



The City of Lee's Summit

Final Agenda

Public Works Committee

Tuesday, July 30, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

A. Invocation

B. Pledge of Allegiance

C. Call to Order

D. Roll Call

1. Approval of Agenda

2. Approval of Action Letter

A. [2019-2934](#) Approval of the June 25, 2019 Action Letter.

3. Public Comments

4. Business

A. [TMP-1299](#) An Ordinance approving the award of bid no. 70234572-C for the Ralph Powell Streetlight Improvements to Capital Electric Line Builders Inc. in the amount of \$462,419.58, and authorizing the City manager to enter into an agreement for the same.

Presenter: Erin Ralovo, Staff Engineer, Public Works

B. [TMP-1312](#) An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ No. 543-32272), and authorizing the City Manager to enter into an agreement for the same.

Presenter: Karen Quackenbush, Senior Staff Engineer

C. [TMP-1304](#) An Ordinance authorizing the execution of the first amendment to Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

Presenter: Craig Kohler, Senior Staff Engineer

- D. [TMP-1305](#) An Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City Manager to enter into an agreement for the same.

Presenter: Craig Kohler, Senior Staff Engineer

- E. [TMP-1308](#) An Ordinance approving Change Order #3 to the contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89.

Presenter: Michael Anderson, Construction Manager

- F. [TMP-1309](#) An Ordinance approving Change Order #2 to the contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14.

Presenter: Michael Anderson, Construction Manager

5. Items for Discussion

- A. [2019-2915](#) Discussion - Ward and Persels Intersection

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

6. Roundtable

7. Adjournment

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Packet Information

File #: 2019-2934, **Version:** 1

Approval of the June 25, 2019 Action Letter.

Issue/Report:

Approval of the June 25, 2019 Action Letter.

Key Issues:

Proposed Committee Motion:

I move for approval of the Action Letter dated June 25, 2019.

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

Tuesday, June 25, 2019
5:30 PM
City Council Chambers
City Hall
220 SE Green Street
Lee's Summit, MO 64063

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

The June 25, 2019 Public Works Committee meeting was called to order by Chairman Faith, at 5:35 p.m. at City Hall, 220 SE Green Street, in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

D. Roll Call

Present: 4 - Chairperson Craig Faith
Vice Chair Rob Binney
Councilmember Fred DeMoro
Councilmember Phyllis Edson

1. Approval of Agenda

Chairman Faith removed agenda item 4G prior to approval of the agenda. A motion was made by Vice Chair Binney, seconded by Councilmember Edson, to approve the amended agenda. The motion carried by a unanimous 4-0 vote.

2. Approval of Action Letter

- A. [2019-2792](#) Approval of the April 23, 2019 Action Letter.

A motion was made by Vice Chair Binney, seconded by Councilmember DeMoro, to approve the Public Works Committee Action Letter dated April 23, 2019. The motion carried by a unanimous 4-0 vote.

3. Public Comments

None

4. Business

- A. [BILL NO. 19-147](#) An Ordinance awarding Bid No. 28631683B-C, for the Water Main Replacement FY19 - Pryor Road, to Pyramid Excavation & Construction, Inc., in the amount of \$279,271.50 and authorizing the City Manager to execute an agreement for the

same. (PWC 6/25/19)

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

- B. [BILL NO. 19-148](#)** An Ordinance approving the award of bid no. 50432472-C1 for the Lake Ridge Meadows Traffic Calming project to Mega Industries Corporation, and authorizing the City manager to enter into an agreement for the same, in the amount of \$78,560.00. (PWC 6/25/19)
- A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**
- C. [BILL NO. 19-149](#)** An Ordinance authorizing execution of an agreement for facility relocation by and between the City of Lee's Summit, Missouri, and CenturyLink Communications in the amount of \$224,063.48 pursuant to the Chipman Road Improvements from View High Drive to Bent Tree Drive, and authorizing the City Manager to enter into an agreement for the same. (PWC 6/25/19)
- A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**
- D. [BILL NO. 19-150](#)** An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Olsson and Associates, in an amount not to exceed \$208,456.00 for Professional Engineering Services for Stormwater-SW Lea Drive (RFQ NO. 543-32272A). (PWC 6/25/19)
- A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**
- E. [BILL NO. 19-151](#)** An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Intuition & Logic Inc., in an amount not to exceed \$79,777.20 for professional engineering services for stormwater - SE Hackamore Drive & SE Secretariat Drive (RFQ NO. 543-32272B). (PWC 6/25/19)
- A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**
- F. [BILL NO. 19-152](#)** An Ordinance authorizing execution of an agreement by and between the City of Lee's Summit, Missouri, and Lamp Rynearson, Inc. in an amount not to exceed \$159,800.00 for Professional Engineering Services for Stormwater - 4 Projects (RFQ No. 543-32272C). (PWC 6/25/19)
- A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**
- G. [TMP-1274](#)** An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to

exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ NO. 543-32272D).

Chairman Faith removed agenda item 4G prior to approval of the agenda. This Ordinance was tabled. Further legal consideration is needed before being presented to the Public Works Committee.

- H. [BILL NO. 19-153](#) An Ordinance authorizing the execution of an agreement and consent to joint use of track by and between the City of Lee's Summit, Missouri, IPL USA, Inc. and the Union Pacific Railroad Company. (PWC 6/25/19)

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

- I. [BILL NO. 19-154](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Amendment No. 1 to State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting additional federal funds in the amount of \$64,222 to relocate and extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport. (PWC 6/25/19)

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

- J. [BILL NO. 19-155](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission First Supplemental Agreement to Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting additional funds in the amount of \$3,568 which is equal to fifty percent (50%) of the additional match for the sponsor's State Block Grant for project 16-109A-1 Relocate and Extend Taxiway A; Taxiway Lighting and Signage at the Lee's Summit Municipal Airport. (PWC 6/25/19)

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

- K. [BILL NO. 19-156](#) An Ordinance authorizing the execution of Amendment No. 2 to permit the extension of the project time period from June 30, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting State funds in the amount of \$9,372,772 to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements. (PWC 6/25/19)

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

- L. [BILL NO. 19-157](#) An Ordinance authorizing a Second Supplemental Agreement to Airport Aid Agreement to permit the extension of the project time period from December

31, 2018 to December 31, 2019 of the Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting funds in the amount of \$520,710 to assist with Rehabilitate and Strengthen Runway 18-36, Extend runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements. (PWC 6/25/19)

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

5. Items for Discussion

A. [2019-2811](#) Preliminary Cost Estimates to Accept and Maintain Roads Outside of Lee's Summit

Ms. Dena Mezger, Director of Public Works, gave a presentation regarding preliminary cost estimates to accept and maintain roads outside of Lee's Summit. Staff was asked about the possibility of annexing roads from other cities that border our boundaries. Staff evaluated work needed to bring the roads up to a reasonable condition, the majority of which need reconstruction. This will take over \$39M to take over and another 556K in maintenance costs. It is not an inexpensive proposition to consider and unsure about the response from other jurisdictions. Annexing property presents a lot of challenges, which was brought up at the previous Public Works meeting by Brian Head, City Attorney.

Chairman Faith shared that annexation and cost would be prohibitive but he agrees with going back to drawing board and nurturing relationships, political and otherwise, to try to get them interested in partnerships. He suggested that Council combined with staff could reach out in ways to nurture and revive interest. He said the next step will be to see where we have agreements and get status reports on where other agencies are with their planned road improvements.

Christal Weber, Assistant City Manager, suggested that staff could prioritize the areas and present that to Council. She also recommended that staff could reach out to communities to see if they are having similar conversations, and build dialogue again on needed road improvements.

6. Roundtable

Councilmember Edson questioned if the next Public Works Committee meeting was still going to occur as scheduled. Discussion ensued about possibly rescheduling. Chairman Faith suggested meeting with staff to look into rescheduling to see what is available on the calendar. Christal Weber, Assistant City Manager, said that staff would provide a list of possible dates.

Councilmember Binney inquired on the status of the North Recycling Center.

Public Works Committee

Action Letter - Final

June 25, 2019

Ms. Dena Mezger, Director of Public Works, stated that the contractor declined to sign the contract. The contractor indicated that they could not provide the service for the amount projected. It will have to go out for bid again with the possibility of the North or South Recycling Center. Binney also inquired about the Public Disposal Area. Discussion about hours, household hazardous waste, and other services were mentioned. The Committee was referred to the website, lspda.com, for any further information needed. Bob Hartnett, Deputy Director of Public Works, addressed the Committee saying that the contractor is doing an amazing job. The closure of the landfill has received the first layer of dirt, with the dirt work completion by mid-fall, and seeding to be done in October. Discussion about future land use for the area ensued.

Councilmember Binney inquired about the PRI land. Ms. Mezger said that PRI's investigation, our new comprehensive plan, and thoroughfare master plan update will impact projections for the land use. Accurate information from the PRI's investigation will be needed to proceed.

Councilmember Faith mentioned the success of the Airport Open House and thanked all those who were involved. Bob Hartnett commented about more East to West Coast traffic arriving at the airport and the recent Air Race Classic. He shared a letter sent to John Ohrazda, Airport Manager, stating that LS was the favorite stop and that they will receive a plaque. Congratulations to all those who helped out at the Lee's Summit Airport.

7. Adjournment

The June 25, 2019 Public Works Committee meeting was adjourned by Chairman Faith at 7:15 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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Packet Information

File #: TMP-1299, **Version:** 1

An Ordinance approving the award of bid no. 70234572-C for the Ralph Powell Streetlight Improvements to Capital Electric Line Builders Inc. in the amount of \$462,419.58, and authorizing the City manager to enter into an agreement for the same.

Issue/Request:

An Ordinance approving the award of bid no. 70234572-C for the Ralph Powell Streetlight Improvements to Capital Electric Line Builders Inc. in the amount of \$462,419.58, and authorizing the City manager to enter into an agreement for the same.

Key Issues:

- RPWC Holdings LLC contacted the City with interests in dissolving the Strother Interchange Transportation Development District (TDD). The TDD is currently responsible for ownership and maintenance of street lighting along Ralph Powell Road.
- The existing street lighting poles, fixtures, and illuminance do not meet City Design Standards and Specifications for Commercial/Industrial Collector Streets.
- The work will be completed within existing Right-of-Way, and installation of street lights and power supply shall be installed within existing features of the roadway.
- The TDD will pay for the replacement of existing lighting to meet City Standards and Specifications and then have no remaining obligations and proceed with dissolution.

Proposed Committee Motion:

I move to recommend to the City Council approval of An Ordinance approving the award of bid no. 70234572-C for the Ralph Powell Streetlight Improvements to Capital Electric Line Builders Inc. in the amount of \$462,419.58, and authorizing the City manager to enter into an agreement for the same.

Background:

On December 7, 2000, the City Council adopted Ordinance No. 5070, which approved the creation of the Chapel Ridge Tax Incremental Financing Plan. In March 8, 2007 the Strother Road Interchange Transportation Development District (TDD) was established that authorized the use of TIF funds with the purpose of undertaking the design and construction of the public road improvements near the new interchange. Part of these improvements included the installation and maintenance of the streetlights along

NE Ralph Powell Road.

Members of the TDD contacted the City and expressed an interest in dissolving the TDD. On March 7, 2018, a cooperative agreement was entered into (Ordinance No. 8329) to provide for the expenditure of TDD Sales Tax Revenue to fund a streetlight replacement project to be implemented by the City, and the transfer of ownership and maintenance responsibilities for the streetlights and related improvements to be installed in connection with the streetlight replacement project.

Capital Electric Line Builders Inc. was determined to be the lowest and best responsive and responsible bidder. Public Works Engineering Staff reviewed the bid and recommend awarding the contract to Capital Electric Line Builders Inc. in the amount of \$462,419.58.

The bid was submitted to the TDD for review. The TDD supports award of the bid and has made financial deposit in accordance with the agreement.

Impact/Analysis:

These improvements are expected to bring the fixtures and illuminance up to current City Design Standards.

Timeline:

Start: August 2019

Finish: December 2019

Other Information/Unique Characteristics:

Public Works Engineering issued Bid No. 70234572-C for Ralph Powell Streetlight Improvements on June 4, 2019. This was the second bid issued for this project. The first bid was opened on March 14, 2019. There was only one potential bidder that obtained plans and specifications and the resulting bid was 33.01% or \$131,003.63 over the engineer's estimate. The City and members of the TDD decided there was not enough funding available for this expenditure at that time and the bid was rejected. The second bid was advertised and potential bidders were notified through QuestCDN, and 6 electrical contractors with prior experience in Lee's Summit capital projects were contacted by email from City Staff. A pre-bid conference was held on June 18, 2019 and 1 potential bidder attended. Two potential bidders obtained plans and specifications from QuestCDN, and one (1) responsive bid was received by the June 25, 2019 bid opening date. The TDD was informed of the amount for the second bid and it was accepted. The low bid is 16.54% or \$65,629.93 over the engineer's estimate.

Erin Ralovo, Staff Engineer, Public Works

Recommendation: Staff recommends approval

Committee Recommendation:

BILL NO.

