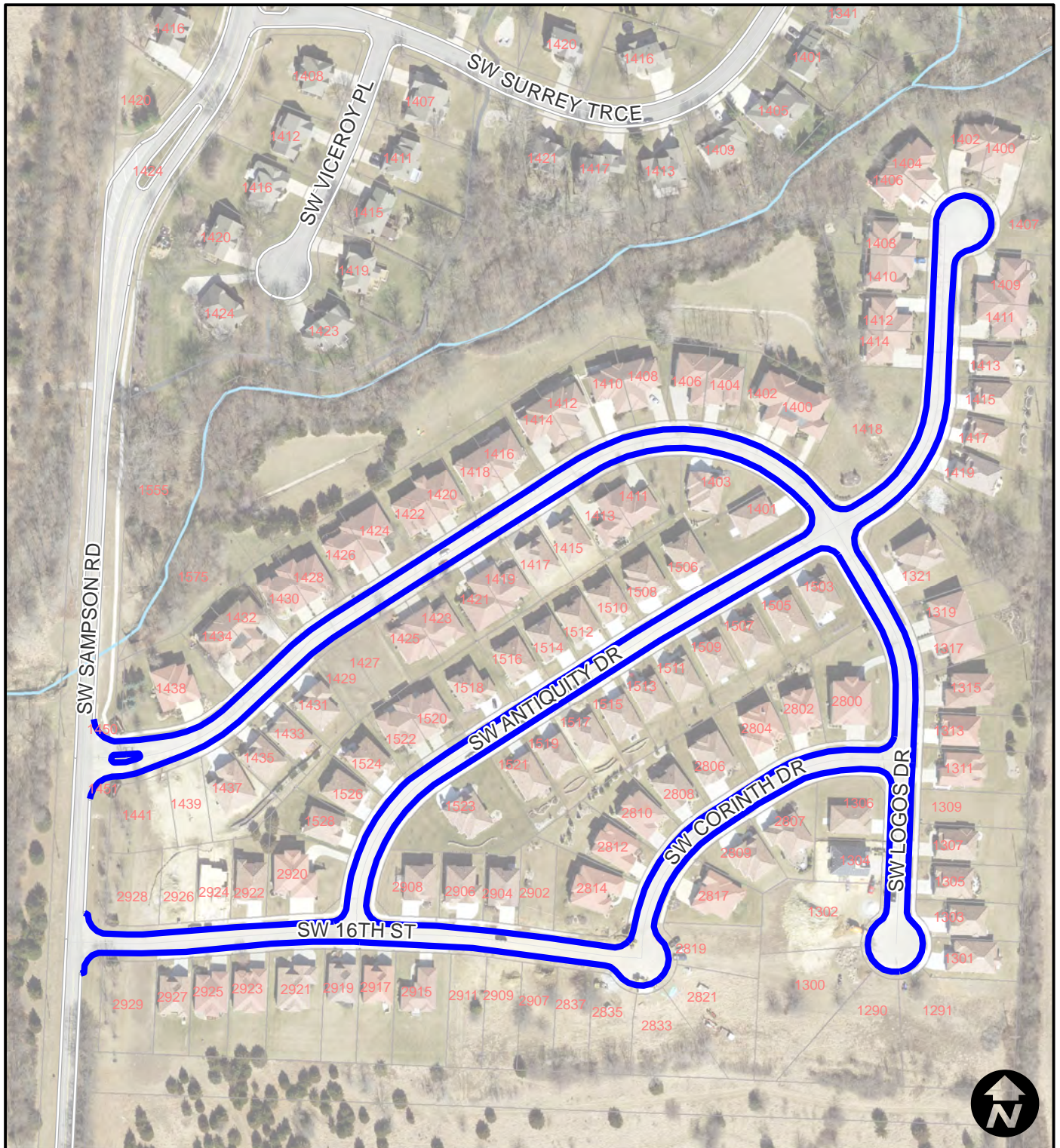
**Area 19 -  
Highland Meadows**

**Legend**

**— Micro Surface**



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



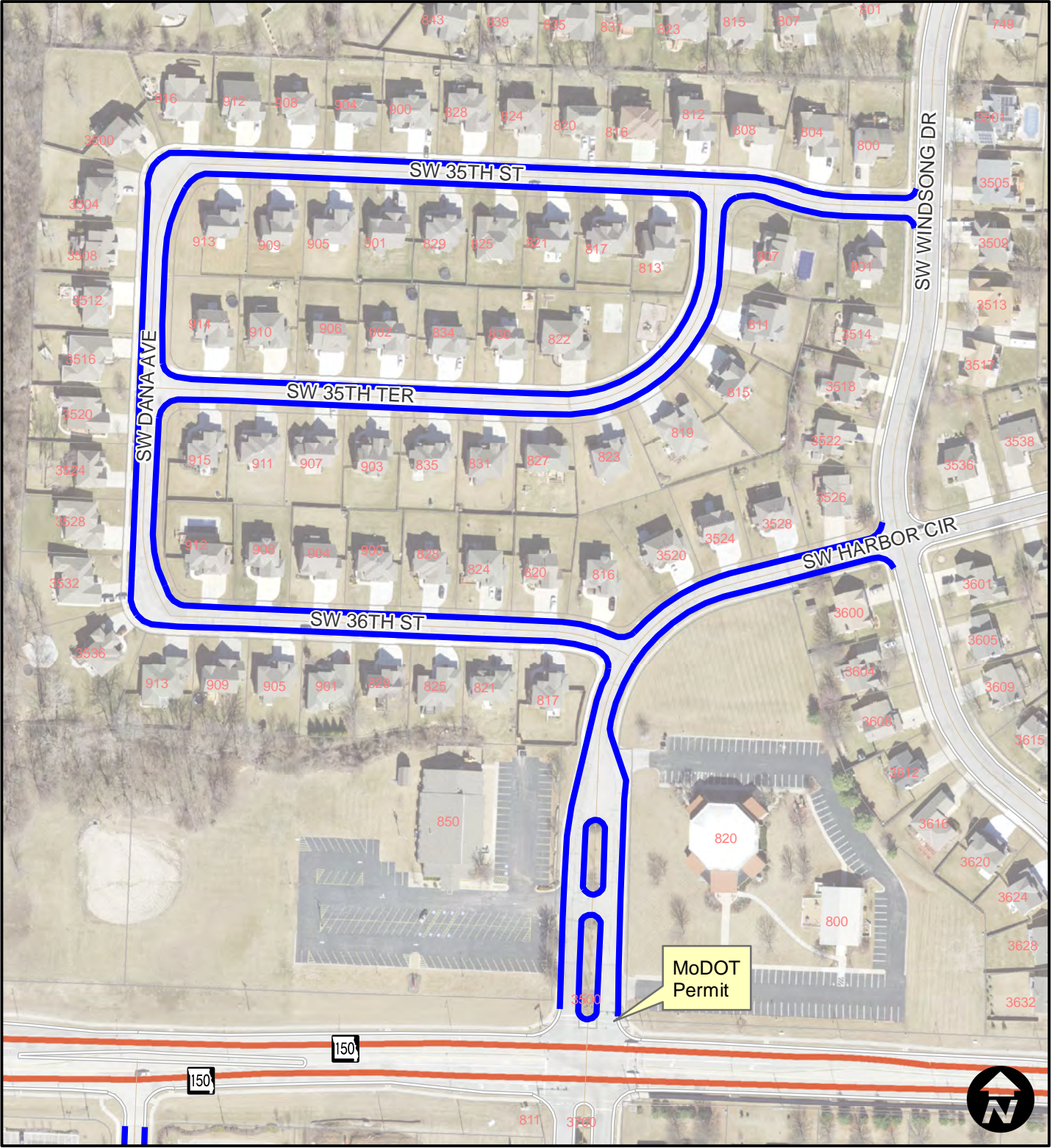
**Area 20 -  
Siena at Longview**

**Legend**

**— Micro Surface**



**City of Lee's Summit**  
**Surface Seal 19/20 - Prj. No.324-19/20 (slurry)**



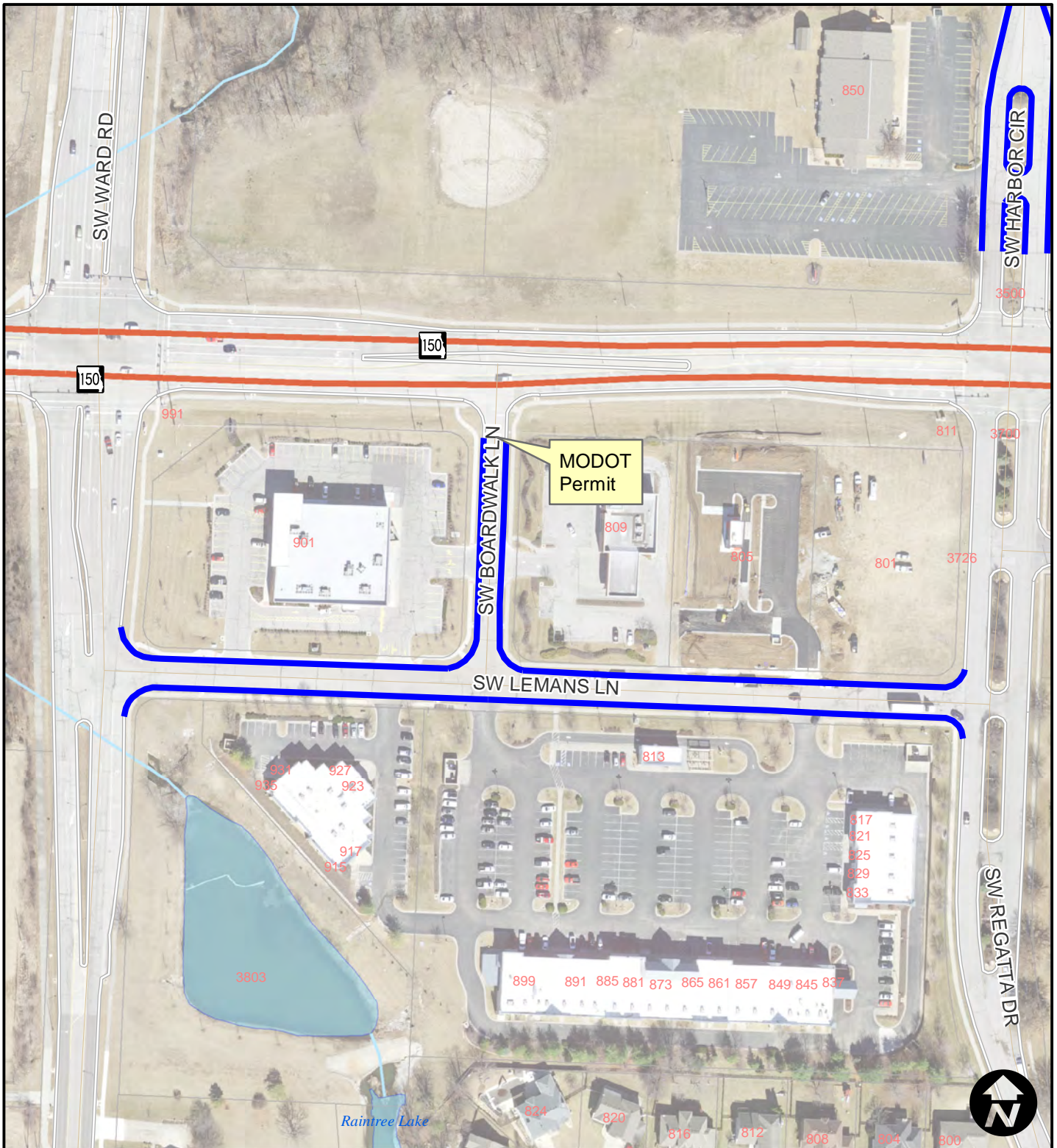
## Area 21 - Brooks Farm

### Legend

— Micro Surface



# City of Lee's Summit Surface Seal 19/20 - Prj. No.324-19/20 (slurry)



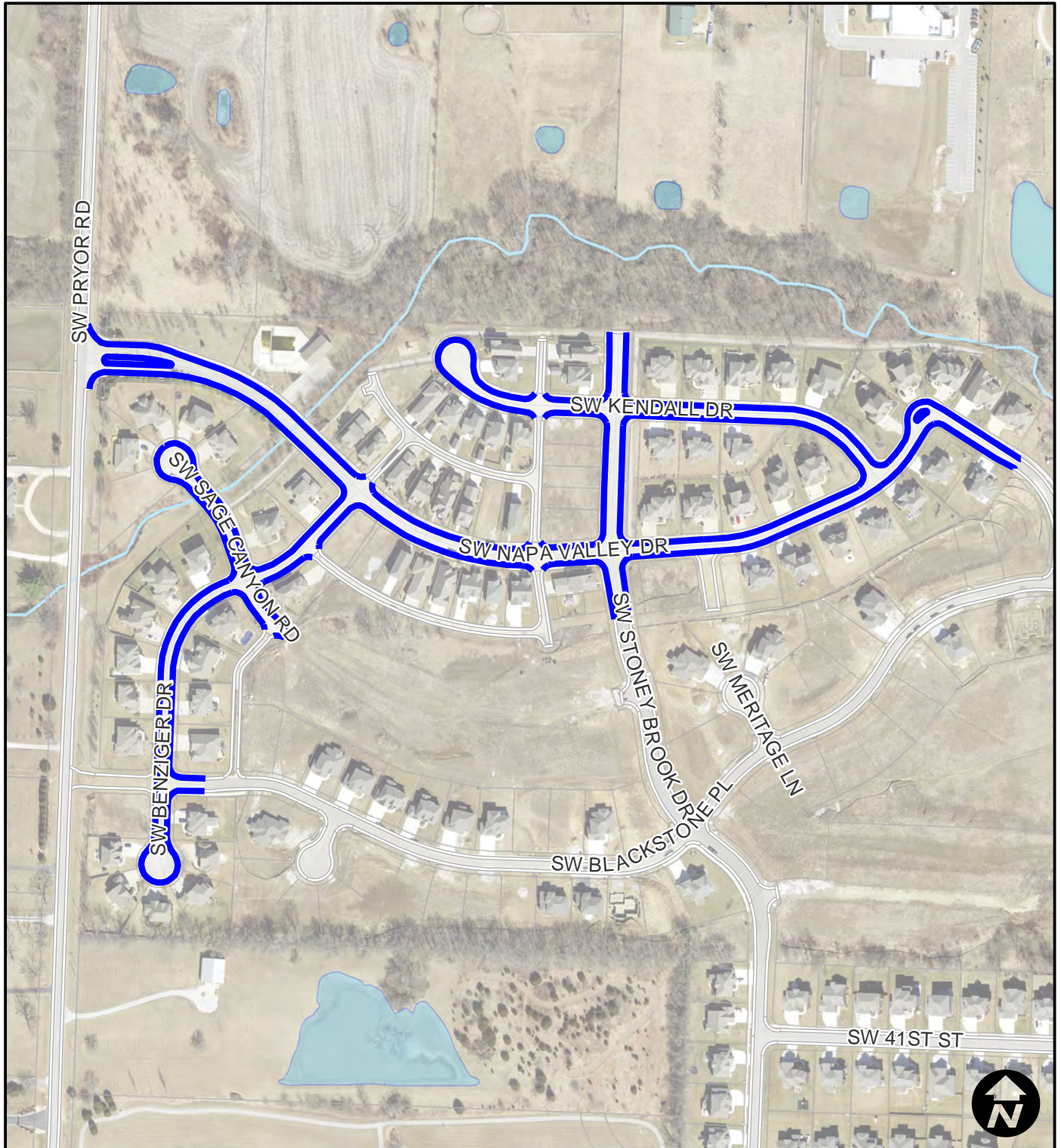
**Area 22 -  
Raintree Village**

## Legend

**— Micro Surface**



**City of Lee's Summit**  
**Surface Seal 19/20 - Prj. No.324-19/20 (slurry)**



**Area 23 -  
Napa Valley**

**Legend**

**— Micro Surface**



**City of Lee's Summit  
Surface Seal 19/20 - Prj. No.324-19/20 (slurry)**



## Area 24 - Gull Point

## Legend

— Micro Surface



**City of Lee's Summit  
Surface Seal 19/20 - Prj. No.324-19/20 (slurry)**



## Area 25 - Saddlebrook

## Legend

— Micro Surface

Surface Seal 19/20

Area	Street Name	From Street	To Street	Width	Lngh	CUL_ DE_ SAC	Micro Surface (sq yrd)	4" Solid White HighBuild	4" Broken White HighBuild	4" Solid Yellow HighBuild	6" Solid White Thermo	12" Solid Yellow Thermo	24" Solid White Thermo	Left Arrow Symbol Thermo	Right Arrow Symbol Thermo	2 Head Arrow Symbol Thermo	6" Thermo Removal	12" Thermo Removal	24" Thermo Reomval	Arrow Thermo Removal
1	NE TIMBER HILLS DR	NE LAKEWOOD WAY	NE HOLIDAY DR	30	412	0	1,373													
1	NE TIMBER HILLS DR	NE HOLIDAY DR	END OF STREET	24	1650	1	4,751													
1	NE SERENITY CIR	NE SERENITY LN	END OF STREET	24	201	1	887													
1	NE SERENITY LN	NE HOLIDAY DR	NE TIMBER HILLS DR	24	871	0	2,323													
1	NE HOLIDAY CT	NE LAKEWOOD WAY	NE HOLIDAY DR	36	243	0	972													
1	NE HOLIDAY CT	NE HOLIDAY DR	END OF STREET	24	123	1	679													
1	NE HOLIDAY DR	NE TIMBER HILLS DR	END OF STREET	24	271	1	1,073													
1	NE HOLIDAY DR	NE TIMBER HILLS DR	END OF STREET	24	1378	0	3,675													
							15,731													
2	NE ASH GROVE DR	NE ST ANDREWS CIR	END OF STREET	34	960	1	3,891													
2	NE ASH GROVE CT	END OF STREET	NE ASH GROVE DR	24	456	1	1,567													
2	NE ASH GROVE PL	NE ASH GROVE DR	END OF STREET	24	210	1	911													
							6,368													
3	NW CIMARRON ST	NW LAKE DR	NW SPRUCE ST	24	1215	0	3,240													
3	NW PONDEROSA ST	END OF STREET	NW CIMARRON ST	24	709	1	2,241													