AN ORDINANCE APPROVING THE AWARD OF BID NO. 70234572-C FOR THE RALPH POWELL STREETLIGHT IMPROVEMENTS TO CAPITAL ELECTRIC LINE BUILDERS INC. IN THE AMOUNT OF \$462,419.58, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, this project would replace street lighting on Ralph Powell Road between Strother Road and Woods Chapel Road in accordance with City of Lee's Summit Design Standards and Specifications.; and,

WHEREAS, a cooperative agreement has been entered into (Ordinance No. 8329) to provide for the expenditure of TDD Sales Tax Revenue to fund a streetlight replacement project to be implemented by the City; and,

WHEREAS, the transfer of ownership and maintenance responsibilities for the streetlights and related improvements to be installed in connection with the streetlight replacement project; and

WHEREAS, current Street Lighting poles, fixtures, and illuminance do not meet City Design Standards and Specifications for Commercial/Industrial Collector Streets. The work will be completed within existing Right-of-Way, and installation of street lights and power supply shall be installed within existing features of the roadway.

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

SECTION 1. That award of bid no. 70234572-C by and between the City of Lee's Summit, Missouri and Capital Electric Line Builders Inc., generally for the purpose of constructing the Ralph Powell Streetlight Improvements, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved.

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

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

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

BILL 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:

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Street lighting replacement project on Ralph Powell Road between Strother Road and Woods Chapel Road in accordance with City of Lee’s Summit Design Standards and Specifications.

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: Ralph Powell Road Streetlight Improvements (Strother Road to Woods Chapel Road)
Bid No. 70234572-C

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Owner (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 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.

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 \$250 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 \$250 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 below:

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

UNIT PRICE WORK

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
MOBILIZATION	LS	1	\$38,000.00	\$38,000.00
DEMOLITION AND REMOVAL	LS	1	\$20,830.00	\$20,830.00
TEMPORARY TRAFFIC CONTROL	LS	1	\$12,975.00	\$12,975.00
WASTE (HAUL OFF)	CY	28	\$130.00	\$3,900.00
BORROW MATERIAL (CONTRACTOR FURNISHED)	CY	28	\$140.00	\$4,200.00
UNCLASSIFIED EXCAVATION	CY	28	\$140.00	\$4,200.00
PAVERS	SY	4	\$216.00	\$17,280.00
SOD	SY	80	\$410.00	\$3,280.00

POLES, STREET LIGHTS (TYPE P40D)	EA	36	\$1,956.00	\$70,416.00
BASES, SCREW IN FOUNDATION (TYPE B40)	EA	36	\$1,900.00	\$68,400.00
BRACKET ARMS (10 FT)	EA	72	\$325.00	\$23,400.00
LUMINAIRES, (160 W LED)	EA	72	\$460.00	\$33,120.00
POWER SUPPLY ASSEMBLY	EA	2	\$5,185.00	\$10,370.00
BASES, POWER ASSEMBLY	EA	2	\$2,055.00	\$4,110.00
JUNCTION BOX, TYPE 2	EA	2	\$750.00	\$1,500.00
PULL BOX, CLASS 1	EA	2	\$1,250.00	\$2,500.00
CABLE, 3C#4 AWG	LF	5723	\$5.89	\$33,708.47
CABLE, 2C#10 AWG (POLE AND BRACKET)	LF	3478	\$1.70	\$5,912.60
CONDUIT, 2" HDPE	LF	5723	\$16.37	\$93,685.51
CONDUIT, 3" SCHEDULE 40 PVC	LF	220	\$17.40	\$3,828.00
BREAK-AWAY CONNECTORS, FUSED	EA	72	\$63.00	\$4,536.00
BREAK-AWAY CONNECTORS, NON-FUSED	EA	36	\$63.00	\$2,268.00
Total of all Bid Prices (Unit Price Work)			\$462,419.58	

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data."
- 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 consisting of 17 sheets with each sheet bearing the following general title: Ralph Powell Streetlight Improvements [or] the Drawings listed on attached sheet index.
8. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 27, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (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:

CONTRACTOR

City of Lee's Summit, Missouri _____

By: _____

By: _____

Title: City Manager _____

Title: _____

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

Approved as to Form: _____

Attest: _____

Title: Assistant City Attorney _____

Title: _____

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

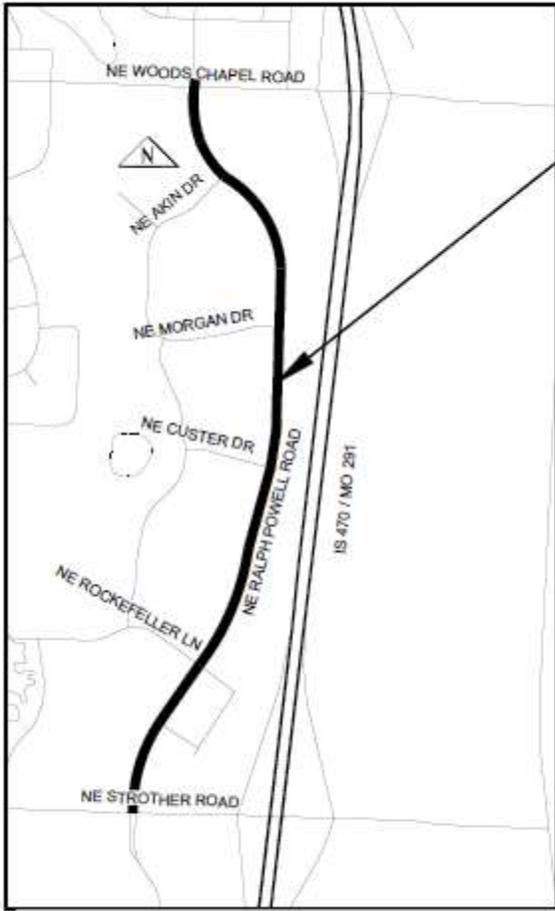
Address for giving notices:

License No.: _____

(Where applicable)

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

Agent for service of process:



PROJECT LOCATION
NE RALPH POWELL ROAD

Ralph Powell Streetlighting Improvements (#6388649)
 Owner: Lee's Summit MO, City of
 Solicitor: Lee's Summit MO, City of
 06/25/2019 09:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Capital Electric Line Builders, Inc.	
						Unit Price	Extension	Unit Price	Extension
Ralph Powell Streetlight Improvements							\$396,789.65		\$462,419.58
	1		1 MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	\$38,000.00	\$38,000.00
	2		2 DEMOLITION AND REMOVAL	LS	1	\$30,000.00	\$30,000.00	\$20,830.00	\$20,830.00
	3		3 TEMPORARY TRAFFIC CONTROL	LS	1	\$20,000.00	\$20,000.00	\$12,975.00	\$12,975.00
	4		4 WASTE (HAUL OFF)	CY	30	\$25.00	\$750.00	\$130.00	\$3,900.00
	5		5 BORROW MATERIAL (CONTRACTOR FURNISHED)	CY	30	\$20.00	\$600.00	\$140.00	\$4,200.00
	6		6 UNCLASSIFIED EXCAVATION	CY	30	\$35.00	\$1,050.00	\$140.00	\$4,200.00
	7		7 PAVERS	SY	80	\$100.00	\$8,000.00	\$216.00	\$17,280.00
	8		8 SOD	SY	8	\$7.00	\$56.00	\$410.00	\$3,280.00
	9		9 POLES, STREET LIGHTS (TYPE P40D)	EA	36	\$1,855.00	\$66,780.00	\$1,956.00	\$70,416.00
	10		10 BASES, CONCRETE FOUNDATION (TYPE P40D)	EA	36	\$1,500.00	\$54,000.00	\$1,900.00	\$68,400.00
	11		11 BRACKET ARMS (6 FT)	EA	72	\$335.00	\$24,120.00	\$325.00	\$23,400.00
	12		12 LUMINAIRES, (160 W LED)	EA	72	\$590.00	\$42,480.00	\$460.00	\$33,120.00
	13		13 POWER SUPPLY ASSEMBLY	EA	2	\$4,200.00	\$8,400.00	\$5,185.00	\$10,370.00
	14		14 BASES, POWER ASSEMBLY	EA	2	\$2,450.00	\$4,900.00	\$2,055.00	\$4,110.00
	15		15 JUNCTION BOX, TYPE 2	EA	2	\$640.00	\$1,280.00	\$750.00	\$1,500.00
	16		16 PULL BOX, CLASS 1	EA	2	\$1,200.00	\$2,400.00	\$1,250.00	\$2,500.00
	17		17 CABLE, 3C#4 AWG	LF	5723	\$5.25	\$30,045.75	\$5.89	\$33,708.47
	18		18 CABLE, 2C#10 AWG (POLE AND BRACKET)	LF	3478	\$1.80	\$6,260.40	\$1.70	\$5,912.60
	19		19 CONDUIT, 2" HDPE	LF	5723	\$10.50	\$60,091.50	\$16.37	\$93,685.51
	20		20 CONDUIT, 3" SCHEDULE 40 PVC	LF	220	\$16.00	\$3,520.00	\$17.40	\$3,828.00
	21		21 BREAK-AWAY CONNECTORS, FUSED	EA	72	\$66.00	\$4,752.00	\$63.00	\$4,536.00
	22		22 BREAK-AWAY CONNECTORS, NON-FUSED	EA	36	\$64.00	\$2,304.00	\$63.00	\$2,268.00
Base Bid Total:							\$396,789.65		\$462,419.58

STROTHER INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT

**RESOLUTION APPROVING BID FOR STREETLIGHT REPLACEMENT PROJECT;
APPROVING AMENDED BUDGET; AND AUTHORIZING FURTHER ACTIONS RELATED
THERETO**

Adopted July 11, 2019

WHEREAS, the Strother Interchange Transportation Development District (“District”) was declared organized by the Circuit Court of Jackson County, MO, on January 21, 2000, pursuant to the Missouri Transportation Development District Act (“Act”), Sections 238.200 to 238.275, RSMo, as amended; and

WHEREAS, by its Resolution No. 2017-06 dated December 18, 2017, the District approved the Amendment to First Amended and Restated Cooperative Agreement (“Amendment to Cooperative Agreement”) among the District, the City of Lee’s Summit, Missouri (“City”), the I-470 Community Improvement District, and RPWC Holdings, LLC, Missouri limited liability company, which fully executed amendment is dated March 7, 2018, and copy of which was recorded along with Ordinance No. 8329 as Instrument Number 2018E0023518; and

WHEREAS, pursuant to the Amendment to Cooperative Agreement, (1) the City, in cooperation with the District, agreed to undertake a project to replace and upgrade the streetlights along Ralph Powell Road (“Project”) in accordance with the City’s standard policies and policies for bidding, contracting and construction of public improvements, and (2) the District agreed to pay for the Project, subject to the District’s prior approval of Project costs; and

WHEREAS, the City twice solicited bids for the Project and each time received a single bid from Capital Electric. Upon the recommendation of the City, the District desires to approve the current bid from Capital Electric in accordance with the bid tab attached hereto as Exhibit A; and

WHEREAS, the District approved a budget for the fiscal year ending December 31, 2019 by Resolution No. 2018-01 dated December 17, 2018. The current bid from Capital Electric exceeds the amount budgeted for the Project and the District desires to amend the budget as shown in the Amended Budget attached hereto as Exhibit B to appropriate additional funds for the Project; and

THEREFORE, BE IT RESOLVED, that the Board of Directors of the District approves the bid from Capital Electric as shown in the bid tab attached hereto as Exhibit A. The Chairman and Executive Director are authorized and directed to cooperate with the City to implement the Project in accordance with this Resolution and the Amendment to Cooperative Agreement and to execute and deliver such documents as they, upon the advice of counsel, may deem necessary or desirable to facilitate construction of the Project and the execution and delivery of any such document shall be conclusive evidence of such officer’s approval thereof; and

RESOLVED FURTHER, that the Amended Budget attached hereto as Exhibit B is approved. Pursuant to the Amendment to Cooperative Agreement, the District is authorized to pay for the Project, which Project costs include the approved bid amount plus other estimated costs related to the Project, less \$25,000 previously paid by the District to the City for the Project; and

RESOLVED FURTHER, that the Chairman and Executive Director are authorized and directed to take such other further actions as may be deemed necessary or desirable to cooperate with the City and to carry out of the intent of this Resolution and the Amendment to Cooperative Agreement in order to facilitate construction of the Project.



Michael D. Atcheson, Chairman

ATTEST:



Robin McCormick, Secretary

Exhibit A

Bid Tab

Ralph Powell Streetlighting Improvements (#6388649)
 Owner: Lee's Summit MO, City of
 Solicitor: Lee's Summit MO, City of
 06/25/2019 09:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Capital Electric Line Builders, Inc.	
						Unit Price	Extension	Unit Price	Extension
Ralph Powell Streetlight Improvements							\$396,789.65		\$462,419.58
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	4		4 WASTE (HAUL OFF)	CY	30	\$25.00	\$750.00	\$130.00	\$3,900.00
	5		5 BORROW MATERIAL (CONTRACTOR FURNISHED)	CY	30	\$20.00	\$600.00	\$140.00	\$4,200.00
	6		6 UNCLASSIFIED EXCAVATION	CY	30	\$35.00	\$1,050.00	\$140.00	\$4,200.00
	7		7 PAVERS	SY	80	\$100.00	\$8,000.00	\$216.00	\$17,280.00
	8		8 SOD	SY	8	\$7.00	\$56.00	\$410.00	\$3,280.00
	9		9 POLES, STREET LIGHTS (TYPE P40D)	EA	36	\$1,855.00	\$66,780.00	\$1,956.00	\$70,416.00
	10		10 BASES, CONCRETE FOUNDATION (TYPE P40D)	EA	36	\$1,500.00	\$54,000.00	\$1,900.00	\$68,400.00
	11		11 BRACKET ARMS {6 FT}	EA	72	\$335.00	\$24,120.00	\$325.00	\$23,400.00
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	22		22 BREAK-AWAY CONNECTORS, NON-FUSED	EA	36	\$64.00	\$2,304.00	\$63.00	\$2,268.00
Base Bid Total:							\$396,789.65		\$462,419.58

Exhibit B
Amended Budget

**The Strother Interchange Transportation Development District
Amended Budget
Year Ending December 31, 2019**

Funds Available and Revenues to Pay Expenditures

	<u>BUDGET</u>		<u>AMENDED BUDGET</u>	
	<u>Operating Fund</u>	<u>Debt Service Fund</u>	<u>Operating Fund</u>	<u>Debt Service Fund</u>
Funds Available				
Beginning of year balance	\$428,242	\$0	\$428,242	\$0
Revenues				
Sales Tax (0.5%)	\$270,000		\$270,000	
PILOTS/EATS (Chapel Ridge TIF)	\$0	\$0	\$0	\$0
Interest Income	\$400	\$0	\$400	\$0
Fund Transfers	\$0	\$0	\$0	\$0
	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL REVENUES	\$270,400	\$0	\$270,400	\$0
Expenditures				
Debt Service Payments - Principal		\$0		\$0
- Interest		\$0		\$0
Fund Transfers	\$0		\$0	
Administrative -				
Legal Fees	\$15,000		\$15,000	
Accounting/Audit	\$8,000		\$8,000	
Insurance	\$6,000		\$6,000	
Grounds Maintenance	\$14,742		\$14,742	
Utilities	\$3,000		\$3,000	
Miscellaneous Operating Expenses	\$5,000	\$0	\$5,000	\$0
Replacement of Street Lights	\$375,000		\$475,000	
	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL EXPENDITURES	\$426,742	\$0	\$526,742	\$0
EXCESS OF REVENUES OVER EXPENDITURES	(\$156,342)	\$0	(\$256,342)	\$0
End of Year Balance	<u>\$271,900</u>	<u>\$0</u>	<u>\$171,900</u>	<u>\$0</u>

Packet Information

File #: TMP-1312, **Version:** 1

An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ No. 543-32272), and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ No. 543-32272), and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- City staff identified twelve (12) locations in the City where structural flooding occurs based on reports from residents
- Stormwater projects were funded as part of the 2017 CIP Sales Tax Renewal that was approved by the voters in April 2017
- City Staff Issued RFQ No. 543-32272 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement policies
- Four different firms were selected to work on the projects
- Burns and McDonnell was determined to be the most qualified for the Maple Street, Lakeview Boulevard, Grand Avenue, Bingham Drive, and Brentwood Drive and satisfactorily conducted negotiations for scope and fee with City staff

Proposed City Council Motion:

I move to recommend to the City Council for approval of an Ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Burns and

McDonnell, in an amount not to exceed \$197,800.00 for Professional Engineering Services for Stormwater Improvements - 5 locations (RFQ No. 543-32272), and authorizing the City Manager to enter into an agreement for the same

Background:

The primary purpose for this project is to address structural flooding at each site. At the Maple, Lakeview, and Grand locations, projects will consider alternative methods of stormwater conveyance instead of more traditional inlet and pipe approach cost-effective improvements. The intent is to find a lower cost method, less disruptive during construction, and better fit the older neighborhoods that have very limited underground stormwater infrastructure.

Alternative stormwater collection may include the following: install a permeable paver system to cutoff, collect and reduce surface runoff; landscaping that increases water infiltration and reduces soil erosion; and other features that tend to keep more water thus sending less water downstream to pipes, inlets or adjacent properties. For all locations, the most advantageous alternative will be chosen. The evaluation will consider cost, effectiveness, and input from the affected property owners to ensure the projects will be mutually agreeable.

Impact/Analysis:

This is a modification to the City's standard agreement between the City and a consulting engineering firm with regard to engineering services. The Law department has reviewed the agreement and has approved of the changes. This agreement will allow Burns and McDonnell to provide engineering services to the City.

Timeline:

Start Design: Summer 2019

Finish Design: Fall 2019

Construct: 2020 Construction Season

Other Information/Unique Characteristics:

RFQ No. 543-32272D was publicly advertised starting February 28, 2019. The RFQ combined 12 small projects, NE Maple Street, SW Pinnell Circle, SE Hackamore Drive, SW 34th Street, SW Lea Drive, SW Blazing Star Drive, NE Delta School Road, SE Bingham Drive, SE Brentwood Drive, SW Lakeview Boulevard, SE Grand Avenue, SW Secretariat Drive in the submittal. The RFQ was advertised using the City's web site and www.PublicPurchase.com to notify potential vendors. Fifty-one potential vendors viewed the RFQ, and 17 firms submitted responsive qualification

submittals by the March 25, 2019 closing date. Firms were selected based on submittals and no interviews were conducted. From that list of 17, four firms were selected. *Burns and McDonnell* was selected for Stormwater Improvements - 5 locations.

Karen Quackenbush, Senior Staff Engineer

Recommendation: Staff recommends approval.

Committee Recommendation: [Enter Committee recommendation here]

BILL NO. XX-XX

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL, IN AN AMOUNT NOT TO EXCEED \$197,800.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER IMPROVEMENTS - 5 LOCATIONS (RFQ NO. 543-32272), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City intends to have engineering services for the Stormwater Improvements – 5 Locations Project (hereinafter “Project”); and,

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

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

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

WHEREAS, Burns and McDonnell is equipped, competent, and able to undertake such an assignment.

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

SECTION 1. The City Council of the City of Lee’s Summit, Missouri hereby approves an agreement for professional engineering services for Stormwater – 5 Locations with Burns and McDonnell, for a not to exceed amount of \$197,800.00.

SECTION 2. The City Council of the City of Lee’s Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with Burns and McDonnell for professional engineering services contained in an agreement for Stormwater – 5 Locations, for a not to exceed amount of \$197,800.00. Said contract is on file with the City of Lee’s Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

SECTION 4. 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.

Mayor William A. Baird

ATTEST:

BILL NO. XX-XX

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 Counsel of Infrastructure and Planning
Nancy K. Yendes

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR STORMWATER IMPROVEMENTS – 5 LOCATIONS (RFQ NO. 543-32272D)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Burns + McDonnell Engineering Company, Inc (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for Stormwater Improvements – 5 Locations (hereinafter "Project"); and

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

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

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

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

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

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

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

See Attachment A

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

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

There will be no Optional Services

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

City shall provide the following services to Engineer:

See Attachment A

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of One Hundred and Ninety Seven Thousand and Eight Hundred Dollars (\$197,800.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of One Hundred and Ninety Seven Thousand and Eight Hundred Dollars (\$197,800.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Zero Dollars (\$0.00).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been completed in accordance with this Agreement. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
 - 1. Project Name/Task Name/RFP Number/Description of Agreement.
 - 2. Invoice Number and Date.
 - 3. Purchase Order Number issued by City.
 - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
 - 5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.

6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

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

ARTICLE V COMPLETION TIME

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

Assumes Notice to Proceed August, 2019
Survey – August – September, 2019
Preliminary Design – October – November, 2019
ROW Appraisals & Acquisitions – December, 2019 – February, 2020
Utility Relocations – February – March, 2020
Final Design – December, 2019 – January, 2020
Bid & Award – March – May, 2020
Construction – June – October, 2020

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

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

ARTICLE VI INSURANCE

- A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer or from the Engineer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any relevant Additional Insured endorsement. The cost of such insurance shall be included in the Engineer's contract price.

- B. NOTICE OF CLAIM: The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any insurance policy required in excess of \$10,000.00, if the reduction results in coverage amount below those indicated in Article VI whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

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

- D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Engineer shall either:
 - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
 - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.

- E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Self-Insured Retention or Deductible shall be the sole responsibility of the Engineer. The City reserves the right to require guarantees from the Engineer for such assumed limits. Subject to a confidentiality agreement, Engineer shall make available to the City and/or the City's selected financial professional an opportunity to review at Engineer's Office the appropriate and necessary financial information needed to verify financial viability. Such review shall be upon the City's written request and shall not take place more than once a year.

- F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the amount of \$1,000,000 per occurrence/claim and in the aggregate.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

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

- H. AUTOMOBILE LIABILITY: Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
1. Any Auto
 2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

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

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

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

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

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

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material delivered and to be delivered by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.

- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.

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

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

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
 2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services in the performance of the services under this Agreement. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER:** Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services

being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.

- I. ENGINEER'S ENDORSEMENT: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, , each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. LIMITATION OF LIABILITY: In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. PROFESSIONAL RESPONSIBILITY: Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s')

methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.

- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.
- W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

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

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

and notices to Engineer shall be addressed to:

Cliff Cole - Burns + McDonnell
9400 Ward Parkway
Kansas City MO 64114

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

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

Reserved.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

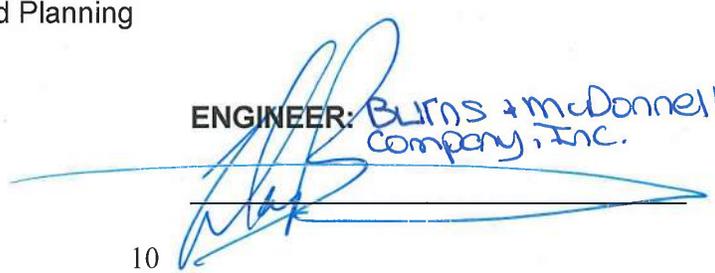
ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

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

ENGINEER: Burns + McDonnell Engineering
Company, Inc.





[Handwritten Signature]
ASSISTANT SECRETARY

BY: Darin Brickman
TITLE: Vice President

ATTACHMENT A

SCOPE OF WORK

Engineer: Burns and McDonnell Engineering
Owner: City of Lee's Summit, Missouri
Project: Stormwater Improvements – 5 Locations

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by ENGINEER for design stormwater improvements at 5 locations (Project).

A. The Project. The City of Lee's Summit, Missouri (CITY), intends to implement stormwater improvements at five locations:

- 1) 105 NE Maple Street;
- 2) Lakeview Boulevard between 1st and 2nd Streets;
- 3) SE Grand Avenue from SE 5th Street to 416 SE Grand Avenue;
- 4) 309 SE Bingham Drive; and
- 5) 208 SE Brentwood Drive (200 Block of SE Brentwood).

ENGINEER will provide stormwater evaluations and professional engineering design services for these five locations as described in this scope of work.

B. General Description of Activities. The Basic Scope of Work to be performed by ENGINEER consists of project management, property owner meetings, field data collection services, hydrologic and hydraulic stormwater evaluations, design phase services, and bidding phase services.

C. Project Objectives. ENGINEER will provide services necessary to achieve the following project objectives:

1. Evaluate all five sites to determine stormwater improvement alternatives.
2. For the approved alternative provide design phase services and final construction documents.
3. Field data collection services including topographic survey for design.
4. Provide bidding phase services for completed designs.

D. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 – Project Management, Administration, & Meetings
2. Task Series 200 – Site Evaluation and Field Services
3. Task Series 300 – Design Alternatives and Concept Design
4. Task Series 400 – Preliminary and Final Design

5. Task Series 500 – Bidding Phase Services

II. SCOPE OF WORK

The following Task Series describe the Scope of Work to be provided by ENGINEER for this Project.

TASK SERIES 100 - PROJECT MANAGEMENT, ADMINISTRATION, & MEETINGS

The purpose of this task will be to manage, direct and oversee each element of the scope of work identified herein and subcontractors employed by the ENGINEER in completion of the Work. The following management activities will be provided by ENGINEER.

Task 101 Project Management & Administration Services

Provide project management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with CITY staff; supervision and coordination of services; assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report which will accompany the monthly invoice submittal. The monthly progress status reports will document work progress, the percentage of completed work, schedule status, and budget status.

Prepare a scope, budget, schedule, and agreement for ENGINEER's subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work, including deliverables, subcontractor invoicing, and schedule maintenance. and potential project scope variances with corrective action.

Task 102 Project Meetings & Coordination

ENGINEER will schedule a project kickoff meeting and regular progress meetings as necessary to communicate project progress, review design alternatives, and plan upcoming activities. Up to 6 meetings including the kickoff meeting are included for this Project. For each meeting ENGINEER will provide a meeting agenda, meeting materials, and meeting minutes. All meetings will be at City Hall in Lee's Summit, Missouri.

Deliverables: Meeting Materials and Meeting Minutes

TASK SERIES 200 - SITE EVALUATION & FIELD INVESTIGATION

Task 201 Site Evaluation

For all five sites, ENGINEER will complete a site evaluation which will include the following:

1. A site visit of each site will be conducted to characterize the existing conditions. ENGINEER will coordinate with CITY on notifications to the property owners prior to doing the site visit and/or before interviewing property owners. CITY will be responsible for initial contact with property owner. ENGINEER will gather additional information regarding the general site conditions, site constraints, opportunities for collaboration with property owners, and flooding concerns.