3	NW PONDEROSA ST	NW CIMARRON ST	END OF STREET	24	390	1	1,391													
3	NW JUNIPER ST	END OF STREET	NW CIMARRON ST	24	406	1	1,433													
3	NW BIRCH ST	END OF STREET	NW CIMARRON ST	24	391	1	1,393													
3	NW BIRCH ST	NW CIMARRON ST	END OF STREET	24	285	1	1,111													
3	NW SPRUCE ST	END OF STREET	NW CIMARRON ST	24	190	1	857													
3	NW SPRUCE ST	NW CIMARRON ST	END OF STREET	24	210	1	911													
							12,576													
4	NE GRANT ST	NE WOODS CHAPEL RD	END OF STREET	24	1279	1	3,761													
							3,761													
5	NE INDEPENDENCE AVE	NE WOODS CHAPEL RD	NE SIENNA PL	56	209	0	1,300	100		45	290		50	2					12	2
5	NE INDEPENDENCE AVE	NE SIENNA PL	END OF STREET	32	518	0	1,842													
5	NE WENONGA PL	NE INDEPENDENCE AVE	NE TROON DR	24	387	0	1,032													
5	NE TROON DR	NE WOODS CHAPEL RD	NE SIENNA PL	24	231	1	967													
5	NE SIENNA PL	NE TROON DR	NE INDEPENDENCE AVE	24	647	0	1,725													
5	NE TROON DR	NE SIENNA PL	END OF STREET	24	502	1	1,689													
							8,555													
6	NE DEL LAGO CT	NE FAIRWAY HOMES DR	NE FAIRWAY HOMES DR	56	146	0	908													
6	NE DEL LAGO CT	NE DEL LAGO CT	NE DEL LAGO CT	24	451	1	1,553													
6	NE DEL LAGO CT	NE DEL LAGO CT	NE DEL LAGO CT	24	221	1	940													
6	NE DE LA MAR DR	NE FAIRWAY HOMES DR	END OF STREET	24	580	1	1,897													
6	NE DE LA MAR PL	NE DE LA MAR DR	END OF STREET	24	207	1	903													
6	NE DE LA MAR CIR	END OF STREET	NE DE LA MAR DR	24	160	1	777													
6	NE DE LA MAR CT	NE DE LA MAR DR	END OF STREET	24	214	1	921													
							7899													
7	NE JAMESTOWN DR	NE LAKEWOOD WAY	END OF STREET	32	2162	0	7,687													
7	NE JAMESTOWN CT	END OF STREET	NE JAMESTOWN DR	24	343	1	1,265													
7	NE WHISPERING WINDS DR	NE QUEENS CT	NE JAMESTOWN DR	24	211	1	913													
7	NE QUEENS CIR	NE WHISPERING WINDS DR	END OF STREET	24	362	1	1,316													
7	NE QUEENS CT	NE WHISPERING WINDS DR	END OF STREET	24	363	1	1,319													
7	NE WHISPERING WINDS DR	NE JAMESTOWN DR	END OF STREET	48	695	1	3,849													
7	NE WHISPERING WINDS CIR	NE WHISPERING WINDS DR	END OF STREET	24	180	1	831													
7	NE WHISPERING WINDS CT	NE WHISPERING WINDS CIR	END OF STREET	24	155	1	764													
7	NE KENWOOD DR	NE JAMESTOWN DR	END OF STREET	24	282	1	1,103													
7	NE KENWOOD CT	NE KENWOOD DR	END OF STREET	24	109	1	641													
7	NE KENWOOD DR	NE JAMESTOWN DR	NE BLUE JAY DR	24	2108	0	5,621													