2. Document existing site features, including but not limited to existing drainage paths, stormwater inlet locations, erosion concerns, potential utility conflicts and other site information that may influence the concept design.
3. Gather and review available GIS data provided by the CITY. GIS shapefiles for topography, property ownership, aerial photography, sewer system characterization, waterlines, impervious surfaces, zoning, and other site relevant data will be provided. Available information provided by the CITY will be recorded in a data log
4. Assess each site for potential improvement alternative that can be implemented into the existing site conditions. The available area and the capacity of each site to capture, control, and convey stormwater runoff will be determined.
5. Interview property owners to determine the exact flooding issues and discuss potential solutions for the site. ENGINEER will document site visit and provide a summary of the property owners interviews.

Deliverables: Field Visit Reports, Property Owner Interview Summary, & Data Log

Task 202 Topographic & Utility Survey

ENGINEER shall provide the following field survey services for Sites 1, 2, 3, and 5. The extent of the field survey by site is shown in Figures 1, 2, 3, and 5.

1. Provide the services of a Professional Surveyor to perform the following:
 - a. Set project horizontal and vertical controls.
 - b. Locate existing street right-of-way and critical property corners along the possible new stormwater improvement alignments.
 - c. Locate surface and subsurface information along possible new stormwater improvement alignments, including but not limited to, utilities, trees, poles, signs, and structures such as curbs, sidewalks, pavement, retaining walls, and greenway. ENGINEER shall review the data that is provided by the surveyor using information collected during the site evaluation.
 - d. Provide subsurface utility information along the possible new stormwater improvements alignments, including inverts and diameters of storm and sanitary sewers necessary for determining the depth of utilities and evaluating potential conflicts along the possible new stormwater improvements. Utility locates shall include service lines and related appurtenances. Provide pothole of existing utility services using vacuum excavate process; up to five (5) potholes within the project extents. Survey all utilities found within pothole excavation.
 - e. Locate lowest opening into habitable building and survey the sill elevation for up to twenty-five (25) buildings within the project extents.
 - f. For documented high water marks or observed high water marks for each site survey the high water mark.
2. All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum.

Figure 1: Site 1 Survey Extents



Figure 2: Site 2 Survey Extents

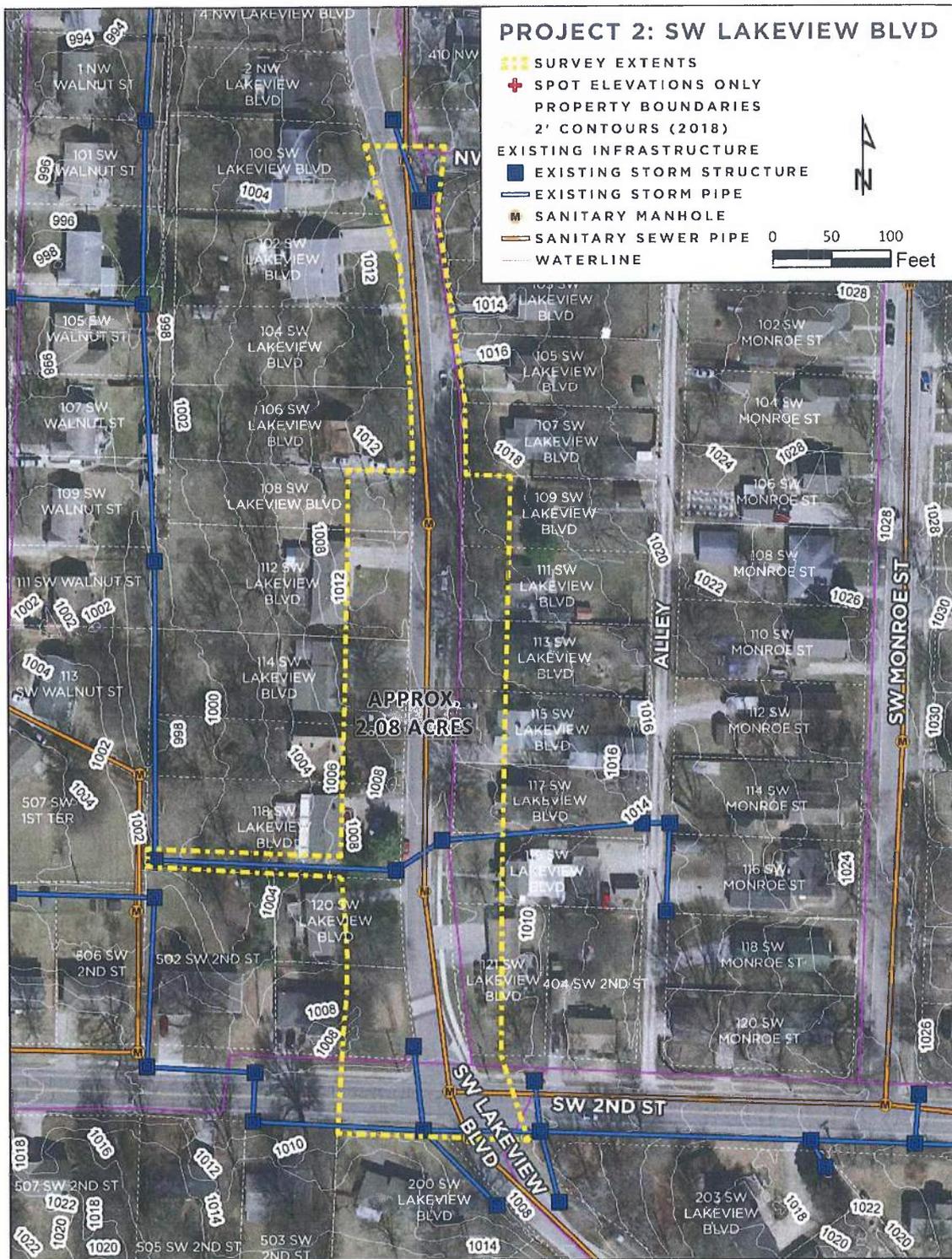
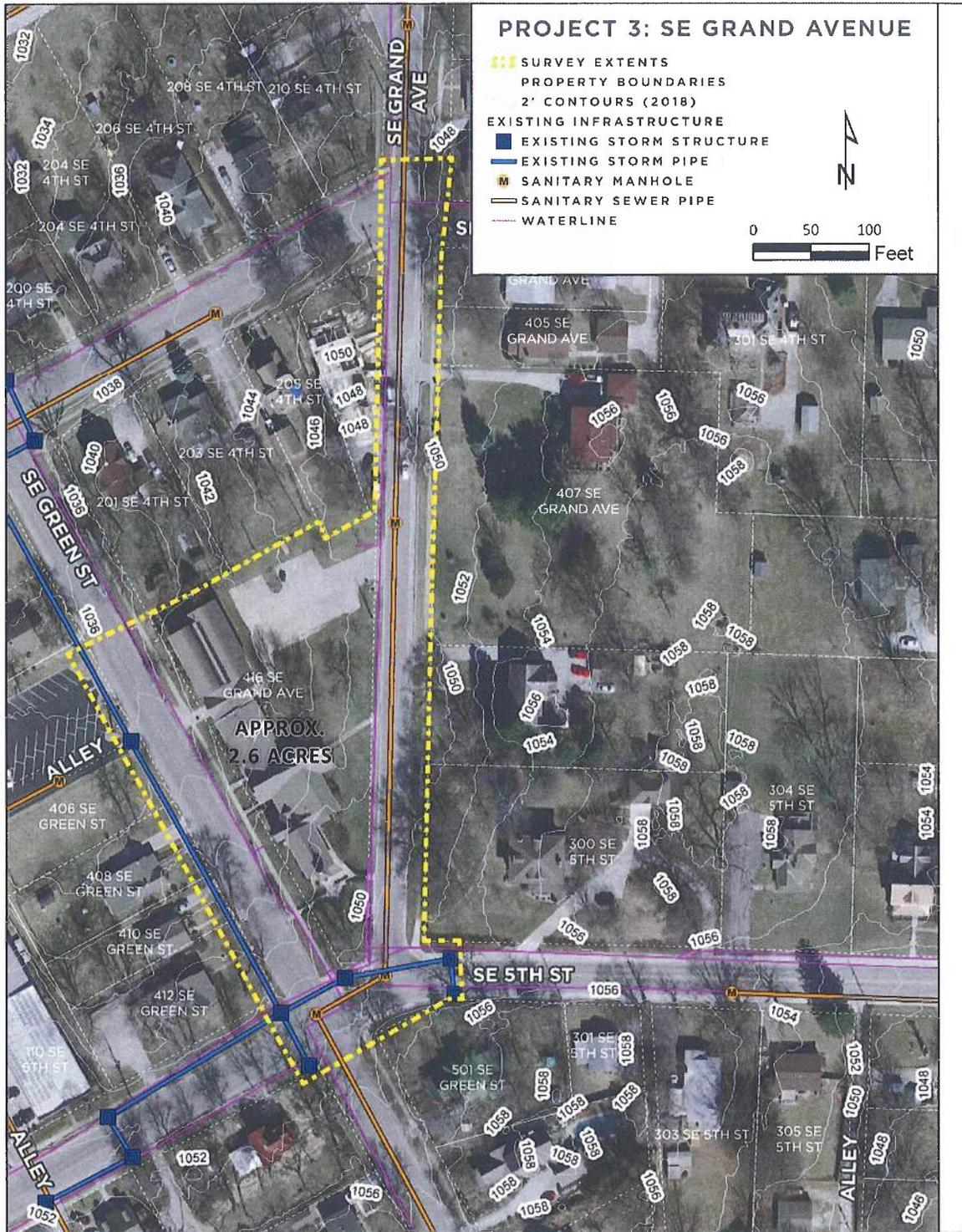


Figure 3: Site 3 Survey Extents

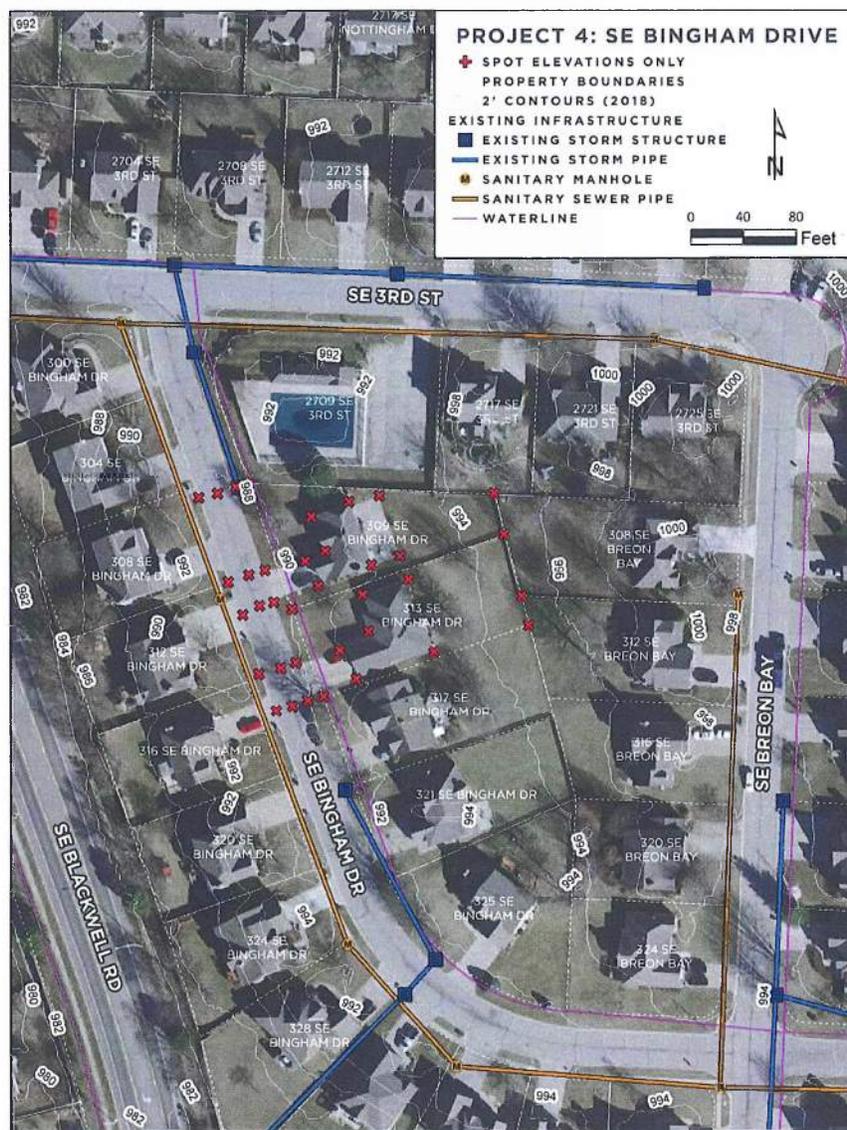


Task 203 Property Survey

ENGINEER shall provide limited field survey services for Site 4. The approximate location for survey shots to be collected are shown on Figure 5. For each shot the x, y location and a surface elevation shall be determined. All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum. An exhibit showing the survey shot locations, coordinates, and elevation shall be provided for Site 4. If the City determines that a topographic and utility survey is needed at either site an amendment to this scope of work will be required.

Deliverables: Topographic & Utility Survey for Sites 1, 2, 3, and 5. Parcel Spot Survey Exhibit for Site 4.

Figure 5: Site 4 Property Survey



TASK SERIES 300 - CONCEPT DESIGN & IMPROVEMENT RECOMMENDATION

Task 301 Concept Site Analyses

ENGINEER shall develop a concept level design to implement stormwater improvements at all five sites. The concept design evaluation shall include the following for each site:

1. Screen applicable stormwater improvement technologies that may be feasibly implemented on each site.
2. Prepare the necessary exhibits, including conceptual level layouts and exhibits to clearly describe the proposed stormwater improvement to achieve proposed level of service at each site.
3. For each site, evaluate the existing storm sewer system. Based on available mapping, preliminary field observations and best professional judgment, determine drainage characteristics, drainage area to each site, and potential additional runoff to be captured. Prepare hydrologic and hydraulic calculations to demonstrate capture runoff from a range of design storms including the 2-yr, 5-yr, 10-yr, 25-yr, 50-yr, and 100-yr design rainfall events. Modeling techniques will not be used to determine the storm runoff volume and depths. Atlas 14 rainfall data with Huff rainfall distributions will be used to analyze runoff volumes and rates.
4. Identify potential utility relocate or rehabilitation needs to accommodate proposed stormwater improvements. CITY shall provide CCTV inspection results and recommendations for sanitary sewer lines in the vicinity of the proposed improvements. CITY shall coordinate with internal water utilities that are identified within the proposed stormwater improvement extents.
5. Prepare a Class 4 opinion of probable construction cost for the required improvements consistent with ACE standards. ENGINEER will base estimates on typical unit costs for similar stormwater improvements from recent projects performed within the area. Unit costs will be developed from recent bid tabulations where available and will incorporate knowledge of current construction cost trends. Preliminary unit cost estimates will be provided to the CITY for review and comment prior to finalizing the conceptual cost estimate.

Task 302 Stormwater Improvement Recommendations

ENGINEER will provide a stormwater improvement recommendation for each site. The recommendation will be based on the data collected, interviews with property owners, coordination with City Staff, and the results of the concept site analysis. The recommended improvements will be presented the CITY. The improvement recommendations approved by the CITY will be carried forward to preliminary and final design.

Deliverables: Stormwater Improvement Recommendation technical memorandum.

TASK SERIES 400 - PRELIMINARY AND FINAL DESIGN (SITES 1, 2, 3, & 5)

ENGINEER shall prepare preliminary and final design plans for the selected stormwater improvements at Sites 1, 2, 3, and 5. A contract amendment or a separate contract will be required to complete design documents for Site 4.

Task 401 60% Design

ENGINEER will refine the hydrologic and hydraulic calculations for the selected improvements based on the concept design. The CITY will provide approval of the final stormwater runoff rates and volumes for the design.

ENGINEER shall prepare 60% design plans for Project Sites 1, 2, 3, and 5. The 60% complete design drawings for review will include general sheets, grading, pipe plan and profile, and standard details for each site. Plans will also include detailed information with respect to storm sewer improvement plans, connections to existing mains, roadway and sidewalk replacement, erosion and sediment control, and stormwater management plans. ENGINEER shall perform an internal quality control review of design documents and calculations; and incorporate quality control review comments prior to submittal.

ENGINEER shall prepare recommended project sequencing/phasing to maintain access to homes, businesses, streets, and to include traffic control and detour plans, where appropriate. ENGINEER will evaluate the sequence of construction, the necessity of coordination with other applicable projects, and examine issues of phasing and constructability in consultation with CITY. ENGINEER will develop phased construction descriptions and schematics as required for inclusion in the Construction Contract Documents.

1. CITY will provide a copy of its front-end contract documents and standard technical specifications for review. ENGINEER shall develop a specifications list for the Project and provide review comments for consideration by the CITY. The CITY's technical specifications shall be supplemented with technical specifications developed by ENGINEER, where appropriate.
2. ENGINEER will prepare an opinion of probable construction cost based on the 60% design plans and technical specifications developed. The 60% cost opinion level of accuracy presented by ENGINEER will be Class 2 or Control or Bid/Tender cost opinion in accordance with AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 2 estimate is commensurate with development of the design concept to a 30- to 70-percent level; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent.

Deliverables: ENGINEER shall submit the following for CITY review:

- Two (2) half-size and one (1) full-size printed and bound sets of 60% design plan sheets
- Two (2) printed copies of 60% technical specifications list, including supplemental specification sections to be developed by ENGINEER
- Two (2) printed copies of the 60% Opinion of Probable Construction Cost
- A single electronic file in PDF of all documents.

Task 402 90% Design

The 90% design submittal is meant to provide the CITY an opportunity to review the construction drawings prior to the 100% completion and before advancement to 100% design. ENGINEER shall continue to advance drawings during the 90% review period.

1. 90% Design Plan Sheets. Address review comments received from the CITY related to 60% submittal and incorporate them into the design documents. Prepare and submit drawings to the CITY for review and comment at the 90% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
2. 90% Technical Specifications. The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the ENGINEER. The supplemental technical specifications shall be provided by the ENGINEER. The CITY will be responsible for the preparation of all other CITY standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the ENGINEER for review. ENGINEER will provide review comments for CITY's incorporation as appropriate into the front-end documents and the technical specifications.
3. Improvement Renderings. Prepare graphic renderings of the proposed improvements. Provide one (1) plan view and up to two (2) perspective views for each project site.
4. 90% Opinion of Probable Construction Cost. Prepare an updated opinion of probable construction cost based on the 90% design plans and technical specifications developed, and any review comments received from the CITY related to ENGINEER's 60% opinion of probable construction cost submitted. The 90% cost opinion level of accuracy presented by ENGINEER will be Class 1 or Check Estimate or Bid/Tender cost opinion in accordance with AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 1 estimate is commensurate with development of the design concept to a 50- to 100-percent level; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.

Deliverables: ENGINEER shall submit the following for CITY review:

- Summary of 60% submittal CITY review comments and actions taken to address comments
- Two (2) half-size and one (1) full-size printed and bound sets of 90% design plan sheets
- Two (2) printed copies of 90% technical specifications sections developed by ENGINEER
- Two (2) printed copies of the 90% Opinion of Probable Construction Cost
- A single electronic file in PDF of all documents.

Task 403 100% Final Design & Construction Documents

The purpose of the 100% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to submitting for bidding the project for construction.

1. 100% Design Plan Sheets. Address review comments received from the CITY related to 90% submittal and incorporate them into the design documents. Prepare and submit drawings to the CITY for review and comment at the 100% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
2. 100% Technical Specifications. The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the ENGINEER. The supplemental technical specifications shall be provided by the ENGINEER. The CITY will be responsible for the preparation of all other CITY standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the ENGINEER for review. ENGINEER will provide review comments for CITY's incorporation as appropriate into the front-end documents and the technical specifications.
3. 100% Opinion of Probable Construction Cost. Prepare an updated opinion of probable construction cost based on the 100% design plans and technical specifications developed, and any review comments received from the CITY related to ENGINEER's 90% opinion of probable construction cost submitted. The 100% cost opinion level of accuracy presented by ENGINEER will be Class 1 or Check Estimate or Bid/Tender cost opinion in accordance with AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 1 estimate is commensurate with development of the design concept to a 50- to 100-percent level; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.

Deliverables. ENGINEER shall submit the following for CITY review:

- One (1) full-size set and two (2) half-size printed and bound sets of 100% plans, sealed and signed.
- Three (3) printed copies of 100% technical specifications developed by the ENGINEER.
- Three (3) printed copies of the 100% Opinion of Probable Costs.
- PDF files of plans, supplemental specifications, and 100% Opinion of Probable Costs.

Task 404 Easement Exhibits

Determine the locations and limits for permanent and temporary construction easements for sites 1, 2, 3, and 5, and review with CITY staff. CITY shall obtain "ownership and encumbrance" reports for each parcel of property where easements or acquisition is required immediately following the 60% and 100% design submittal. Prepare easement exhibits and legal descriptions for CITY's use in appraising the land and acquiring the required permanent and temporary easements upon notice to proceed from the CITY. Each easement will consist of a legal description

and an 8.5-inch by 11-inch (or 11-inch by 17-inch for larger parcels) drawing exhibit with the parcel identification and easement requirements including the affected land area size of the lot and the easements listed in square feet. Easement exhibits will be furnished in AutoCAD format and legal descriptions will be furnished in written and electronic format. Easement descriptions signed and sealed by a registered land surveyor will be prepared in accordance with Missouri requirements. Should additional easement exhibits and legal descriptions be required, the additional work will be performed as Optional Services approved by the CITY.

Prepare Easement Exhibits and Legal Descriptions: Prepare easement exhibits and descriptions. This task is based on preparing easements exhibits and legal descriptions for the following:

1. A maximum of eighteen (18) temporary easements
2. A maximum of eight (8) permanent easements

TASK SERIES 500 - BIDDING PHASE SERVICES (SITES 1, 2, 3, & 5)

ENGINEER shall provide bidding phase services for the final design at Sites 1, 2, 3, and 5.

Task 501 Bid Phase Services

ENGINEER will provide sealed contract documents including all necessary drawings and supplemental technical specifications to be provided to CITY for prospective bidders. ENGINEER will provide meeting agenda, materials, and minutes for a pre-bid conference to be held at City Hall in Lee's Summit, Missouri. ENGINEER will answer written questions from prospective bidders, and maintain record of telephone requests and questions that may be used in preparing addenda to the Contract Documents. ENGINEER will prepare and provide addenda to the CITY for distribution, as appropriate, to interpret, clarify or expand the Contract Documents, as necessary.

Construction phase services are not included in this scope of work. Any construction phase services added to the project will be addressed through an amendment to this scope of work.

II. CITY'S RESPONSIBILITIES

CITY will furnish, as required by Basic Services and not at the expense of the ENGINEER, the following items:

- A. Provide available information pertinent to the PROJECT including GIS layers, previous reports, as-built drawings, survey, O&M records and any other data relative thereto.
- B. CITY's Project Manager will coordinate meetings between City staff and the ENGINEER.
- C. CITY will provide review comments on all deliverables within fourteen (14) calendar days for incorporation into the design documents, unless otherwise agreed upon between the ENGINEER and the CITY.
- D. Provide property owner notification and assist ENGINEER in contacting property owners
- E. Provide City front-end templates for the final construction documents.

(End of Scope of Services)

Exhibit A
 Schedule of Professional Service Billing Rates
 Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$63.00
Technician *	6	\$79.00
Assistant *	7	\$91.00
	8	\$122.00
	9	\$148.00
Staff *	10	\$169.00
	11	\$185.00
Senior	12	\$204.00
	13	\$227.00
Associate	14	\$236.00
	15	\$244.00
	16	\$249.00
	17	\$252.00

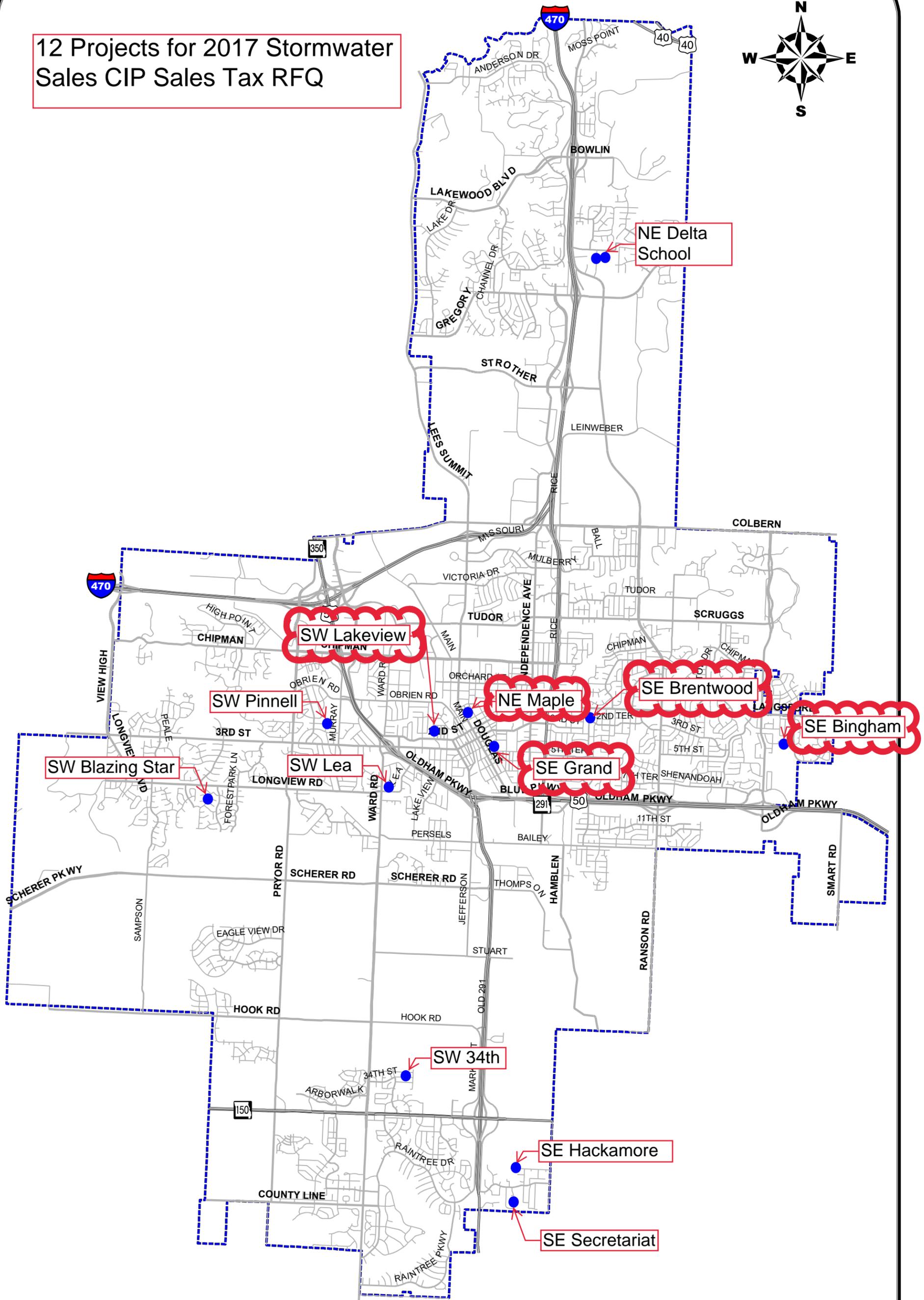
Unit Cost Rates

<u>Description</u>	<u>Unit Cost</u>
Flow Meter Installation	\$500.00/each
Rain Gauge Installation	\$300.00/each
Flow Monitoring (minimum 5 meters)	\$60.00/meter-day (90-day base)
	\$65.00/meter-day (60-day base)
Rain Gauge Monitoring	\$12.00/gauge-day

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2019, and are subject to revision thereafter.