Surface Seal 19/20

Area	Street Name	From Street	To Street	Width	Lngth	CUL_ DE_ SAC	Micro Surface (sq yrd)	4" Solid White HighBuild	4" Broken White HighBuild	4" Solid Yellow HighBuild	6" Solid White Thermo	12" Solid Yellow Thermo	24" Solid White Thermo	Left Arrow Symbol Thermo	Right Arrow Symbol Thermo	2 Head Arrow Symbol Thermo	6" Thermo Removal	12" Thermo Removal	24" Thermo Reomval	Arrow Thermo Removal
7	NE BLUE JAY CT	NE BLUE JAY DR	END OF STREET	24	197	1	876													
7	NE BLUE JAY CIR	END OF STREET	NE BLUE JAY DR	24	454	1	1,561													
7	NE BLUE JAY DR	NE KENWOOD DR	NE CARDINAL DR	24	1495	0	3,987													
7	NE KINGSTON DR	NE SKYVIEW DR	NE KENWOOD DR	24	1318	0	3,515													
7	NE WEBSTER DR	NE FRANKLIN DR	NE BLUE JAY DR	24	1251	0	3,336													
7	NE GOLDEN LN	NE KINGSTON DR	NE WEBSTER DR	24	287	0	765													
7	NE GOLDEN CT	NE WEBSTER DR	END OF STREET	24	223	1	945													
7	NE FRANKLIN DR	NE SKYVIEW DR	NE BLUE JAY DR	24	1092	0	2,912													
7	NE CARDINAL DR	NE BLUE JAY DR	NE SKYVIEW DR	24	1072	0	2,859													
7	NE CARDINAL CIR	NE CARDINAL DR	END OF STREET	24	331	1	1,233													
7	NE CARDINAL CT	NE CARDINAL DR	END OF STREET	24	298	1	1,145													
7	NE SKYVIEW CT	NE SKYVIEW DR	END OF STREET	32	304	1	1,362													
7	NE SKYVIEW DR	NE JAMESTOWN DR	NE DELTA SCHOOL RD	32	1801	0	6,404													
							56,208													
8	NE GEORGIAN DR	NE WOODS CHAPEL RD	NE DALTONS RIDGE DR	32	2143	0	7,620	50		240	60		28	1	1		60		28	2
8	NE GEORGIAN CIR	NE GEORGIAN DR	END OF STREET	24	112	1	649													
8	NE GEORGIAN CT	NE GEORGIAN DR	END OF STREET	24	206	1	900													
8	NE GEORGIAN PL	END OF STREET	NE GEORGIAN DR	32	316	1	1,405													
8	NE TARA DR	NE GEORGIAN DR	NE SUWANNEE DR	24	970	0	2,587													
8	NE TARA CT	NE TARA DR	END OF STREET	24	181	1	833													
8	NE SUWANNEE DR	NE TARA DR	NE PIEDMONT DR	24	1475	0	3,933													
8	NE PIEDMONT DR	NE GEORGIAN DR	END OF STREET	24	1230	0	3,280													
8	NE KENNESAW RDG	NE PIEDMONT DR	END OF STREET	24	325	1	1,217													
8	NE KENNESAW RDG	END OF STREET	NE PIEDMONT DR	24	570	1	1,871													
							24,294													
9	NE POLLARD ST	NE INDEPENDENCE AVE	END OF STREET	24	778	1	2,425													
9	NE BALBOA ST	NE CAMBRIDGE DR	NE POLLARD ST	24	353	0	941													
9	NE CAMBRIDGE DR	NE INDEPENDENCE AVE	END OF STREET	24	567	1	1,863													
							5,229													
10	NE WOODLAND SHORES DR	NE BLACKWELL PKWY	NE WOODLAND SHORES TER	52	654	0	3,779													
10	NE WOODLAND SHORES DR	NE WOODLAND SHORES TER	NE LAKE BREEZE DR	32	640	0	2,276													
10	NE WOODLAND SHORES PL	END OF STREET	NE WOODLAND SHORES DR	24	293	1	1,132													
10	NE WOODLAND SHORES TER	END OF STREET	NE WOODLAND SHORES DR	24	253	1	1,025													
10	NE WOODLAND SHORES WAY	END OF STREET	NE WOODLAND SHORES DR	24	353	1	1,292													
10	NE LAKE BREEZE DR	NE WOODLAND SHORES DR	NE LAKE BREEZE PT	24	1273	0	3,395													
10	NE LAKE BREEZE TER	END OF STREET	NE LAKE BREEZE DR	24	223	1	945													
10	NE LAKE BREEZE PT	NE LAKE BREEZE LN	END OF STREET	24	148	1	745													
10	NE LAKE BREEZE LN	NE LAKE BREEZE DR	NE LAKE BREEZE PT	24	1146	0	3,056													
10	NE WOODLAND SHORES DR	NE LAKE BREEZE DR	NE LAKE BLUFF CT	24	620	0	1,653													
10	NE WOODLAND SHORES DR	NE LAKE BLUFF CT	NE WOODLAND SHORES CT	28	603	0	1,876													
10	NE WOODLAND SHORES DR	NE WOODLAND SHORES CT	NE WOODLAND SHORES LN	24	787	0	2,099													
10	NE WOODLAND SHORES DR	NE WOODLAND SHORES LN	NE CONEFLOWER DR	32	426	0	1,515													
10	NE LAKE BLUFF CT	END OF STREET	NE WOODLAND SHORES DR	24	294	1	1,135													
10	NE BLUE HERON DR	NE BLUE HERON CT	END OF STREET	24	1065	1	3,191													
10	NE BLUE HERON CT	NE BLUE HERON DR	END OF STREET	28	281	1	1,190													
10	NE WOODLAND SHORES CT	NE WOODLAND SHORES DR	END OF STREET	24	497	1	1,676													
10	NE LASHBROOK CT	END OF STREET	NE LASHBROOK DR	24	525	1	1,751													
10	NE LASHBROOK DR	NE WOODLAND SHORES DR	END OF STREET	24	796	1	2,473													
10	NE WOODLAND SHORES LN	NE WOODLAND SHORES DR	NE LASHBROOK DR	24	846	0	2,256													
10	NE WOODLAND SHORES CIR	END OF STREET	NE WOODLAND SHORES LN	24	658	1	2,105													
							40,563													

Surface Seal 19/20

Area	Street Name	From Street	To Street	Width	Lngth	CUL_ DE_ SAC	Micro Surface (sq yrd)	4" Solid White HighBuild	4" Broken White HighBuild	4" Solid Yellow HighBuild	6" Solid White Thermo	12" Solid Yellow Thermo	24" Solid White Thermo	Left Arrow Symbol Thermo	Right Arrow Symbol Thermo	2 Head Arrow Symbol Thermo	6" Thermo Removal	12" Thermo Removal	24" Thermo Reomval	Arrow Thermo Removal
11	NE COUNTRY LN	NE TUDOR RD	NE ERNEST WAY	24	755	0	2,013													
11	NE ERNEST WAY	NE ISABEL JEAN CT	NE COUNTRY LN	24	844	0	2,251													
11	NE ISABEL JEAN CT	NE ERNEST WAY	NE COUNTRY LN	24	333	0	888													
11	NE LANTERN WAY	NE HORIZON DR	NE TODD GEORGE PKWY	24	214	0	571				Do not replasce cross-walk									
11	NE LANTERN WAY	NE STONEWOOD DR	NE TODD GEORGE PKWY	24	200	0	533													
11	NE STONEWOOD DR	NE WHITESTONE DR	NE PRESTON DR	24	879	0	2,344													
11	NE PRESTON DR	NE WHITESTONE DR	NE STONEWOOD DR	24	245	0	653													
11	NE WHITESTONE DR	NE STONEWOOD DR	NE PRESTON DR	24	669	0	1,784													
11	NE HORIZON DR	NE LANTERN WAY	END OF STREET	24	802	1	2,489													
11	NE HORIZON DR	END OF STREET	NE LANTERN WAY	24	102	1	623													
							14,149													
12	NE TODD GEORGE PKWY	NE TUDOR RD	250' N OF SCRUGGS RD	50	1014	0	5,633	1,990	2,200	2,350	1490	130	105	18			1490		105	18
12	NE TODD GEORGE PKWY	345' S OF SCRUGGS RD	NE BLUFF ST	56	189	0	1,176													
12	NE TODD GEORGE PKWY	NE BLUFF ST	NE CHIPMAN RD	50	1204	0	6,689													
12	NE TODD GEORGE PKWY	NE CHIPMAN RD	NE PATTERSON DR	60	754	0	5,027													
12	NE TODD GEORGE PKWY	NE PATTERSON DR	NE NINE OAKS DR	66	328	0	2,405													
12	NE TODD GEORGE PKWY	NE NINE OAKS DR	NE MCKEE LN	56	364	0	2,265													
12	NE NINE OAKS DR	END OF STREET	NE TODD GEORGE PKWY	24	690	1	2,191													
12	NE WOODVIEW CIR	END OF STREET	NE WOODVIEW LN	24	355	1	1,297													
12	NE WOODVIEW LN	NE TODD GEORGE PKWY	NE TODD GEORGE RD	24	797	0	2,125													
							28,808													
13	NE RICE RD	NE DEERBROOK ST	NE CHIPMAN RD	24	4130	0	11,013													
13	NE DEERBROOK ST	NE RICE RD	NE RIDGEVIEW DR	32	399	0	1,419			4,000	260		120	3					72	
							12,432													
14	SE 5TH ST	92 feet west of M 291 HWY	SE GREEN ST	26	2800	0	8,089	420		5,450	425	60	50	2	5	2	140	60		9
14	SIDE STREETS	SE 5TH ST	PVMT LINE	24	1405	0	3,747				240		50						50	
							11,836													
15	SE BROADWAY DR	SE OLDHAM PKWY	SE BROADWAY CIR	2473	36		9,892				146		49							
15	SE CENTURY DR	SE OLDHAM PKWY	SE HAMBLÉN RD	2127	36		8,508			150			19							
							18,400													
16	SW MISSION RD	SW MADISON ST	SW SCHERER RD	24	518	0	1,381													
16	SW MADISON ST	SW MISSION RD	SW SCHERER RD	24	445	0	1,187													
16	SW MADISON CIR	END OF STREET	SW MADISON ST	36	88	1	599													
16	SW HIGHLAND DR	SW SHELBY DR	SW SCHERER RD	24	629	0	1,677													
16	SW SHELBY DR	SW SCHERER RD	END OF STREET	24	1001	1	3,020													
16	SW SHELBY CT	SW SHELBY DR	END OF STREET	63	77	1	552													
							8,415													
17	SW HOKE ST	SW LONGVIEW RD	SW HOKE DR	24	177	0	472				80		12				80		12	
17	SW HOKE DR	SW HOKE ST	END OF STREET	24	325	1	1,217													
17	SW HOKE DR	END OF STREET	SW HOKE ST	24	399	1	1,415													
							3,104													
18	SW GOLDENROD DR	SW LONGVIEW RD	SW 9TH TER	32	575	0	2,044				150		35				150		35	
18	SW LILLY DR	SW GOLDENROD DR	SW FORESTPARK LN	24	1084	0	2,891													
18	SW LILLY DR	SW LILLY DR	END OF STREET	48	73	1	532													
18	SW LILLY DR	SW LILLY DR	END OF STREET	24	82	1	569													
18	SW CORINE CT	END OF STREET	SW LILLY DR	24	389	1	1,388													
18	SW LAUREN CT	END OF STREET	SW LILLY DR	24	469	1	1,601													
18	SW SARA CIR	END OF STREET	SW LILLY DR	24	339	1	1,255													
18	SW 9TH TER	SW GOLDENROD DR	SW BLAZING STAR DR	24	426	0	1,136													
18	SW BLAZING STAR DR	SW 9TH TER	SW 12TH ST	24	2415	0	6,440													
18	SW 9TH TER	SW BLAZING STAR DR	END OF STREET	24	711	1	2,247													