12 Projects for 2017 Stormwater Sales CIP Sales Tax RFQ



Packet Information

File #: TMP-1304, **Version:** 1

An Ordinance authorizing the execution of the first amendment to Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

Issue/Request:

An Ordinance authorizing the execution of the first amendment to Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

Key Issues:

- An agreement between Jackson County and the City of Lee's Summit was reached on 4/18/18 allowing the City to make improvements to Chipman Road through the Rock Island Corridor right of way which includes the removal of the 1-lane railroad bridge.
- The City is funding the removal of the 1-lane railroad bridge and the County is funding the design and construction of the new pedestrian bridge to accommodate the shared use pathway over Chipman Road.
- The County and City agree that the new pedestrian bridge should be included as an alternate bid in the City's Chipman Road Improvements Project.
- The County will remit \$15,000.00 to the City in advance for the design of the new pedestrian bridge over Chipman Road.

Proposed City Council Motion:

I move to recommend to City Council approval of an Ordinance authorizing the execution of the first amendment to Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

Background:

In April of 2018, the City and Jackson County Rock Island Rail Corridor Authority (RIRCA) executed an agreement that gave the City rights to make improvements to Chipman Road through the RIRCA right of way which includes the removal of the 1-lane railroad bridge over Chipman Road. The agreement also included the payment of \$2 million dollars by the City to the County to facilitate the construction of a bridge that could carry common freight rail traffic. The freight rail capability was necessary to comply with the condition of federal grant money the County used to purchase the rail corridor. As part of the agreement, the County could choose to construct a new accessory bridge to accommodate RIRCA's shared use pathway over Chipman

Road. In the future, the County could construct a freight rail bridge, if required, at no additional cost to the City.

Since the re-start of the Chipman Road Improvements Project in July of 2018, City staff and the County have had several conversations regarding the timing of the existing bridge removal by the City and the construction of a new bridge by the County. In order to eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing for the shared use pathway at Chipman Road, the City and County have agreed to include the construction of a new pedestrian bridge as an alternate bid in the City's Chipman Road Improvements Project.

This first amendment to the Cooperative Agreement covers the design work of the new pedestrian bridge. The County has agreed to remit \$15,000.00 to the City in advance of Wilson & Company designing the new bridge and including it in the City's Project as an alternate bid. A second amendment will be required if the County accepts the alternate bid for construction of the bridge. The second amendment is necessary to cover the cost of construction and inspections of the bridge, which will be paid by the County to the City in advance of construction.

Impact/Analysis:

This amendment to the Cooperative Agreement will allow the City to include the design of the new pedestrian bridge in the City's Chipman Road Project as an alternate bid and if accepted by the County will eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing at Chipman Road.

Timeline:

Construction start date summer of 2020

Craig Kohler, Senior Staff Engineer

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of the first amendment to Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR PAYMENT OF FUNDS FROM JACKSON COUNTY, MISSOURI TO CITY OF LEE'S SUMMIT, MISSOURI FOR THE DESIGN OF A NEW PEDESTRIAN BRIDGE TO ACCOMMODATE THE SHARED USE PATHWAY OVER CHIPMAN ROAD.

WHEREAS, Jackson County, Missouri ("County") and the City of Lee's Summit, Missouri ("City") entered into a Cooperative Agreement dated April 18, 2018 to cover the County's installation of a shared use pathway along the Rock Island Corridor ("Corridor") within the City of Lee's Summit and the City's improvements to Chipman Road ("Project") which includes removal of the Chipman Road railroad bridge; and

WHEREAS, City is funding the removal of the existing Chipman Road railroad bridge as part of the Project and County is funding the design and construction of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road; and

WHEREAS, In order to eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing at Chipman Road during the removal of the existing railroad bridge and installation of the new pedestrian bridge, City and County have agreed to include the construction of the new pedestrian bridge as an alternate bid in the City's Project; and

WHEREAS, County has agreed to remit \$15,000.00 to the City in advance for the design of a new pedestrian bridge over Chipman Road and will negotiate a second amendment with the City for an additional remittance, upon acceptance of the alternate bid for the new pedestrian bridge, for the sum necessary to cover the cost of construction and inspections of the new bridge.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby approves the first amendment to the Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution by the Mayor of the first amendment to the Cooperative Agreement for payment of funds from Jackson County, Missouri to City of Lee's Summit, Missouri for the design of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road. Said first amendment to the Cooperative Agreement is attached hereto and 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 Counsel of Infrastructure and Planning
Office of City Attorney

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

This First Amendment to the Cooperative Agreement is made as of _____, 2019, between Jackson County, Missouri (the “County”) and the City of Lee’s Summit, Missouri (the “City”).

Recitals

A. County and City entered into a Cooperative Agreement dated April 18, 2018 to cover the County’s installation of a shared use pathway along the Rock Island Corridor (“Corridor”) within the City of Lee’s Summit and the City’s improvements to Chipman Road (“Project”) which includes removal of the Chipman Road railroad bridge and payment by the City to County of the sum of \$2 Million Dollars in complete satisfaction of the City’s obligation with respect to the Chipman Road Project, and the County agreeing among other items of performance, to build an accessory bridge which payment has been made.

B. City is funding the removal of the existing Chipman Road railroad bridge as part of the Project and County is funding the design and construction of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

C. In order to eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing at Chipman Road during the removal of the existing railroad bridge and installation of the new pedestrian bridge, City and County have agreed to include the construction of the new bridge as an alternate bid in the City’s Project.

D. County selected Wilson & Company, design firm for the City’s Project, as design firm for the new pedestrian bridge.

E. County agreed to make payment to City in advance for overseeing design and construction work for the new pedestrian bridge.

F. This First Amendment to the Cooperative Agreement covers the design work of the new pedestrian bridge. A separate amendment will be negotiated in the future if County accepts the alternate bid for construction of the bridge. The separate amendment is necessary to cover the cost of construction and inspections of the bridge, which will be paid by the County to the City before construction begins.

G. Wilson & Company was selected by the City as the most qualified firm for the Project through a qualification based selection process.

Therefore, the parties agree as follows:

A. The following sections are hereby amended as indicated:

Sec. 4. Chipman Road Bridge. Subsection d is amended as follows:

d. Design and construction of new pedestrian bridge over Chipman Road.

The design and construction of the new pedestrian bridge over Chipman Road will be included in the City's Project as an alternate bid. The County will be responsible for the cost of the design and construction (if alternate bid is acceptable) of the new pedestrian bridge.

i. Obligations of County. County agrees to:

Expend only local dollars in this project including the funds to be remitted to the City or used to pay the contractor. In no event shall federal funds received by the County be used for this project.

Remit to City, upon approval of this agreement by County Executive, the sum of \$15,000.00 (fifteen thousand dollars) for the design of a new pedestrian bridge over Chipman Road, provided however that if City fails to fulfill its obligations as set forth in this Cooperative Agreement, County shall be entitled to withhold in full, or recover in full if already remitted to City, County's contribution.

Remit to City, the approved alignment and design criteria for the new pedestrian bridge in a timely manner and in general accordance with the adopted Project design schedule.

Review and approve plans and specifications submitted by City in a timely manner and in general accordance with the adopted Project design schedule.

Negotiate separate amendment with City, upon acceptance of alternate bid for new pedestrian bridge, for the sum necessary to cover the cost of construction and inspections of the new bridge.

If the alternate bid is unacceptable, the County would have the right to re bid the bridge construction as a separate project utilizing the design produced by Wilson & Company.

Comply with all other requirements applicable to County as set forth in this Cooperative Agreement.

ii. Obligations of City. City agrees to:

Accept the sum of \$15,000.00 (fifteen thousand dollars) from County and maintain the same intact to be spent exclusively on the design of the new pedestrian bridge set forth in this Cooperative Agreement and none others.

Exercise general supervision over the design of the new pedestrian bridge. The design year shall be 2019.

Ensure that all plans, drawings, and specifications for the pedestrian bridge conform to County's standards for structures, subject to County's right to issue variances to these standards as it deems necessary.

Provide to County the new pedestrian bridge plans and specifications at key milestones for County's review, comments and final approval. Ensure final approval is received from County prior to project advertisement. Deliverable plans and specifications will include Preliminary plans, Final Plans and Project Manual (technical specifications) for the Project.

Bid the City's Project through the City's standard bidding procedures, anticipated for 2020, with the costs for the construction of the pedestrian bridge as an alternate bid on the City's bid form, which will ensure costs to construct bridge are evident.

Negotiate separate amendment with County, upon acceptance of alternate bid for new pedestrian bridge, for the sum necessary to cover the cost of construction and inspections of the new pedestrian bridge.

Provide to County an accounting sufficient to satisfy County that the funds contributed by County herein were spent in accordance with the terms of this Cooperative Agreement, and provide such additional supporting documentation as may be required by County to establish City's compliance with all other terms and conditions of this Cooperative Agreement.

Comply with all other requirements applicable to City as set forth in this Cooperative Agreement.

B. Sections not Amended. All other sections of the Cooperative Agreement, unmodified by the terms and provisions of this First Amendment shall remain in full force and effect.

C. Execution Documents. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

JACKSON COUNTY, MISSOURI

LEE'S SUMIT, MISSOURI

By: _____

Frank White Jr.

Title: Jackson County Executive

By: _____

William A. Baird

Title: Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

Mary Jo Spino

Title: Clerk of the Legislature

By: _____

Trisha Fowler Arcuri

Title: City Clerk

Ord No. _____

Approved As to Form:

Approved As to Form:

County Counselor

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

EXHIBIT A
Rock Island Pedestrian Bridge over Chipman Road
Scope of Services

May 30, 2019

General Scope of Services

The purpose of this agreement is to provide professional design services to develop Final Construction Plans, Specifications, and Estimates for the Rock Island Trail Pedestrian Bridge over Chipman Road. The proposed bridge will be included with the Chipman Road plans.

Detailed Scope of Services

Task 1 – Preliminary Plans (approximately 60% Complete)

The Consultant will prepare Preliminary Plans for the Rock Island Trail Pedestrian Bridge using the same plan format as the Chipman Road Improvements. The bridge will be a prefabricated model similar to other pedestrian bridges installed by the County along the trail. Abutments will be designed based on previously obtained geotechnical information and bridge manufacturer recommendations. Plan sheets will use the topographic survey collected for the Chipman Road design. A field review will be held with the City of Lee's Summit and Jackson County to determine the preferred alignment. The alignment will be selected to accommodate future planned improvements along the Rock Island corridor.

List of Sheets – The list of sheets to be included will be as follows:

- General Notes
 - Plan Sheets
 - Bridge Layout
 - Abutment Retaining Wall Plan and Profile Sheets
 - Summary of Quantities
 - Construction Phasing Sheet
 - Pedestrian Detour Plan Sheet
 - Miscellaneous Details
- 1.1 Design – The Consultant will prepare the preliminary plans based on the notes, measurements, and recommendations noted in the Field Review.
 - 1.2 Cost Estimate – The Consultant shall prepare a Cost Estimate using bid items and recent bid tabs provided by the City.
 - 1.3 Plan Submittal – Preliminary Plans will be submitted to the City and the County for review and comments.
 - 1.4 Preliminary Plan Meeting – The Consultant shall meet with the City and County staff to review the plans and discuss any comments.

Task 2 – Final Plan Development

The Consultant will prepare Final Plans for the purpose of bidding for construction. The list of sheets to be included will be as follows:

- General Notes
- Plan Sheets
- Bridge Layout
- Abutment Retaining Wall Plan and Profile Sheets
- Manhole Adjustment Details
- Summary of Quantities
- Construction Phasing Sheet
- Pedestrian Detour Plan Sheet
- Miscellaneous Details

Also, finalize any proposed project specifications.

- 2.1 Plan Revisions – The Consultant will revise the plans and specifications according to any comments received.
- 2.2 Cost Estimate – The Consultant shall revise the Cost Estimate using the recent bid tabs provided by the City.
- 2.3 Plan Submittal – Submit Final Plans and specifications to the City and County for review and comment.
- 2.4 Plan Revisions – The Consultant will prepare Final Plans, Specifications, and Estimate based on comments received in the final plan review.
- 2.5 Plan Submittal to City for Bids – The Consultant will incorporate the plans into the Chipman Road Improvements plans for bidding.

Task 3 – Project Management and Quality Control

- 3.1 This task will include coordination of the Consultant's Project Team, progress reporting to the City/County, and providing timely response to the City from the Project Manager. The Consultant shall provide a quality assurance/ quality control (QA/QC) check for each of the plan and quantity submittals (Preliminary and Final).



Proj.: Chipman Road
 By: JCKlautt
 Date: **May 31, 2019**
 Client: Lee's Summit, MO
 Notes: Ashurst Extension

EXHIBIT A
FEE ESTIMATE WORKSHEET

Fee Revid	CDP
Date:	05/31/19

TASK	WORK TASK DESCRIPTION	ESTIMATED MANHOURS				TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		P6 Project Manager \$190.00	P5 Structural Engineer \$170.00	P2 Design Engineer \$96.00	PD2 CADD Designer \$81.00				
Rock Island Pedestrian Bridge									
Task 1	Preliminary Plans	2	20	40	20	\$ 9,240.00	\$ 70.00	\$ 9,310.00	
Task 2	Final Plans		8	20	20	\$ 4,900.00	\$ 70.00	\$ 4,970.00	
Task 3	Project Management and Quality Control	2	2		4	\$ 720.00	\$ -	\$ 720.00	
	Subtotal	4	30	60	40	\$ 14,860.00	\$ 140.00	\$ 15,000.00	

TOTALS	4	30	60	40	134.00	\$ 14,860.00	\$ 140.00	\$ 15,000.00
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Packet Information

File #: TMP-1305, **Version:** 1

An Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- The City and Wilson & Company, Inc. entered into an agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services.
- The Cooperative Agreement, dated 4/18/18, between Jackson County and the City is being amended to include the County funded pedestrian bridge over Chipman Road as an alternate bid in the City's Chipman Road Improvements Project.
- The City desires to modify the base agreement with Wilson & Company, Inc. to provide additional scope of engineering services during design.
- Wilson & Company, Inc. has submitted a proposal for the amended engineering services and an estimate of engineering cost to perform these services.

Proposed City Council Motion:

I move to recommend to City Council approval of an Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City Manager to enter into an agreement for the same.

Background:

In April of 2018, the City and Jackson County Rock Island Rail Corridor Authority (RIRCA) executed an agreement that gave the City rights to make improvements to Chipman Road through the RIRCA right of way which includes the removal of the 1-lane railroad bridge over Chipman Road. The agreement also included the payment of \$2 Million Dollars by the City to the County to facilitate the construction of a new accessory bridge, funded by the County, to accommodate RIRCA's shared use pathway over Chipman Road.

After the execution of the Cooperative Agreement, the City and Wilson & Company, Inc. entered into an agreement (July 3, 2018) for professional engineering design services for the re-start of the Chipman Road Improvements project from View High Drive to Bent Tree Drive. Since the restart, City staff and the County have been in contact several times regarding the timing of the existing 1-lane railroad bridge removal by the City and the construction of a new accessory bridge by the County. In order to eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing for the shared use pathway at Chipman Road, the City and County have amended the April 2018 Cooperative Agreement to include the construction of a new pedestrian bridge as an alternate bid in the City's Chipman Road Improvements Project.

The first amendment to the Cooperative Agreement covers the County's cost for the design of the new pedestrian bridge and inclusion of the design as an alternate bid in the City's Chipman Road Improvement Project. The County has agreed to Wilson & Company's submitted Scope of Services and cost required for the new pedestrian bridge design. The County will remit \$15,000.00 to the City in advance of Wilson & Company designing the new bridge and including it in the City's Project.

Impact/Analysis:

This modification to the agreement will allow the City to include the design and construction of the new pedestrian bridge in the City's Chipman Road Project as an alternate bid and if accepted by the County will eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing at Chipman Road.

Timeline:

Construction start date summer of 2020

Craig Kohler, Senior Staff Engineer

Recommendation: Staff recommends approval of an Ordinance authorizing the execution of Modification No. 2 to the agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive with Wilson & Company, Inc., for an increase of \$15,000.00 with an amended not to exceed amount of \$406,340.00, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation:

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 2 TO THE AGREEMENT DATED JULY 3, 2018 (RFQ NO. 73-3221) FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CHIPMAN ROAD IMPROVEMENTS FROM VIEW HIGH DRIVE TO BENT TREE DRIVE WITH WILSON & COMPANY, INC., FOR AN INCREASE OF \$15,000.00 WITH AN AMENDED NOT TO EXCEED AMOUNT OF \$406,340.00, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City and Wilson & Company, Inc. (hereinafter "Engineer") entered into an agreement dated July 3, 2018 (RFQ No. 73-3221) for professional engineering services; and,

WHEREAS, the City desires to modify the base agreement with Engineer to provide additional scope of engineering services during design; and,

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

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

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby approves the second modification to the agreement for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive (RFQ No. 73-3221).

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of the second modification to the agreement for professional engineering services for the Chipman Road Improvements from View High Drive to Bent Tree Drive (RFQ No. 73-3221). Said contract is on file with the City of Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

ATTEST:

Mayor William A. Baird

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 Counsel of Infrastructure and Planning
Office of City Attorney

**MODIFICATION NO. 2 TO AGREEMENT
DATED 07/03/2018 (RFQ NO. 73-3221)
FOR PROFESSIONAL ENGINEERING SERVICES
FOR CHIPMAN ROAD from VIEW HIGH DRIVE to BENT TREE DRIVE**

THIS MODIFICATION TO AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Wilson & Company, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated 07/03/2018 (RFQ No. 73-3221) for professional engineering services for Chipman Road from View High Drive to Bent Tree Drive (hereinafter "Base Agreement"); and

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

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

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

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

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

Article I of the Base Agreement, as amended, is hereby amended as shown in Exhibit A, entitled "Rock Island Pedestrian Bridge over Chipman Road Scope of Services", attached hereto and incorporated herein by reference.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

Article IV of the Base Agreement, as amended, is hereby amended to provide additional compensation to Engineer as follows:

- A. The additional compensation to be paid to Engineer for the amended Basic Services described in Article I, of this Modification No. 2, above shall not exceed the total sum of Fifteen Thousand Dollars (\$15,000.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Three Hundred Eighty Eight Thousand Four Hundred Ninety Three Dollars (\$388,493.00).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Four Hundred Six Thousand Three Hundred Forty Dollars (\$406,340.00).

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

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

This Modification No. 2 to Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

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

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

ATTEST:

City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

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

ENGINEER:



BY: Justin C. Klaudt
TITLE: Operations Manager

ATTEST:



EXHIBIT A
Rock Island Pedestrian Bridge over Chipman Road
Scope of Services

May 30, 2019

General Scope of Services

The purpose of this agreement is to provide professional design services to develop Final Construction Plans, Specifications, and Estimates for the Rock Island Trail Pedestrian Bridge over Chipman Road. The proposed bridge will be included with the Chipman Road plans.

Detailed Scope of Services

Task 1 – Preliminary Plans (approximately 60% Complete)

The Consultant will prepare Preliminary Plans for the Rock Island Trail Pedestrian Bridge using the same plan format as the Chipman Road Improvements. The bridge will be a prefabricated model similar to other pedestrian bridges installed by the County along the trail. Abutments will be designed based on previously obtained geotechnical information and bridge manufacturer recommendations. Plan sheets will use the topographic survey collected for the Chipman Road design. A field review will be held with the City of Lee's Summit and Jackson County to determine the preferred alignment. The alignment will be selected to accommodate future planned improvements along the Rock Island corridor.

List of Sheets – The list of sheets to be included will be as follows:

- General Notes
- Plan Sheets
- Bridge Layout
- Abutment Retaining Wall Plan and Profile Sheets
- Summary of Quantities
- Construction Phasing Sheet
- Pedestrian Detour Plan Sheet
- Miscellaneous Details

- 1.1 Design – The Consultant will prepare the preliminary plans based on the notes, measurements, and recommendations noted in the Field Review.
- 1.2 Cost Estimate – The Consultant shall prepare a Cost Estimate using bid items and recent bid tabs provided by the City.
- 1.3 Plan Submittal – Preliminary Plans will be submitted to the City and the County for review and comments.
- 1.4 Preliminary Plan Meeting – The Consultant shall meet with the City and County staff to review the plans and discuss any comments.

Task 2 – Final Plan Development

The Consultant will prepare Final Plans for the purpose of bidding for construction. The list of sheets to be included will be as follows:

- General Notes
- Plan Sheets
- Bridge Layout
- Abutment Retaining Wall Plan and Profile Sheets
- Manhole Adjustment Details
- Summary of Quantities
- Construction Phasing Sheet
- Pedestrian Detour Plan Sheet
- Miscellaneous Details

Also, finalize any proposed project specifications.

- 2.1 Plan Revisions – The Consultant will revise the plans and specifications according to any comments received.
- 2.2 Cost Estimate – The Consultant shall revise the Cost Estimate using the recent bid tabs provided by the City.
- 2.3 Plan Submittal – Submit Final Plans and specifications to the City and County for review and comment.
- 2.4 Plan Revisions – The Consultant will prepare Final Plans, Specifications, and Estimate based on comments received in the final plan review.
- 2.5 Plan Submittal to City for Bids – The Consultant will incorporate the plans into the Chipman Road Improvements plans for bidding.

Task 3 – Project Management and Quality Control

- 3.1 This task will include coordination of the Consultant's Project Team, progress reporting to the City/County, and providing timely response to the City from the Project Manager. The Consultant shall provide a quality assurance/ quality control (QA/QC) check for each of the plan and quantity submittals (Preliminary and Final).



Proj.: Chipman Road
 By: JCKlaudt
 Date: **May 31, 2019**
 Client: Lee's Summit, MO
 Notes: Ashurst Extension

EXHIBIT A
FEE ESTIMATE WORKSHEET

Fee Revid	CDP
Date:	05/31/19

TASK	WORK TASK DESCRIPTION	ESTIMATED MANHOURS				TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		P6 Project Manager \$190.00	P5 Structural Engineer \$170.00	P2 Design Engineer \$96.00	PD2 CADD Designer \$81.00				
Rock Island Pedestrian Bridge									
Task 1	Preliminary Plans	2	20	40	20	\$ 9,240.00	\$ 70.00	\$ 9,310.00	
Task 2	Final Plans	2	8	20	20	\$ 4,900.00	\$ 70.00	\$ 4,970.00	
Task 3	Project Management and Quality Control	2	2		4	\$ 720.00	\$ -	\$ 720.00	
	Subtotal	4	30	60	40	\$ 14,860.00	\$ 140.00	\$ 15,000.00	

TOTALS	4	30	60	40	\$ 14,860.00	\$ 140.00	\$ 15,000.00
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Packet Information

File #: TMP-1308, **Version:** 2

An Ordinance approving Change Order #3 to the contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89.

Issue/Request:

An Ordinance approving Change Order #3 to the contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89.

Key Issues:

- Several items involving sanitary sewer and water relocation are being revised to match final measured quantities.
- The jointing of the concrete pavement was revised to match the recommendations of the America Concrete Pavement Association.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order #3 to the contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89.

Background:

While reviewing the pavement joint details with the contractor, it was discovered the original jointing plan was designed for 9 inch thick pavement. Because the pavement on this project is 8 inches thick, smaller pavement panels were desired. This was confirmed with the American Concrete Pavement Association. This change resulted in a significant increase of both transverse and longitudinal joints. This change order also adjusts the final quantities of work associated with the relocation of sanitary and water items.

Impact/Analysis:

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

Michael Anderson, Construction Manager

Recommendation: Staff recommends approval of an Ordinance approving Change Order #3 to the contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89.

Committee Recommendation:

BILL NO. 19-xxx

AN ORDINANCE APPROVING CHANGE ORDER #3 TO THE CONTRACT WITH EMERY SAPP & SONS FOR THE WARD ROAD (COUNTY LINE TO GORE) IMPROVEMENT PROJECT, AN INCREASE OF \$158,670.39 FOR A REVISED CONTRACT PRICE OF \$4,113,839.89.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, being undertaken by the City's Public Works Department; and,

WHEREAS, several items involving sanitary sewer and water relocation are being revised to match final measured quantities; and,

WHEREAS, the jointing of the concrete pavement was revised to match the recommendations of the America Concrete Pavement Association.

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. 3 to the contract between the City of Lee's Summit, Missouri and Emery Sapp & Sons for the Ward Road (County Line to Gore) improvement project, an increase of \$158,670.39 for a revised contract price of \$4,113,839.89, a true and accurate copy attached hereto as Change Order No. 3 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.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-xxx

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



Lee's Summit

Change Order Details

Ward Road Improvements (County Line Road to Gore Road)

Description	Reconstruction of approximately one (1) mile of Ward Road. The project includes concrete pavement, curb and gutter, concrete sidewalk and trail, enclosed drainage system, lighting, pavement marking and signing, traffic control, waterline relocations, and sanitary sewer relocation and adjustments. Project Number: 18532272 Purchase Order: #123253 Fund: 322 (Road) 316 (Water) Contractor: Emery Sapp & Sons, Inc.
Prime Contractor	Emery Sapp & Sons 2301 Interstate 70 Drive NW Columbis, MO 65202-0266
Change Order	3
Status	Pending
Date Created	02/11/2019
Type	City Council Approval
Summary	Updates for Water Main, Sanitary Sewer, PCCP Joints
Awarded Project Amount	\$3,979,743.10
Authorized Project Amount	\$3,955,169.50
Change Order Amount	\$158,670.39
Revised Project Amount	\$4,113,839.89

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Section: 1 - City of Lee's Summit-Road Fund

0080	80	LF	\$69.000	29.000	\$2,001.00	24.000	\$1,656.00	53.000	\$3,657.00
Sanitary Sewer Pipe (6" PVC)									

Reason: Additional sanitary service line was found at 1410 N Ward Road that had to be relocated to clear new storm sewer line.