Surface Seal 19/20

Area	Street Name	From Street	To Street	Width	Lngh	CUL_ DE_ SAC	Micro Surface (sq yrd)	4" Solid White HighBuild	4" Broken White HighBuild	4" Solid Yellow HighBuild	6" Solid White Thermo	12" Solid Yellow Thermo	24" Solid White Thermo	Left Arrow Symbol Thermo	Right Arrow Symbol Thermo	2 Head Arrow Symbol Thermo	6" Thermo Removal	12" Thermo Removal	24" Thermo Reomval	Arrow Thermo Removal
18	SW 10TH ST	END OF STREET	SW BLAZING STAR DR	24	494	1	1,668													
18	SW 10TH ST	SW BLAZING STAR DR	END OF STREET	24	525	1	1,751													
18	SW 10TH TER	END OF STREET	SW BLAZING STAR DR	24	513	1	1,719													
18	SW 10TH CT	SW BLAZING STAR DR	END OF STREET	24	351	1	1,287													
18	SW 11TH ST	SW BLAZING STAR DR	SW GOLDENROD DR	24	843	0	2,248													
18	SW PRAIRIE STAR CIR	SW 11TH ST	END OF STREET	24	430	1	1,497													
18	SW 11TH ST	SW BLAZING STAR DR	SW LONGVIEW BLVD	24	230	0	613													
18	SW BLAZING STAR CT	SW BLAZING STAR DR	END OF STREET	24	234	1	975													
18	SW BLAZING STAR PL	END OF STREET	SW BLAZING STAR DR	24	523	1	1,745													
18	SW BLAZING STAR CIR	END OF STREET	SW BLAZING STAR DR	24	209	1	908													
18	SW 12TH ST	SW GOLDENROD DR	END OF STREET	24	1404	0	3,744													
18	SW SAMUEL LN	END OF STREET	SW 12TH ST	24	647	1	2,076													
18	SW 12TH CIR	END OF STREET	SW 12TH ST	24	207	1	903													
							41,234													
19	SW LONGVIEW BLVD	SW LONGVIEW RD	125' S of HEATHER DR	24	979	1	2,961				245		25	2	2		145		25	4
19	SW HEATHER DR	75' E of LONGVIEW BLVD	SW 11TH ST	32	754	1	2,962													
19	SW FIORD DR	SW ARGYL ST	END OF STREET	24	846	1	2,607													
19	SW ARGYL ST	SW 9TH TER	SW HEATHER DR	24	1111	1	3,313													
19	SW ARGYL CIR	SW ARGYL ST	END OF STREET	24	174	1	815													
19	SW 9TH TER	END OF STREET	SW ARGYL ST	24	318	1	1,199													
							13,856													
20	SW LOGOS DR	SW SAMPSON RD	END OF STREET	24	1852	1	5,289													
20	SW ANTIQUITY DR	SW 16TH ST	END OF STREET	24	1414	1	4,121													
20	SW 16TH ST	SW SAMPSON RD	SW CORINTH DR	24	808	1	2,505													
20	SW CORINTH DR	SW LOGOS DR	SW 16TH ST	24	518	0	1,381													
							13,297													
21	SW HARBOR CIR	SW REGATTA DR	SW 36TH ST	40	867	1	4,065													
21	SW HARBOR CIR	SW 36TH ST	SW WINDSONG DR	24	617	1	1,996													
21	SW 36TH ST	SW HARBOR CIR	SW DANA AVE	24	820	0	2,187													
21	SW DANA AVE	SW 36TH ST	SW 35TH ST	24	815	1	2,524													
21	SW 35TH ST	SW DANA AVE	SW WINDSONG DR	24	1264	0	3,371													
21	SW 35TH TER	SW 35TH ST	SW DANA AVE	24	1229	0	3,277													
							17,420													
22	SW LEMANS LN	SW WARD RD	SW REGATTA DR	32	1020	0	3,627													
22	SW BOARDWALK LN	SW M 150 HWY	SW LEMANS LN	24	297	0	792													
							4,419													
23	SW NAPA VALLEY DR	SW PRYOR RD	SW STONEY BROOK DR	32	1246	0	4,430													
23	SW NAPA VALLEY DR	SW STONEY BROOK DR	270' N of BLACKSTONE PL	24	1276	1	3,753													
23	SW BENZIGER DR	SW NAPA VALLEY DR	END OF STREET	24	988	1	2,985													
23	SW SAGE CANYON RD	SW BENZIGER DR	END OF STREET	24	298	1	1,145													
23	SW SAGE CANYON RD	END OF STREET	SW BENZIGER DR	24	143	0	381													
23	SW STONEY BROOK DR	SW NAPA VALLEY DR	150' S of NAPA VALLEY DR	32	153	1	825													
23	SW STONEY BROOK DR	SW NAPA VALLEY DR	END OF STREET	32	458	0	1,628													
23	SW KENDALL DR	SW NAPA VALLEY DR	END OF STREET	24	983	1	2,972													
							18,121													
24	SW GULL POINT DR	SW RAINTREE DR	SW RAINTREE DR	24	7831	0	20,883													
24	SW RAINTREE CIR	SW RAINTREE DR	END OF STREET	24	436	1	1,513													
24	SW RAINTREE CT	SW RAINTREE DR	END OF STREET	24	380	1	1,364													
24	SW GULL POINT CT	SW GULL POINT DR	END OF STREET	24	333	1	1,239													
							24,998													

Surface Seal 19/20

				Width	Lngh	CUL_ DE_ SAC	Micro Surface (sq yrd)	4" Solid White HighBuild	4" Broken White HighBuild	4" Solid Yellow HighBuild	6" Solid White Thermo	12" Solid Yellow Thermo	24" Solid White Thermo	Left Arrow Symbol Thermo	Right Arrow Symbol Thermo	2 Head Arrow Symbol Thermo	6" Thermo Removal	12" Thermo Removal	24" Thermo Reomval	Arrow Thermo Removal	
Area	Street Name	From Street	To Street																		
25	SE SADDLEBROOK DR	SE CANTER DR	SE DOC HENRY RD	32	1521	0	5,408														
25	SE TROTTER DR	SE SADDLEBROOK DR	SE FARRIER DR	24	1363	0	3,635														
25	SE LARIAT DR	SE SADDLEBROOK DR	SE FARRIER DR	24	1493	0	3,981														
25	SE FARRIER DR	SE TROTTER DR	END OF STREET	24	510	0	1,360														
							14,384														
							Est. Total S.Y. Qty.	426,056	2,560	2,200	12,235	3,386	190	543	28	8	2	2,065	60	339	35
								4" Solid White HighBuild	4" Broken White HighBuild	4" Solid Yellow HighBuild	6" Solid White Thermo	12" Solid Yellow Thermo	24" Solid White Thermo	Left Arrow Symbol Thermo	Right Arrow Symbol Thermo	2 Head Arrow Symbol Thermo	6" Thermo Removal	12" Thermo Removal	24" Thermo Reomval	Arrow Thermo Removal	



## Packet Information

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**File #: TMP-1207, Version: 2**

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An Ordinance approving Change Order #1 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, an increase of \$393,645.00 for a revised contract price of \$663,017.05 and an increase of 30 calendar days to reach substantial and final completion.

### Issue/Request:

An Ordinance approving Change Order #1 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, an increase of \$393,645.00 for a revised contract price of \$663,017.05 and an increase of 30 calendar days to reach substantial and final completion.

### Key Issues:

- While working on north end of the project, a large section of pipe was found to be partially collapsed. As a result, approximately 85 feet of twin 128" x 83" pipe needs be removed and replaced.
- To provide a better long term solution, it was determined to replace the two corrugated metal pipes with twin 12' x 9' reinforced box culverts.
- Since this project was designed, the flared end sections on the south end of the project were significantly damaged during high flow. As a result, approximately 18 feet of two 128" x 83" pipes and flared end sections must be removed and replaced.
- An additional 30 calendar days will be added to the contract to complete this work.

### Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order #1 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, an increase of \$393,645.00 for a revised contract price of \$663,017.05 and an increase of 30 calendar days to reach substantial and final completion.

### Background:

The scope of this project included the construction of a concrete flowline inside of two existing 128" x 83" corrugated metal pipes. In areas where the pipe flowline was significantly corroded, additional work was included to remove the deteriorated sections of pipe to stabilize the material under the pipe. While working on the north end of the project, a large section of pipe was found to be partially collapsed. As a result, 85 feet of twin 128" x 83" pipe needs be removed and replaced. Should the remainder of these pipes ever need to be completely removed and replaced in the future, they would be replaced with a concrete box structure and not corrugated metal pipes. As a result, it was determined to replace the two corrugated metal pipes with twin 12' x 9' reinforced box culverts that would match the typical section of

any future replacement project.

Since this project was designed, the flared end sections on the south end of the project were significantly damaged during high flow. As a result, 18 feet of two 128" x 83" pipes and flared end sections must be removed and replaced. The location of this repair is very confined and will require all excavated material to be loaded directly onto trucks and hauled off. This confined area has had an impact on the cost of this repair.

The costs submitted by the Contractor to make these repairs has been evaluated by city staff as well as the city's consulting engineer. All costs are within the range we would expect given the nature of the work and the project location.

Impact/Analysis:

If the repairs are not made, the failing material in the culvert would provide a path for sinkholes to develop, which would most likely cause the failure and closure of Langsford Road. These repairs should prevent future emergency-type culvert replacement.

Timeline:

Start: Construction has been underway since October of 2018

Finish: July, 2019

Other Information/Unique Characteristics:

[Enter text here]

Michael Anderson, Construction Manager

Recommendation: Staff recommends approval.

Committee Recommendation:



## **BILL NO. 19-**

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AN ORDINANCE APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH LEAVENWORTH EXCAVATING AND EQUIPMENT COMPANY, INC. FOR THE LANGSFORD RD CULVERT REPAIR PROJECT, AN INCREASE OF \$393,645.00 FOR A REVISED CONTRACT PRICE OF \$663,017.05 AND AN INCREASE OF 30 CALENDAR DAYS TO REACH SUBSTANTIAL AND FINAL COMPLETION.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, being undertaken by the City's Public Works Department; and,

WHEREAS, a large section of pipe was found to be partially collapsed, resulting in 85 feet of twin 128" x 83" pipes being replaced; and,

WHEREAS, it was determined to replace the two corrugated metal pipes with twin 12' x 9' reinforced box culverts; and,

WHEREAS, the flared end sections on the south end of the project were significantly damaged during high flow, resulting in the replacement of 18 feet of two 128" x 83" pipes and flared end sections being removed and replaced; and,

WHEREAS, an additional 30 calendar days will be added to the contract to complete this work.

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 Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, an increase of \$393,645.00 for a revised contract price of \$663,017.05 and an increase of 30 calendar days to reach substantial and final completion, a true and accurate copy attached hereto as Change Order No. 1 and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

ATTEST:

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

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

**BILL NO. 19-**

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

ATTEST:

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

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

APPROVED AS TO FORM:

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





# Lee's Summit

## Change Order Details

### Langsford Culvert 420322-C

<b>Description</b>	<p>Cleaning and removal of the existing damaged portion of two (2) corrugated metal pipe arch culverts and construction of a 4" thick reinforced concrete swale with curbs along the bottom of the pipes. Construction of head and toe walls on the upstream portion of the pipes and a toe wall on the downstream portion of the pipe are also included. Minor grading operations, erosion control measures, demolition, and riprap placement are also included in the project requirements.</p> <p>PO # 122058</p> <p>Vendor # 2728</p> <p>NOTE: Appia Notice to Proceed date represents the contract notice of award. Appia Construction Start Date represents the project Notice to Proceed as defined in the contract.</p>
<b>Prime Contractor</b>	<p>LEXECO</p> <p>5037 South 4th</p> <p>Leavenworth, KS 66048</p>
<b>Change Order</b>	<p>1</p>
<b>Status</b>	<p>Pending</p>
<b>Date Created</b>	<p>04/03/2019</p>
<b>Type</b>	<p>City Council Approval</p>
<b>Summary</b>	<p>Reconstruction of the inlet (south side) and outlet (north side) ends of the double corrugated metal pipes as a result of changed site conditions.</p>
<b>Change Order Description</b>	<p><b>Reasons for Change:</b></p> <p><b>North Side</b></p> <p>Remove approximately 85' of two existing 128" x 83" corrugated metal pipes, CMP and replace with twin 12' x 9' reinforced box culverts. This work will include the relocation of one sanitary sewer cleanout and reconstruction of the Hy-Vee Gas entrance as indicated on the plans. The work must be staged to allow one way access into the Hy-Vee gas station. The Change Order items associated with this work represent complete</p>

and final settlement for all materials, labor and equipment necessary to complete the work as described.

**South Side**

Remove and replace 19' of 128" x 83" CMP and 16' of 128" x 83" CMP and replace with new CMP. Flared end sections will be created by cutting the newly placed pipe in the field. New toe wall will be provided as indicated on the plans. The Change Order items associated with this work represent complete and final settlement for all materials, labor and equipment necessary to complete the work as described.

<b>Awarded Project Amount</b>	\$269,372.05
<b>Authorized Project Amount</b>	\$269,372.05
<b>Change Order Amount</b>	\$393,645.00
<b>Revised Project Amount</b>	\$663,017.05

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Langsford Culvert									
0005	5	LS	\$10,100.000	1.000	\$10,100.00	0.000	-\$10,100.00	1.000	\$0.00
WEST CULVERT REPAIR & TOE WALL UPSTREAM SOUTH END MODOT									
1 item			Totals		\$10,100.00		-\$10,100.00		\$0.00

**New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Langsford Culvert					



Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0260	12C	EA	1.000	\$14,400.000	\$14,400.00
EXCAVATE OLD PIPE					
<b>Reason:</b> Work associated with the inlet reconstruction (south end)					
0270	13C	LF	16.000	\$500.000	\$8,000.00
LAY 128" X 83" CMP (FES) (SET 16' PIPE)					
<b>Reason:</b> Work associated with the inlet reconstruction (south end)					
0280	14C	LF	19.000	\$480.000	\$9,120.00
LAY 128" X 83" CMP (FES) (SET 19' PIPE)					
<b>Reason:</b> Work associated with the inlet reconstruction (south end)					
0290	15C	EA	2.000	\$5,700.000	\$11,400.00
POUR COLLAR TO CONNECT NEW PIPE TO EXISTING PIPE					
<b>Reason:</b> Work associated with the inlet reconstruction (south end)					
0300	16C	EA	2.000	\$1,140.000	\$2,280.00
CUT PIPE IN FIELD TO MAKE END SECTION					
<b>Reason:</b> Work associated with the inlet reconstruction (south end)					
0310	17C	EA	1.000	\$14,300.000	\$14,300.00
BACKFILL PIPE					
<b>Reason:</b> Work associated with the inlet reconstruction (south end)					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0320	18C	EA	1.000	\$6,500.000	\$6,500.00
TOE WALL AND END OF PIPE					
<b>Reason:</b> Work associated with the inlet reconstruction (south end)					
0330	19C	EA	1.000	\$5,400.000	\$5,400.00
CLEARING (REMOVE BIG TREE SOUTHEAST CORNER)					
<b>Reason:</b> Work associated with the inlet reconstruction (south end)					
0340	20C	EA	1.000	\$7,600.000	\$7,600.00
MOBILIZATION - SOUTH END					
<b>Reason:</b> Work associated with the inlet reconstruction (south end)					
0350	21C	EA	1.000	\$20,800.000	\$20,800.00
MOBILIZATION - NORTH END					
<b>Reason:</b> Work associated with the outlet reconstruction (north end)					
0360	22C	EA	1.000	\$1,650.000	\$1,650.00
CONSTRUCTION STAKING					
<b>Reason:</b> Work associated with the outlet reconstruction (north end)					
0370	23C	EA	1.000	\$21,800.000	\$21,800.00
REMOVALS/CLEARING					
<b>Reason:</b> Work associated with the outlet reconstruction (north end)					



Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0380	24C	EA	1.000	\$5,300.000	\$5,300.00
TEMPORARY BARRIER					
<b>Reason:</b> Work associated with the outlet reconstruction (north end)					
0390	25C	EA	1.000	\$195,000.000	\$195,000.00
RCB EXTENSION					
<b>Reason:</b> Work associated with the outlet reconstruction (north end)					
0400	26C	EA	1.000	\$31,670.000	\$31,670.00
8" CONCRETE PAVEMENT					
<b>Reason:</b> Work associated with the outlet reconstruction (north end)					
0410	27C	EA	1.000	\$9,065.000	\$9,065.00
CG-1 CURB & GUTTER					
<b>Reason:</b> Work associated with the outlet reconstruction (north end)					
0420	28C	EA	1.000	\$5,150.000	\$5,150.00
TRAFFIC CONTROL					
<b>Reason:</b> Work associated with the outlet reconstruction (north end)					
0430	29C	EA	1.000	\$20,000.000	\$20,000.00
SEWER CLEANOUT RELOCATION					
<b>Reason:</b> Because of the uncertainty associated with this item, the final cost will be based on time and materials required to actually complete the work. The estimated cost shown is					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
assuming the absolute worst case scenario.					
0440	30C	EA	1.000	\$2,450.000	\$2,450.00
EROSION CONTROL					
<b>Reason:</b> Work associated with the outlet reconstruction (north end)					
0450	31C	EA	1.000	\$11,860.000	\$11,860.00
SOD					
<b>Reason:</b> Work associated with the outlet reconstruction (north end)					
20 items					Total: \$403,745.00

New Time Limits

Type	Pending Deadline	Pending Cost per Day
Calendar Days <b>(Primary)</b> Substantial Completion	45.0 Calendar Days	\$1,100.00
Calendar Days <b>(Primary)</b> Final Completion	59.0 Calendar Days	\$1,100.00
2 time limits		



# Doc Express Document Signing History

Contract: Langsford Road Culvert Repair Document: CO 1

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

Date	Signed By
04/10/2019	Matt Kaaz Leavenworth Excavating & Equipment Co., Inc Electronic Signature (Approved by Contractor)
	(Approved by Construction Manager)
	(Approved by City Engineer)
	(Approved by Director of PW)
	(Approved as to Form, Office of the City Attorney)
	(Approved by City Manager)
	(Attested by the City Clerk)

## Packet Information

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**File #:** TMP-1208, **Version:** 1

---

An Ordinance awarding Bid No. 43431683-C, for the Water Main Replacement FY19 - Harris Road to J & N Utilities, Inc., in the amount of \$387,800.80 and authorizing the City Manager to execute an agreement for the same.

### Key Issues:

The water mains included in this project will replace existing 3-inch lines with 12-inch lines. The primary purpose of the project is to strengthen the system.

In total, there are approximately 4,100 feet of existing water mains that will be replaced.

### Proposed Committee Motion:

I move to recommend to City Council approval of an ordinance awarding Bid No. 43431683-C, for the Water Main Replacement FY19 - Harris Road to J & N Utilities, Inc., in the amount of \$387,800.80 and authorizing the City Manager to execute an agreement for the same.

### Background:

Water Main Replacement FY19 - Harris Road entails performing work in the following areas: Harris Road from Haines Road to Herring Road.

The total project budget is \$504,000.00 funded from the Water Construction, Water Tap, and District 14 Funds. J & N Utilities, Inc.'s bid is less than the engineer's estimate of \$491,210.73. Based on review by City staff, it is our recommendation to award the construction contract for the Water Main Replacement - FY19 project to J & N Utilities, Inc.

### Other Information/Unique Characteristics:

Public Works Engineering issued Bid No. 43431683-C on March 14, 2019. 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 March 25, 2019. Six (6) responsive bids were received by the April 5, 2019 bid opening date. J & N Utilities, 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 J & N Utilities, Inc., in the amount of \$387,800.80.

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



Recommendation:

Staff recommends approval of an Ordinance awarding Bid No. 43431683-C, for the Water Main Replacement FY19 - Harris Road to J & N Utilities, Inc., in the amount of \$387,800.80 and authorizing the City Manager to execute an agreement for the same.

Committee Recommendation:

**BILL NO.**

**ORDINANCE NO.**

---

AN ORDINANCE AWARDING BID NO. 43431683-C, FOR THE WATER MAIN REPLACEMENT FY19 – HARRIS ROAD TO J & N UTILITIES, INC., IN THE AMOUNT OF \$387,800.80 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, approximately 4,100 feet of existing water mains are planned to be replaced and upsized, pursuant to this project; and

WHEREAS, Public Works Engineering issued Bid No. 43431683-C on March 14, 2019; and,

WHEREAS, J & N Utilities, 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. 43431683-C to J & N Utilities, Inc., in the amount of \$387,800.80.

SECTION 2. That the agreement between the City of Lee's Summit, Missouri and J & N Utilities, Inc. for the services contained in bid no. 43431683-C in an amount of \$387,800.80 is hereby approved. 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 the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 4. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

---

Mayor *William A. Baird*

ATTEST:

---

City Clerk, *Trisha Fowler Arcuri*



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

---

Mayor *William A. Baird*

ATTEST:

---

City Clerk, *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

---

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

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

And

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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

THIS AGREEMENT is by and between \_\_\_\_\_ City of Lee's Summit, Missouri \_\_\_\_\_ ("Owner") and  
\_\_\_\_\_ J & N Utilities, 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 4,100 feet of water main, hydrants, valves, fittings, service lines, service connections, connections to existing water mains, surface restoration including all materials, labor, equipment, testing, supervision, and any and all other items necessary to complete the work.

**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. 43431683-C Harris Road Water Main Replacement

**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 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and



completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration 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. 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	\$7,500.00	\$7,500.00
2	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
3	Demolition and Removal	LS	1	\$9,500.00	\$9,500.00
4	Water Line Pipe – 6" PVC	LF	28	\$200.00	\$5,600.00
5	Water Line Pipe – 8" PVC	LF	36	\$200.00	\$7,200.00
6	Water Line Pipe – 12" PVC	LF	3,807	\$58.25	\$221,757.75
7	Water Service Line – ¾" Copper	LF	5	\$20.00	\$100.00
8	Water Line – Temporary Service	LF	4,127	\$4.90	\$20,222.30
9	Lowering Water Main – 12" PVC	LF	320	\$12.00	\$3,840.00
10	Water Service – Re-Connections (All Sizes)	EA	15	\$600.00	\$9,000.00
11	Water Meter Well	EA	1	\$800.00	\$800.00
12	Water Meter Relocation – Reuse Existing Meter	EA	1	\$1,200.00	\$1,200.00
13	Water Line Valve – 8" Gate	EA	1	\$1,400.00	\$1,400.00

14	Water Line Valve – 12” Butterfly	EA	5	\$2,550.00	\$12,750.00
15	Fire Hydrant Assembly (with New Hydrant)	EA	7	\$3,400.00	\$23,800.00
16	Pavement Repair	SY	91	\$40.00	\$3,640.00
17	Driveways – Gravel Residential	SY	33	\$25.00	\$825.00
18	Driveways – Asphalt Residential	SY	27	\$35.00	\$945.00
19	Remove and Reinstall Fence	LF	1,330	\$19.50	\$25,935.00
20	Hydroseed	LF	4,127	\$2.25	\$9,285.75
21	Erosion Control	LS	1	\$6,000.00	\$6,000.00
22	Traffic Control	LS	1	\$6,500.00	\$6,500.00
Total of all Bid Prices					\$387,800.80

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 monthly Payment Applications ~~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 8, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - a. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 5. General Conditions (pages 1 to 66, inclusive).
  - 6. Supplementary Conditions (pages 1 to 5, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of 15 sheets with each sheet bearing the following general title: Harris Road Water Main Replacement from Haines Rd to Herring Rd.
9. Addenda (numbers 1 to 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

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

### **10.02 Assignment of Contract**

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

### **10.03 Successors and Assigns**

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



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

#### 10.04 *Severability*

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

#### 10.05 *Contractor's Certifications*

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

#### 10.06 *Other Provisions*

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

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

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

OWNER:

City of Lee's Summit, Missouri

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

Title: City Manager

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

Title: Assistant City Attorney

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

J & N Utilities, Inc.

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

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

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

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

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

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

(Where applicable)

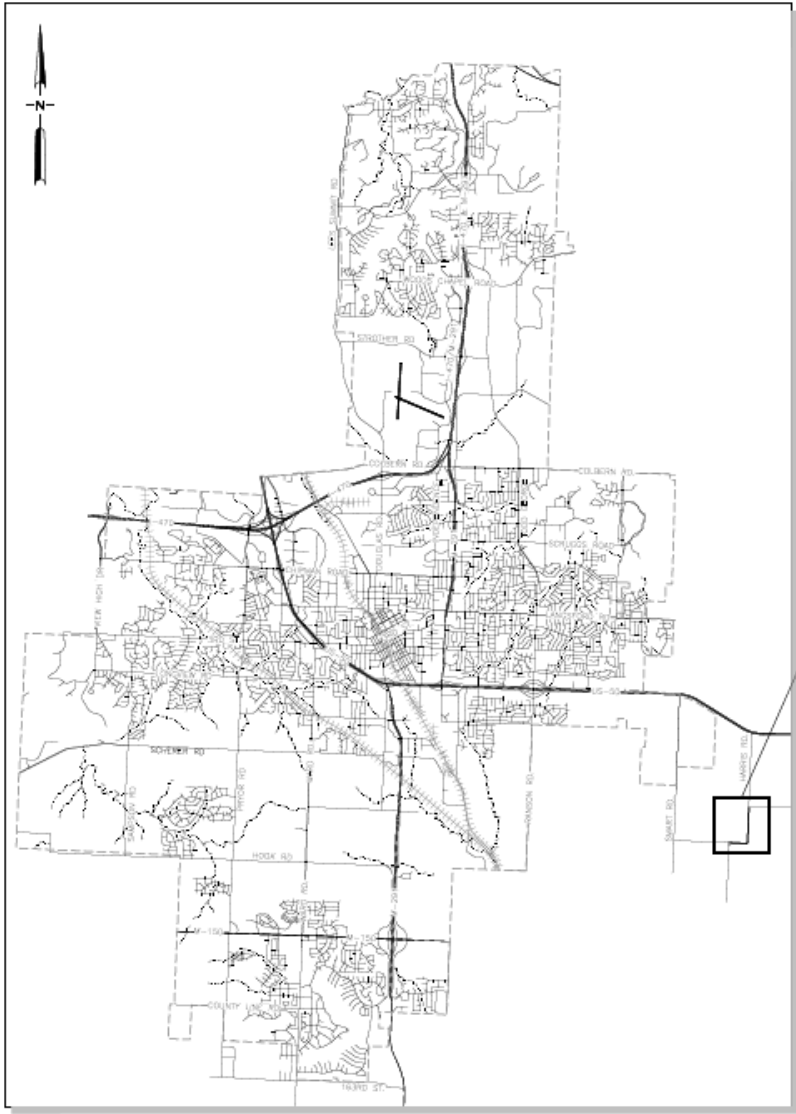
Agent for service of process:

\_\_\_\_\_

Water Main Replacement FY19 (Harris Rd.) (#6111903)  
Owner: Lee's Summit MO, City of  
Solicitor: Lee's Summit MO, City of  
04/05/2019 02:00 PM CDT

Item Description	U of M	Quantity	Engineer Estimate		J & N Utilities, Inc.		Kissick Construction Company,		Blue Nile Contractors Inc		Redford Construction Inc.		Beemer Construction Co.		Pyramid Excavation	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1 MOBILIZATION	LS	1	\$20,135.36	\$20,135.36	\$7,500.00	\$7,500.00	\$5,650.00	\$5,650.00	\$24,475.99	\$24,475.99	\$20,000.00	\$20,000.00	\$23,539.00	\$23,539.00	\$59,999.25	\$59,999.25
2 CLEARING AND GRUBBING	LS	1	\$17,297.55	\$17,297.55	\$10,000.00	\$10,000.00	\$29,080.00	\$29,080.00	\$84,286.30	\$84,286.30	\$20,000.00	\$20,000.00	\$43,309.00	\$43,309.00	\$5,000.00	\$5,000.00
3 DEMOLITION AND REMOVAL	LS	1	\$15,135.36	\$15,135.36	\$9,500.00	\$9,500.00	\$9,228.00	\$9,228.00	\$872.35	\$872.35	\$5,000.00	\$5,000.00	\$15,035.00	\$15,035.00	\$2,500.00	\$2,500.00
4 WATER LINE PIPE - 6" PVC	Ln Ft	28	\$121.00	\$3,388.00	\$200.00	\$5,600.00	\$58.00	\$1,624.00	\$86.19	\$2,413.32	\$50.00	\$1,400.00	\$34.00	\$952.00	\$170.00	\$4,760.00
5 WATER LINE PIPE - 8" PVC	Ln Ft	36	\$104.00	\$3,744.00	\$200.00	\$7,200.00	\$58.00	\$2,088.00	\$60.03	\$2,161.08	\$55.00	\$1,980.00	\$45.00	\$1,620.00	\$140.00	\$5,040.00
6 WATER LINE PIPE - 12" PVC	Ln Ft	3807	\$54.00	\$205,578.00	\$58.25	\$221,757.75	\$54.75	\$208,433.25	\$40.01	\$152,318.07	\$75.00	\$285,525.00	\$66.00	\$251,262.00	\$75.00	\$285,525.00
7 WATER SERVICE LINE - 3/4" COPPER	Ln Ft	5	\$35.00	\$175.00	\$20.00	\$100.00	\$104.00	\$520.00	\$33.91	\$169.55	\$50.00	\$250.00	\$32.00	\$160.00	\$1,100.00	\$5,500.00
8 TEMPORARY WATER LINE	Ln Ft	4127	\$14.00	\$57,778.00	\$4.90	\$20,222.30	\$13.10	\$54,063.70	\$5.24	\$21,625.48	\$1.00	\$4,127.00	\$9.00	\$37,143.00	\$2.00	\$8,254.00
9 LOWERING WATER MAIN - 12" PVC	Ln Ft	320	\$94.50	\$30,240.00	\$12.00	\$3,840.00	\$49.00	\$15,680.00	\$51.87	\$16,598.40	\$100.00	\$32,000.00	\$85.00	\$27,200.00	\$85.00	\$27,200.00
10 WATER SERVICE - RE-CONNECTIONS (ALL SIZES)	Ea	15	\$750.00	\$11,250.00	\$600.00	\$9,000.00	\$1,201.00	\$18,015.00	\$790.56	\$11,858.40	\$500.00	\$7,500.00	\$750.00	\$11,250.00	\$1,200.00	\$18,000.00
11 WATER METER WELL	Ea	1	\$639.71	\$639.71	\$800.00	\$800.00	\$916.00	\$916.00	\$327.13	\$327.13	\$700.00	\$700.00	\$325.00	\$325.00	\$750.00	\$750.00
12 WATER METER RELOCATION WITH REUSE OF EXISTING WATER METER	Ea	1	\$1,156.86	\$1,156.86	\$1,200.00	\$1,200.00	\$700.00	\$700.00	\$54.52	\$54.52	\$600.00	\$600.00	\$525.00	\$525.00	\$1,200.00	\$1,200.00
13 WATER LINE VALVE - 8" GATE	Ea	1	\$1,273.67	\$1,273.67	\$1,400.00	\$1,400.00	\$1,535.00	\$1,535.00	\$1,238.73	\$1,238.73	\$1,500.00	\$1,500.00	\$1,125.00	\$1,125.00	\$1,300.00	\$1,300.00
14 WATER LINE VALVE - 12" BUTTERFLY	Ea	5	\$2,456.79	\$12,283.95	\$2,550.00	\$12,750.00	\$2,715.00	\$13,575.00	\$2,321.53	\$11,607.65	\$2,200.00	\$11,000.00	\$1,850.00	\$9,250.00	\$2,300.00	\$11,500.00
15 FIRE HYDRANT ASSEMBLY (WITH NEW HYDRANT)	Ea	7	\$4,028.89	\$28,202.23	\$3,400.00	\$23,800.00	\$4,372.00	\$30,604.00	\$4,305.22	\$30,136.54	\$5,000.00	\$35,000.00	\$3,700.00	\$25,900.00	\$4,500.00	\$31,500.00
16 PAVEMENT REPAIR	Sq Yd	91	\$132.27	\$12,036.57	\$40.00	\$3,640.00	\$95.14	\$8,657.74	\$76.60	\$6,970.60	\$100.00	\$9,100.00	\$12.00	\$1,092.00	\$125.00	\$11,375.00
17 DRIVEWAYS - GRAVEL RESIDENTIAL	Sq Yd	33	\$12.35	\$407.55	\$25.00	\$825.00	\$23.61	\$779.13	\$40.81	\$1,346.73	\$15.00	\$495.00	\$3.00	\$99.00	\$12.00	\$396.00
18 DRIVEWAYS - ASPHALT RESIDENTIAL	Sq Yd	27	\$40.00	\$1,080.00	\$35.00	\$945.00	\$56.84	\$1,534.68	\$9.81	\$264.87	\$100.00	\$2,700.00	\$10.00	\$270.00	\$50.00	\$1,350.00
19 REMOVE AND REINSTALL FENCE	Ln Ft	1330	\$18.00	\$23,940.00	\$19.50	\$25,935.00	\$5.50	\$7,315.00	\$26.17	\$34,806.10	\$20.00	\$26,600.00	\$12.00	\$15,960.00	\$15.00	\$19,950.00
20 HYDROSEED	Ln Ft	4127	\$4.00	\$16,508.00	\$2.25	\$9,285.75	\$1.24	\$5,117.48	\$7.93	\$32,727.11	\$2.50	\$10,317.50	\$3.00	\$12,381.00	\$1.25	\$5,158.75
21 EROSION CONTROL	LS	1	\$12,871.52	\$12,871.52	\$6,000.00	\$6,000.00	\$4,409.00	\$4,409.00	\$4,906.95	\$4,906.95	\$8,000.00	\$8,000.00	\$9,350.00	\$9,350.00	\$1,500.00	\$1,500.00
22 TRAFFIC CONTROL	LS	1	\$16,089.40	\$16,089.40	\$6,500.00	\$6,500.00	\$12,556.00	\$12,556.00	\$8,723.47	\$8,723.47	\$7,000.00	\$7,000.00	\$8,250.00	\$8,250.00	\$6,500.00	\$6,500.00
Base Bid Total:			\$491,210.73		\$387,800.80		\$432,080.98		\$449,889.34		\$490,794.50		\$495,997.00		\$514,258.00	





**CITY MAP**



**PROJECT LOCATION**  
SE HARRIS RD

## Packet Information

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**File #:** TMP-1210, **Version:** 1

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An Ordinance approving Change Order No. 1 to the contract with Industrial Salvage and Wrecking Company, Inc. for the 3<sup>rd</sup> Street Demolition Services, an increase of \$6,420.00 for a revised contract price of \$54,820 and authorizing the City Manager to enter into an agreement for the same.

### Issue/Request:

An Ordinance approving Change Order No. 1 to the contract with Industrial Salvage and Wrecking Company, Inc. for the 3<sup>rd</sup> Street Demolition Services, an increase of \$6,420.00 for a revised contract price of \$54,820 and authorizing the City Manager to enter into an agreement for the same.

### Key Issues:

- The SW 3rd Street project, from Pryor Rd to Murray Rd, was authorized by Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP).
- Right of way acquisition began following the second public project meeting in October 2018
- 3 properties required total buyout, which has been completed
- The structures on those properties owned by the City must be demolished
- The base demolition contract did not include asbestos abatement and removal

### Proposed Committee Motion:

I move to recommend to City Council for approval of an Ordinance approving Change Order No. 1 to the contract with Industrial Salvage and Wrecking Company, Inc. for the 3<sup>rd</sup> Street Demolition Services, an increase of \$6,420.00 for a revised contract price of \$54,820 and authorizing the City Manager to enter into an agreement for the same.

### Background:

The project will improve safety and capacity of this major arterial corridor. The improvements are recommended in the Thoroughfare Master Plan to address existing and long term operational demand. These improvements were recommended by City Council with remaining funds from the 2007 CIP Sales Tax. The project was included in the adopted CIP, 2017-2022.

Design work began in April of 2017. Right of way acquisition began after the right of way plans were presented to the public at an October 4, 2018 public meeting. As part of the acquisition, the City bought out 3 properties because the roadway projects made them unusable in their current configuration. Using the relocation assistance provided by the City, the resident of those 3 properties moved, thus vacating those

properties.

In order to comply with local property maintenance codes, the three vacant structures had to be demolished. City Staff acquired quotes to demolish the three homes. The base contract was \$48,400, and that contract did not include abatement and removal of hazardous materials.

Hazardous material testing found asbestos materials in properties at 1600 and 1808 SW 3rd Street. The Contractor proposed change order costs for the asbestos removal for an increase of \$6,420.00. The change order increase results in a total contract value of \$54,820.00. In accordance with section 6 of the Procurement Policy, changes resulting in a total contract amount of \$50,000 or more must be approved by the City Council.

The costs submitted by the Contractor to make these repairs has been evaluated by city staff. All costs are within the range we would expect given the nature of the work and the project location.

Impact/Analysis:

Approval of the Change Order will expedite the demolition and removal of the vacant properties in a cost effective manner.

Timeline:

Start:

Finish: June 2019

Other Information/Unique Characteristics:

Following the informal bid process outlined in Sections 4.2 and 7.2 of the City's Procurement Policy, 8 vendors were contacted; 3 vendors responded; Industrial Salvage & Wrecking Company was the lowest and best bid, in the amount of \$48,400. Since the amount was less than \$50,000, the contract was approved administratively in accordance with Section 4.2.3.

George Binger, Deputy Director of Public Works / City Engineer

Recommendation: Staff recommends approval.

Committee Recommendation:



## **BILL NO. 19-**

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AN ORDINANCE APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH INDUSTRIAL SALVAGE AND WRECKING COMPANY, INC. FOR THE 3RD STREET DEMOLITION SERVICES, AN INCREASE OF \$6,420.00 FOR A REVISED CONTRACT PRICE OF \$54,820 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Industrial Salvage and Wrecking Company, Inc. for the demolition of three structures acquired by the City; and,

WHEREAS, the structures were acquired by the City after total buyouts of three residential properties necessary to accommodate the construction of the 3<sup>rd</sup> Street Improvement Project from Pryor Road to Murray Road; and,

WHEREAS, hazardous material testing identified asbestos in two of the structures. Before demolition can proceed, the asbestos must be removed and such work must be added to the contract by changer order; and,

WHEREAS, because the cost of the change order will cause the contract to exceed \$50,000.00, City Council must approve the change order before it can be executed.

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

SECTION 1. The Change Order No. 1 to the contract between the City of Lee's Summit, Missouri and the contract with Industrial Salvage and Wrecking Company, Inc. for the 3rd Street Demolition Services, an increase of \$6,420.00 for a revised contract price of \$54,820, a true and accurate copy attached as Change Order No. 1 and incorporated by reference as if fully set forth herein, is hereby approved, and the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

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

ATTEST:

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

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

**BILL NO. 19-**

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

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian Head*

**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DIVISION

220 S.E. GREEN STREET  
LEE'S SUMMIT, MO 64063  
Phone: 816-969-1087 Fax: 816-969-1081  
DeeDee Tschirhart, CPPB  
[deedee.tschirhart@cityofls.net](mailto:deedee.tschirhart@cityofls.net)

**INVITATION FOR INFORMAL BID NUMBER 2019-042**

The City of Lee's Summit will accept bids via e-mail, fax or U.S. Mail from qualified persons or firms interested in providing the following:

**DEMOLITION SERVICES**  
**IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE SUBMITTED PRIOR TO THE OPENING DATE OF**  
**JANUARY 11, 2019 AT 3:00 PM LOCAL TIME**


This informal solicitation does not require; advertisement, a formal sealed submittal or public opening.

The cutoff date for any questions for this bid is January 7, 2019 at Noon, Local Time.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

**Respondent is REQUIRED to complete, sign and return this form with their submittal.**

**NOTE:** All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.

Industrial Salvage & Wrecking Co, Inc.	Chuck Cacioppo Jr.
Company Name	Authorized Person (Print)
3570 Gardner Ave	
Address	Signature
Kanas City, Mo 64120	President
City/State/Zip	Title
816-241-5900	01/08/2019
Telephone #	43-1396958
816-241-5903	Date
Fax #	Tax ID #
chuckjr@indwreck.com	LLC
E-mail	Entity Type
	00264785
	Missouri Charter Number or Exemption Number

If submitting a "no bid" please provide a brief explanation below for the reason why and return this page:

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covered transactions by any government agency, nor is Bidder an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

- 2.5.2 Bidder has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 2.5.3 Bidder is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 2.5.4 Bidder has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

**2.6 Basis for Award:** Award consideration will be based on:

- 2.6.1 Price: Lowest and best price deemed to be most advantageous and the best value to the City.
- 2.6.2 References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references. To be considered for award, bidder shall have been in business for a minimum of five (5) years. See enclosed List of References and Experience Form.
- 2.6.3 Complete Bid Submittal: All bid submittals shall be completed in full on the documents provided.

**2.7 Award:** A Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, deemed to be most advantageous (lowest price and best value) to the City.

**2.8** All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult:

<https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

**3.0 SPECIFICATIONS:**

- Provide all labor, materials and equipment to demolish buildings.
- Demolition-to include removal of footings, foundation and driveway
- Obtain all permits required by the governing authority for the demolition
- Complete removal of all debris to a legal landfill
- Abandon water and sewer according to the city specifications (See attached Exhibit "A" for specifications)
- Lot leveled, seeded and strawed
- Removal of all trees on all 3 properties except the for 4 trees located along the road on 1600 SW 3<sup>rd</sup> Street
- Price is based off of Wage order #25 Incremental Increase #1 Effective June 8, 2018
- Leave fence in place where attached to adjacent property owners fence on all properties. Leave the white vinyl fence in place on the west side of 216 SW Yost.
- Leave sidewalk in place at 3<sup>rd</sup> and Murray

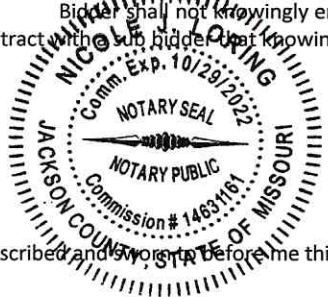
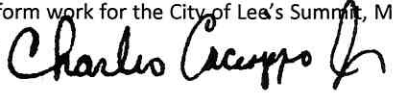
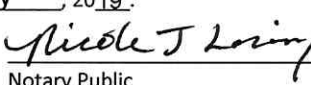
**4.0 PRICING:** Pricing shall include all labor, materials and equipment to demolish the locations below.

LOCATION	
1600 SW 3 <sup>rd</sup> Street	\$ 15,800.00
216 SW Yost	\$ 14,800.00
108 SW 3 <sup>rd</sup> Street	\$ 17,800.00
<b>GRAND TOTAL</b>	<b>\$ 48,400.00</b>
City standard payment terms are Net 30 after receipt of invoice. State any discounts offered.	
None	
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.12?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If you answered "No" to the question posed in paragraph 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.12?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

**5.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:** Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

<b>CITY OF LEE'S SUMMIT, MISSOURI</b> <b>WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo</b> <b>(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)</b> <b>Effective 1/1/2009</b>	
County of <u>Jackson</u> ) State of <u>Missouri</u> )	) ss.
<p>My name is <u>Charles Cacioppo Jr</u>. I am an authorized agent of <u>Industrial Salvage &amp; Wrecking Co, Inc.</u> ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.</p> <p>Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with the sub bidder that knowingly employs or contracts with an illegal alien.</p>	
	<div style="text-align: right; margin-bottom: 10px;">             _____            Affiant         </div> <div style="text-align: right; margin-bottom: 10px;"> <u>Charles Cacioppo Jr</u>            Printed Name         </div> <div style="text-align: right;">             _____            Notary Public         </div>
Subscribed and sworn to before me this <u>8</u> day of <u>January</u> , 2019.	
<div style="display: flex; justify-content: space-between;"> <div>SEAL</div> <div></div> </div>	



**6.0 LIST OF REFERENCES AND EXPERIENCE:** please complete the information listed below in full: If additional space is required, make additional copies of form. To be considered for award, bidder shall have been in business for a minimum of five (5) years.

How many years has your firm been in business?	Years: <u>58</u>
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u>  Municipality/Company Name: <u>City of Kansas City, Mo - Dangerous Buildings Sections</u>  Address: <u>4900 Swope Parkway, 1st Floor</u> <u>Kansas City, Mo 64130</u>  Contact Person: <u>Shockey Franciscis</u> Title: <u>Demolition Manager</u> Telephone No: <u>816-513-8436</u>  <u>Description of Work/Services Performed:</u>  Contract Amount: \$ <u>762,000.00</u> Completion Date: <u>11/29/2018</u>	
<u>Prior Work/Services Performed for:</u>  Municipality/Company Name: <u>Kansas City University of Medicine &amp; Biosciences</u>  Address: <u>1750 Independence Ave</u> <u>Kansas City, Mo 64106</u>  Contact Person: <u>Tim Saxe</u> Title: <u>Director of Capital Projects</u> Telephone No: <u>816-654-7124</u>  <u>Description of Services Performed:</u>  Contract Amount: \$ <u>134,000.00</u> Completion Date: <u>8/24/18</u>	



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Industrial Salvage &amp; Wrecking Co., Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>3570 Gardner Ave</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Kansas City, Mo 64120</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	3	-	1	3	9	6	9	5 8

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Chuck Ferguson</i>	Date ▶ <i>1/8/19</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2019

1/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
INSURED	1444576 INDUSTRIAL SALVAGE & WRECKING CO. INC. 3570 GARDNER AVE. KANSAS CITY MO 64120	INSURER(S) AFFORDING COVERAGE INSURER A : Allied World Surplus Lines Insurance Company NAIC # 24319 INSURER B : American Automobile Insurance Company 21849 INSURER C : Midwest Builders Casualty Mutual Company 13126 INSURER D : INSURER E : INSURER F :

**COVERAGES**

CERTIFICATE NUMBER: 15817141

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	5054-0705	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	MZA80336889	12/9/2018	12/9/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	N	5056-0186	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC100-0001272-2019A	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CITY OF LEE'S SUMMIT IS ADDITIONAL INSURED ON GENERAL, AUTO AND UMBRELLA LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

**CERTIFICATE HOLDER**

15817141  
CITY OF LEE'S SUMMIT  
220 SE GREEN  
LEE'S SUMMIT MO 64063

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Search for a Business Entity

[Business Entity Fees & Forms](#)[Business Entity FAQ](#)[Business Entity Home Page](#)[Business Entity Online Filing](#)[Business Outreach Office](#)[Business Entity Contact Us](#)[UCC Online Filing](#)[Secretary of State Home Page](#)

\* Required Field

Exact Match searches should include corporate designations (inc., llc, etc.) and punctuation.  
We recommend you do not include these for other searches.

Search 

## Search for a Business Entity

Business Name  Includes names Starting With  ☐ Only Active Corporations

SEARCH

## Search Results as of 1/8/2019 10:55 AM

Business Name	Charter No.	Type	Status	Created	Registered Agent Name
<a href="#">INDUSTRIAL SALVAGE &amp; WRECKING CO., INC.</a>	<a href="#">00264785</a>	Gen. Business - For Profit (Domestic)	Good Standing	5/25/1984	<a href="#">Cacioppo, Charles Anthony Jr.</a>
<a href="#">INDUSTRIAL SALVAGE AND WRECKING, INC.</a>	<a href="#">00116386</a>	Gen. Business - For Profit (Domestic)	Voluntarily Dissolved		



# INDUSTRIAL | ISW

## Salvage & Wrecking Co. Inc.

Change Order # 1

Submitted To: Curt Powelson

Address: 220 SE Green St

City, State, ZIP: Lee's Summit, Mo 64063

Project Name: 1600 SW 3rd St

Original Subcontract Total: 15,800.00

Change Order Total: \$5,650.00

Removal and disposal of asbestos containing material

Approximatley 552 sqft of mastic under 12X12 tile. 60 sqft of 9X9 floor tile & mastic. 1,696 sqft of ceiling texture.

New Subcontract Total: 21,450.00

Contractor:

Sub-Contractor:

Industrial Salvage & Wrecking Co. Inc.

3570 Gardner Ave.

Kansas City, MO 64120

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

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

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

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

# INDUSTRIAL | ISW

## Salvage & Wrecking Co. Inc.

Change Order # 1

Submitted To: Curt Powelson

Address: 220 SE Green St

City, State, ZIP: Lee's Summit, Mo 64063

Project Name: 1808 SW 3rd St

Original Subcontract Total: 17,800.00

Change Order Total: \$770.00

Removal and disposal of asbestos containing material

Approximatley 105 sqft of linoleum

New Subcontract Total: 18,570.00

Contractor:

Sub-Contractor:

Industrial Salvage & Wrecking Co. Inc.

3570 Gardner Ave.

Kansas City, MO 64120

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

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

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

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

## Packet Information

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**File #:** 2019-2709, **Version:** 1

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Discussion of Streets Outside City's Jurisdiction

Issue/Request:

Discuss options for improved maintenance of streets not within Lee's Summit city limits

Key Issues:

- \*Lee's Summit receives many complaints about the condition of roads used by residents that are actually outside the City's jurisdiction
- \*Requests of other agencies for better maintenance have generally not been successful
- \*Council members wish to discuss options that may be available for working with the other agencies to resolve the situation

Proposed Committee Motion:

I move to recommend to City Council

Background:

Lee's Summit council members and staff receive numerous complaints about the condition of roads such as View High, Lee's Summit Road, County Line Road and US 50. Staff has contacted the agencies responsible for maintenance of those roads but have had little success with getting improved maintenance of the facilities. Council has requested a discussion of options that could resolve this issue and the pros and cons of the various options.

Other Information/Unique Characteristics:

Dealing with KCMO, MoDOT and Cass Co. has significant challenges.

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