Funding Details

185-316-83 (Water Fund)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
185-322-72 (Road Fund)	29.000	\$2,001.00	24.000	\$1,656.00	53.000	\$3,657.00		
185-322-72 (Road Fund-PWSD #3 Cass)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0084	84	LF	\$100.000	15.000	\$1,500.00	18.000	\$1,800.00	33.000	\$3,300.00
Sanitary Pipe Encasement (EST)									

Reason: Additional sanitary pipe encasement was recommended by the engineer at sta 137+09 where a new storm pipe was installed over the existing sanitary line.

Funding Details

185-316-83 (Water Fund)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
185-322-72 (Road Fund)	15.000	\$1,500.00	18.000	\$1,800.00	33.000	\$3,300.00		
185-322-72 (Road Fund-PWSD #3 Cass)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Section: 2 - City of Lee's Summit-Water Fund

0085	85	LF	\$109.000	485.100	\$52,875.90	98.000	\$10,682.00	583.100	\$63,557.90
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Water Line Pipe (12" PVC)

Reason: This additional 12" PVC waterline was required at Sta 128+75± due to the existing water main being much deeper than the plans showed. This additional line was required to avoid installing an additional air release valve.

Funding Details									
			185-316-83 (Water Fund)	485.100	\$52,875.90	98.000	\$10,682.00	583.100	\$63,557.90
			185-322-72 (Road Fund)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			185-322-72 (Road Fund-PWSD #3 Cass)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0093	93	EA	\$3,486.000	1.000	\$3,486.00	1.000	\$3,486.00	2.000	\$6,972.00
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Air Relief Valve Assembly, New

Reason: At Sta 130+25± the existing water main was found to be deeper than the plan indicated and the water main relocation installed at this area had to 'dive down' to match up with the existing line which resulted in a high spot in the main. This ARV is necessary to release air that may become trapped at this high point in the water main.

Funding Details									
			185-316-83 (Water Fund)	1.000	\$3,486.00	1.000	\$3,486.00	2.000	\$6,972.00
			185-322-72 (Road Fund)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			185-322-72 (Road Fund-PWSD #3 Cass)	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0113	113-C	LF	\$205.000	180.500	\$37,002.50	66.000	\$13,530.00	246.500	\$50,532.50
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Water Line Pipe (12" DIP)-Revised

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: This additional 12" DIP waterline was required at Sta 128+75± due to the existing water main being much deeper than the plans showed. This additional line was required to avoid installing an additional air release valve.

Funding Details								
	185-316-83 (Water Fund)		180.500	\$37,002.50	66.000	\$13,530.00	246.500	\$50,532.50
	185-322-72 (Road Fund)		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	185-322-72 (Road Fund-PWSD #3 Cass)		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
5 items	Totals			\$96,865.40		\$31,154.00		\$128,019.40

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - City of Lee's Summit-Road Fund					
0117	117-C	LS	1.000	\$2,700.000	\$2,700.00
Additional Tree Removal					
Reason: Resident @ 1304 N Ward Road was told this tree would be removed as part of their agreement, but was inadvertently left off the plans.					
Funding Details					
	185-322-72 (Road Fund)		1.000	\$2,700.000	\$2,700.00
0118	118-C	EA	2.000	\$2,037.000	\$4,074.00
Drop Sanitary Manhole					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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Reason: Manhole A1 was shown as standard manholes in the plans, but during construction it was found that the two inlet pipes were about 3' higher than the new invert therefore a drop manhole was required.

Funding Details					
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			185-322-72 (Road Fund)	2.000	\$2,037.000	\$4,074.00
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0119	119-C	EA		1.000	\$225.750	\$225.75
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Additional Traffic Control Sign

Reason: The City requested an additional sign at the intersection of Ward Road and County Line Road to clarify the detour.

Funding Details					
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			185-322-72 (Road Fund)	1.000	\$225.750	\$225.75
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0120	120-C	LS		1.000	\$114,616.640	\$114,616.64
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Additional Joints in 8" PCCP

Reason: After a recommendation by the American Concrete Pavement Association (ACPA) the City Engineer requested that the contractor use a smaller panel size than was originally designed. This change resulted in a increase in the number of both transverse and longitudinal joints. This pay item is for all material and labor costs associated with the change in jointing plan.

Funding Details					
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			185-322-72 (Road Fund)	1.000	\$114,616.640	\$114,616.64
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Section: 2 - City of Lee's Summit-Water Fund

0116	116-C	LS		1.000	\$5,900.000	\$5,900.00
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Shoring for Deep Waterline

Reason: The existing water main at Sta 128+75± was found to be much deeper that what was indicated on the construction plans. As a result this shoring was required for the

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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contractor to be able to safely install the new water main.

Funding Details				
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	185-316-83 (Water Fund)		1.000	\$5,900.000	\$5,900.00
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5 items					Total: \$127,516.39
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Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
185-322-72 (Road Fund)	\$3,638,370.90	\$3,635,376.90	\$125,072.39	\$3,760,449.29
185-316-83 (Water Fund)	\$192,177.00	\$159,845.40	\$33,598.00	\$193,443.40
185-322-72 (Road Fund-PWSD #3 Cass)	\$149,195.20	\$159,947.20	\$0.00	\$159,947.20
3 fund packages	\$3,979,743.10	\$3,955,169.50	\$158,670.39	\$4,113,839.89

Doc Express Document Signing History

Contract: Ward Road Improvements (South) Document: Ward Road (South) Change Order 03

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
06/04/2019	BOB SNYDER Emery Sapp & Sons, Inc. - KC Branch Electronic Signature (Approved by Contractor)
	(Approved by Construction Manager)
	(Approved by City Engineer)
	(Approved by Director of PW)
	(Approved by Assit. Dir of WU)
	(Approved by Director of WU)
	(Approved as to Form, Office of the City Attorney)
	(Approved by City Manager)
	(Attested by the City Clerk)

Packet Information

File #: TMP-1309, **Version:** 1

An Ordinance approving Change Order #2 to the contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14.

Issue/Request:

An Ordinance approving Change Order #2 to the contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14.

Key Issues:

- Additional sod was required to restore the project to match the existing surroundings.
- Thermoplastic pavement markings needed to be added to this contract.
- Optional signal equipment was purchased with this contract.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order #2 to the contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14.

Background:

The thermoplastic pavement marking for this project was originally included with the overlay project, as that project would immediately follow the completion of the signal project. As a result of the recent flooding in Nebraska, the delivery of the signal equipment was significantly delayed, leading to the delay in the completion of this project. As a result, the thermoplastic pavement markings were removed from the overlay project and put back into this project. Additionally, much more area was disturbed during construction of the ADA ramps in order to match existing grades and remain ADA compliant. As a result, additional sod was required to properly restore the ground. Finally, the Contractor received additional switches and modules from the signal supplier by mistake. In lieu of returning the additional equipment, the contractor offered to sell the equipment to the city at their cost. The traffic operations section decided to purchase this equipment to keep in their emergency supply.

Impact/Analysis:

Timeline:

File #: TMP-1309, **Version:** 1

Start: ____

Finish: ____

Other Information/Unique Characteristics:

Michael Anderson, Construction Manager

Recommendation: Staff recommends approval of an Ordinance approving Change Order #2 to the contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14.

Committee Recommendation:

BILL NO. 19-xxx

AN ORDINANCE APPROVING CHANGE ORDER #2 TO THE CONTRACT WITH CAPITAL ELECTRIC LINE BUILDERS FOR THE WOODS CHAPEL ROAD & CHANNEL DRIVE SIGNAL PROJECT, AN INCREASE OF \$15,558.76 FOR A REVISED CONTRACT PRICE OF \$261,870.14.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, being undertaken by the City's Public Works Department; and,

WHEREAS, additional sod was required to restore the project to match the existing surroundings; and,

WHEREAS, thermoplastic pavement markings needed to be added to this contract; and,

WHEREAS, optional signal equipment was purchased with this contract.

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. 2 to the contract between the City of Lee's Summit, Missouri and Capital Electric Line Builders for the Woods Chapel Road & Channel Drive Signal project, an increase of \$15,558.76 for a revised contract price of \$261,870.14, a true and accurate copy attached hereto as Change Order No. 2 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.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-xxx

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



Lee's Summit

Change Order Details

Woods Chapel Rd & Channel Dr Signal

Description	Installation of a permanent signal at the intersection of Woods Chapel and Channel Drive with radio signal interconnect to Independence Ave, Ralph Powell Rd, and Todd George Pkwy. The new signal will include pedestrian accommodations (actuated push buttons and pedestrian signal indications), overhead vehicular indications, vehicle detection and Radio traffic signal interconnect. Existing sidewalk curb ramps will also be replaced for ADA compliance. Project Number: 47932472 Purchase Order: #121897 Fund: 324 Contractor: Capital Electric Linebuilders
Prime Contractor	Capital Electric Line Builders, Inc. 4400 NW Mattox Rd. Riverside, MO 64150
Change Order	2
Status	Pending
Date Created	04/25/2019
Type	City Council Approval
Summary	Sod, Stop Bars, & Signal Switches
Awarded Project Amount	\$238,862.89
Authorized Project Amount	\$246,311.38
Change Order Amount	\$15,558.76
Revised Project Amount	\$261,870.14

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0046	46C	SY	325.000	\$30.140	\$9,795.50
SOD					
Reason: Quantity for sod was inadvertently left off the original contract. This item is necessary to complete restoration for project.					
0050	47-C	LF	95.000	\$34.300	\$3,258.50
Stop Bar - Thermoplastic					
Reason: Originally the stop bars were to be installed as part of the overlay program, but the two projects did not sync up, therefore the stop bars needed to be installed as part of the signal contract.					
0060	48-C	EA	3.000	\$834.920	\$2,504.76
Switches & Modules					
Reason: This is for purchase of the switches only and they will be placed in the City's Signal Department inventory to be used as needed in the future.					
3 items					Total: \$15,558.76

Doc Express Document Signing History

Contract: Woods Chapel & Channel Dr. Signal Document: Woods Chapel Signal - Change Order #2

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
07/08/2019	Marshall Carmack Capital Electric Line Builders 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

File #: 2019-2915, **Version:** 1

Discussion - Ward and Persels Intersection

Issue/Request:

Discussion - Ward and Persels Intersection

Key Issues:

- The existing intersection is a combination of two closely spaced offset "T" intersections with coordinated temporary (span wire) traffic signal control.
- The Rock Island Rail Corridor passes between the two closely spaced offset "T" intersections.
- The intersections do not have turn lanes; which hinders operational efficiency and safety.
- Operation and safety concerns have been expressed by staff, school district transportation and residents as the need for improvements become more significant.
- There is currently no programmed funds or capital project to improve the intersection(s) as recommended.

Background:

The intersections of Ward Road and Persels Road are offset by approximately 175 feet. Both "T" intersections share temporary traffic signal control (span wire signal) and are split by the Rock Island Rail Corridor. The Rock Island Rail Corridor is currently under the control of the Jackson County Rail Authority and has an improved trail facility (i.e. the Rock Island Trail) for non-motorized transportation and recreation (also a planned extension of the KATY) with reservations for possible freight/commuter transit rail service in the future. Prior to the corridor acquisition by Jackson County Rail Authority, the inactive rail was controlled by the Union Pacific Railroad. The UPRR would not approve any new at-grade rail crossings, whether or not, the existing rail was inactive. This obstacle prevented the realignment of Persels and associated plans to improve the intersection were placed on hold at that time pending a change of control and/or position.

An intersection improvement project about 10 years ago included turn lanes and a permanent traffic signal installation. The project at that time did not include intersection realignment as noted previously due to the UPRR constraint. Since the safety and operational benefits are mostly impacted by roadway realignment, the project was postponed for future opportunities that support a better result. The funds associated with the previous capital project were re-prioritized.

There has been an increasing crash rate at this intersection over the last few years as development in southwest Lee's Summit continues and the traffic volumes increase. The impact of school redistricting boundaries has not been observed yet, but could also increase traffic utilization at this intersection. There are also more bicycle and pedestrian crossings due to the Rock Island Trail opening in 2019.

The increase in traffic, non-motorized use, development, crash experience and delay have generated more public concern and request for intersection improvements. The City has also received request for

improvement from the School District. Staff considers the intersection improvements a priority among unfunded projects during its annual review of the Capital Improvement Plan. A conceptual design for these improvements is illustrated in the attached Exhibit.

Some of the aforementioned public comments and concerns have been heard by the City Council. In June, 2019, the City Council requested a discussion pertaining to this intersection and a potential capital improvement project. The discussion was assigned to the Public Works Committee.

Impact/Analysis:

A capital project to improve this intersection has a conceptual cost estimate of \$3M. The results of this project would be improved safety for all users and significantly less delay. The Rock Island Trail crossings would also be improved.

Michael Park, PE, PTOE, City Traffic Engineer

Committee Recommendation:

