

AMENDMENT NO. 1
To
COOPERATIVE AGREEMENT FOR
DESIGN AND CONSTRUCTION OF WATER MAIN RELOCATIONS
AND UPGRADES IN ASSOCIATION WITH
“IMPROVEMENTS TO LEE’S SUMMIT ROAD, ANDERSON DRIVE TO U.S.
40 HWY”
COUNTY PROJECT NO. 3122; FEDERAL NO. STP-3301 (454)

This Agreement Amendment is made by and between **the City of Kansas City, Missouri Water Services Department** (hereinafter referred to as “the City”), and the **County of Jackson, Missouri** (hereinafter called referred to as “the “County”), this _____ day of _____, 2014.

Whereas, it is the mutual desire of the parties hereto to amend the Agreement, entered into on the 22nd day of April, 2013 hereinafter called the “Original Agreement”; and,

Whereas, in the Original Agreement the County agreed to include water main relocation plans as part of the roadway project; and,

Whereas, the lines of division of responsibility for relocation costs have been modified since the Original Agreement and agreed to in principle by the City and the County; and,

Whereas, Jackson County Public Works submitted “Plans, Specifications & Estimate” for both projects to the Missouri Department of Transportation (MoDOT) for review on March 14th 2014; and

Whereas, the Estimate at the time of PS&E submittal increased Kansas City’s share for construction from \$913,300 to \$1,654,000 and the County’s share for construction from \$624,200 to \$1,368,000; and,

Whereas, the County is obligated to make payment to MoDOT for both the County’s share and the City’s share no later than 5 days prior to MoDOT’s advertisement of the projects, scheduled at this time to be June 15th, 2014; and,

Whereas, it would put undue hardship on the County to front the additional \$740,700 to cover Kansas City’s portion of the relocation expense.

Therefore, it is hereby agreed that the Original Agreement be amended as follows:

ARTICLE I – SECTIONS AMENDED: :

1. Delete Paragraph 1 of Section entitled “Kansas City Obligations – Construction”, Page 2 and replace with the following Paragraph 1:

“1. Payment: Subject to City Council approval, City will pay to the County a payment of \$1,654,000.00 on or before May 31st, 2014 for the construction of

water main relocations for the roadway project. Payment is based on the estimated costs in Exhibit A for water main relocations on segments identified as “K” on Exhibit B. Upon completion of construction and approval of the final change order, a final accounting will be made of all actual water main costs and Kansas City Obligations – Construction costs shall be adjusted in accordance with Exhibit B. Additional payments by City to the County are subject to approval by City Council”.

2. Delete Paragraph 2 of Section entitled “Kansas City Obligations – Construction”, Page 2, and replace with the following Paragraph 2:

“2. Change Order: The County should request additional payment from the City for changes made to the water main relocations within segments identified as “K” on Exhibit B, where said changes result in total costs greater than estimated on Exhibit A. All change orders relating to the waterline must be approved in writing by both the City and County. Additional payments by City to the County are subject to approval by City Council.”

3. Delete Paragraph 1 of Section entitled “County Obligations – Construction”, Page 3, and replace with the following Paragraph 1:

“1. The County will pay \$1,368,000 for construction of the water main relocations based on the estimated costs for water main relocations in Exhibit A between segments identified as “J” on Exhibit B. Upon completion of construction and approval of the final change order, a final accounting will be made of all actual water main costs and Jackson County Obligations – Construction shall be adjusted in accordance with Exhibit B.”

4. Delete Paragraph 2 of Section entitled “County Obligations – Construction”, Page 3, and replace with the following Paragraph 2:

“2. Change Order: The County shall pay for all changes (both design and construction costs) for changes made to the water main relocations within segments identified as “J” on Exhibit B, where such changes result in total costs greater than estimated on Exhibit A. All change orders relating to the waterline must be approved in writing by both the City and County.”

ARTICLE II – EXHIBITS AMENDED:

1. Exhibit A, Analysis of County vs. KC Water Services Responsibilities (1 Page) is deleted and replaced with Exhibit A, Lee’s Summit Road – Water Main Replacement, Opinion of Probable Cost (1 Page).

2. Add Exhibit B, Water Distribution Relocation Plan (14 Pages).

ARTICLE III – PERIOD OF SERVICE:

The Period of Service for both the Original Agreement and this Amendment No. 1 shall be through final acceptance of the improvements. All other services and deliverables shall remain as stated in the Original Agreement.

Amendment No. 1 will be deemed a part of, and be subject to, all terms and conditions of the Original Agreement. Except as modified above, the Original Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Cooperative Agreement to be executed by their respective representatives, thereunto duly authorized as of the day and year first above written.

Approved by:

Recommended by:

Michael D. Sanders
County Executive

Earl Newill
Acting Director of Public Works

Approved to form this _____ day of _____, 20_____

County Counselor

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ _____ which is hereby authorized.

Date

Finance Director

Account Code _____ - _____ - _____

Tax ID # _____

KANSAS CITY, MISSOURI

Terry Leeds, P.E. Director
Water Services Department

APPROVED AS TO FORM:

Assistant City Attorney

Pursuant to Sections 50.660 and 55.160 RSMo., I certify that there is an unencumbered balance or anticipated revenue to be placed to the credit of the appropriation to which the foregoing expenditure is to be charged, and an unencumbered cash balance or anticipated revenue in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance

Date

LEES SUMMIT ROAD FUNDING SUMMARY

TOTAL ESTIMATED COST OF THE PROJECT INCL WATER LINE	
ROADWAY	\$ 7,600,000.00
FED FUNDED WATERLINE IN PROJECT	\$ 1,300,000.00
KCMO ADDITIONAL WATER LINE	\$ 1,719,178.00
	<u>\$ 10,619,178.00</u>

FUNDS NEEDED PER MODOT AGREEMENT	
MATCH FUNDS BY COUNTY	\$ 1,780,000.00
ADDITIONAL WATERLINE FUNDS BY KCMO	\$ 1,719,178.00
CONTINGENCY/MAKE UP FUNDS TO MODOT PER AGREEMENT	\$ 280,822.00
SUBTOTAL	<u>\$ 3,780,000.00</u>
FEDERAL FUNDS HELD BY MODOT	\$ 7,120,000.00
TOTAL PROJECT FUNDS NEEDED	\$ 10,900,000.00

PAYMENT SUMMARY	
PAYMENT NO. 1 TO MODOT MADE MAY 9TH FROM KCMO CURS BOND FUNDS (Check # BOA 00863875)	\$ 1,780,000.00
PAYMENT NO. 2 TO MODOT (Check # BOA FROM KCMO WATERLINE PAYMENT NO.1 TO COUNTY	\$ 978,478.00
PAYMENT NO 3 TO MODOT FROM KCMO CURS BOND FUNDS	\$ 280,822.00
FROM KCMO WATERLINE PAYMENT NO. 2 TO COUNTY	\$ <u>740,700.00</u>
	<u>\$ 3,780,000.00</u>
TOTAL FUNDS TO MODOT PER AGREEMENT	\$ 3,780,000.00



KCMO BOND FUNDS ACCOUNT	015-1540-58070	
Balance in Account after Modot payment No. 1		\$ 1,937,650.00
R 17539 Obligation for Longview Road	less	\$ 1,400,000.00
Payment to MoDot on Lees Summit Road	less	\$ 280,822.00
Balance after current obligations to MoDot for Lees Summit Road Hold for contingency for the project.		<u>\$ 256,828.00</u>

20-May-14

COOPERATIVE AGREEMENT FOR
DESIGN AND CONSTRUCTION OF WATER MAIN RELOCATIONS AND UPGRADES
IN ASSOCIATION WITH
"IMPROVEMENTS TO LEE'S SUMMIT ROAD, ANDERSON TO U.S. 40 HWY"
COUNTY PROJECT NO. 3122; FEDERAL NO. STP-3301 (454)

This Agreement is entered into this 22nd day of April, 2013, by and between the City of Kansas City Missouri Water Services Department a municipal corporation (hereinafter referred to as the "City") and Jackson County, Missouri, a chartered county of the first class (hereinafter referred to as the "County").

WHEREAS, Sections 70.210 to 70.325 of the Revised Statutes of Missouri (2000) authorize political subdivisions to enter into cooperative agreements to provide services; and,

WHEREAS, certain City water mains must be relocated due to conflicts with construction of proposed improvements to Lee's Summit Road between Anderson Drive and U.S. 40 Hwy (hereinafter referred to as the "roadway project"); and,

WHEREAS, the City has requested that additional water mains along the roadway project, outside those in conflict with the roadway project, be upgraded due to their age and poor condition; and,

WHEREAS, the City and the County deem it to be in their best interests to enter into this agreement for design and construction of the described water mains in order to increase efficiency and reduce costs; and,

WHEREAS, the specific locations and estimated quantities of the water mains to be moved and/or upgraded are described in the attached spreadsheet, marked Exhibit B; and the description and cost for design is estimated in the attached HNTB proposal dated December 20, 2012 and marked Exhibit A; and,

WHEREAS, the City and County find that by entering into this Agreement the City and County will ensure that water service to their citizens are adequately and efficiently maintained.

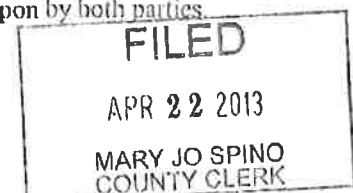
NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is hereby agreed as follows:

Jackson County agrees to include all of the water main work described above as part of the roadway project, which is scheduled to be advertised for bid on or after May of 2013. Design of the City's water main improvements will be provided by HNTB Companies as an addendum to Jackson County's existing Agreement with HNTB for design of the roadway project.

Kansas City Obligations

Design

1. Payment: City will pay to the County, \$65,178. Payment to the County shall begin being processed immediately after the execution of this agreement. Upon completion of design (plans and specifications approved by both parties), a final accounting will be made of all design costs. Any additional costs or savings at that time will be distributed between the two parties in accordance with Exhibit A. Additional costs must be mutually agreed upon ~~by both parties~~.



2. The City shall furnish HNTB all current Kansas City design guidelines and related information at no cost and in a timely fashion so as to not impede or delay HNTB in the design process.
3. Design Coordination: The City shall work directly with HNTB designers to arrive at suitable designs for all water mains to be relocated or upgraded. City will be responsible for all water main technical plan and specification reviews and approvals.
4. HNTB shall perform their design in accordance with the criteria outlined in the version of "Rules and Regulations for Water Main Extensions and Relocations" which is current at the time of the Agreement. The City shall review and approve, in writing, all Water Main Relocation plans submitted by HNTB utilizing that criteria. Additional costs incurred by HNTB due to changes to previously approved water main design (not due to changes to the road design) shall be borne by the City.
5. The City agrees to not give HNTB verbal approvals for work outside the scope of work described in Exhibit A, attached herein. All changes in scope shall be approved in writing by the County prior to HNTB commencing work.

Construction

1. Payment: City will pay to the County a payment of \$913,300.00 (59% of the total estimated construction cost) within 30 days following notice of the County's "Plans Specifications and Estimate" (PS&E) submittal to MoDOT. Payment is based on the costs outlined in Exhibit B. Upon completion of construction and approval of the final change order, a final accounting will be made of all actual water main costs and adjusted in accordance with Exhibit B.
2. Change Order: The County should request additional payment from the City for any changes made to the original 59% that the City is responsible for (outlined in Exhibit B). All change orders relating to the waterline must be approved in writing by both the City and the County. If the total cost of the City's contribution should exceed \$1,192,000.00 due to any change order(s), the City Council will have to approve the change(s) before the City can make the payment.
3. Inspection: The City shall assume responsibility for all inspection and approvals included in the construction contract.
4. The City recognizes that the aforementioned roadway project is being partially funded with federal funds. Further, the City recognizes that construction of this project may be let and administered by MoDOT, for the County. City agrees to cooperate with County and/or MoDOT representatives during construction, so that the required information can be gathered by all inspectors to complete documentations, reports and estimates.
5. If the total expenditures exceed \$1,192,000.00, said expenditures in excess of \$1,192,000.00 are subject to ratification by the City Council.

County Obligations

Design

1. County will pay \$65,178 of the proposed design fee outlined in Exhibit A. Upon completion of design (plans and specifications approved by both parties), a final accounting will be made of all design costs. Any additional costs or savings at that time will be distributed between the two parties and adjusted in accordance with Exhibit B.
2. Following final design but prior to advertising the project, County will provide the City with a detailed spreadsheet categorizing work items that the City is responsible for and those that the County is responsible for based on the locations specified in the attached Exhibit B.
3. County will not perform technical reviews of water main plans.

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County Project No. 3122
Fed. No. STP 3301 (454)

4. County reserves the right to review, assess and comment on proposed locations of relocated water mains, with regard to roadway design and function.
5. The County shall forward applicable HNTB invoices to the City's assigned representative for review and approval of water items, prior to County paying invoices.
6. The County shall include final plans and specifications for water main relocations and upgrades in the project plans.
7. Additional water line design costs incurred by HNTB due to changes in roadway layout requested by the County will be borne by the County.

Construction

1. County will pay \$624,200 (41% of the total estimated construction cost) based on the costs outlined in Exhibit B. Upon completion of construction and approval of the final change order, a final accounting will be made of all actual water main costs.
2. Change Order: The County shall pay for all changes (both design and construction costs) arising out of the original 41% of the water main relocation, the County is responsible for (outlined in Exhibit B). All change orders relating to the waterline must be approved in writing by both the City and the County.
3. County shall keep a log of work progress and confer with City inspector regarding accuracy of contractor pay estimates.
4. County will submit a copy of contractor monthly pay estimates to the City for approval of water items being claimed.

Bonds and Surety with Respect to Water Main Replacement Only

COUNTY shall require the CONTRACTOR to provide bid bond, performance bond and maintenance bond, issued by a surety(ies), in the amount of the Construction Contract and the total amount of any and all other contracts entered into between the COUNTY and its CONTRACTOR, workers, and material suppliers guaranteeing CONTRACTOR'S faithful performance of each and every term of such contracts and all authorized changes thereto, including those terms under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final Judicial determination, for each craft or type of workman required to perform under this Agreement; guaranteeing the payment of all obligations as provided in Section 107.170 R.S.Mo., 1994, as amended; and guaranteeing the services and work against faulty workmanship and faulty materials for the period of time of 3 years as prescribed by the Performance and Maintenance Bond. CONTRACTOR shall provide the payment bond and the performance and maintenance bond. Any and all sureties referenced under this provision must:

1. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570;
2. Be licensed by the State of Missouri to do business in the State of Missouri; and
3. Retain an A.M. Best Rating of B+, class V for Bonds in excess of \$200,000.

Certificate of Insurance

The City shall review and approve the Job Special Requirements to ensure that the City's Insurance Requirements are met.

Maintenance of Improvements

Upon final acceptance of the water work in association with Improvements to Lee's Summit Road, Anderson Drive to 48th Terr. by Kansas City, MO shall be responsible for maintenance of all water mains located within permanent easement, the CITY'S right-of-way, including any right-of-way acquired specifically for this project.

Contract Binding

This Cooperative Agreement shall be binding upon the parties hereto, their successors and assigns, whether the result of legal process, assignment, or otherwise, when finally executed and fully approved.

Assignment

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

This Agreement shall be in effect upon its execution by the person(s) authorized to do so for each entity and hereafter until completion of the roadway project: "Lee's Summit Road, Anderson Drive to East 48th Terrace", County Project No. 3122.

ATTACHMENTS:

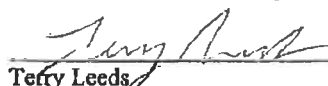
- Exhibit A – HNTB proposal
- Exhibit B - Spreadsheet of City vs. County responsibility

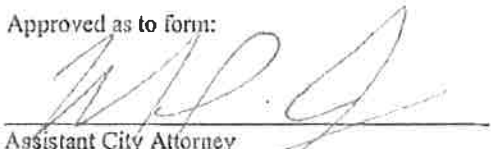
Cooperative Agreement with
KC Water Services Dept.
Lee's Summit Rd. Anderson Dr. to 48th Terr.
County Project No. 3122
Fed. No. STP 3301 (454)

**Exhibit
Ord. 4637**

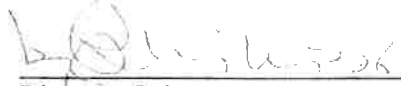
IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed in four counterparts by their respective representatives, thereunto duly authorized, as of the day and year first above written.

CITY OF KANSAS CITY, MISSOURI

BY: 
Terry Leeds
Director of Water Services Department


Approved as to form:

Assistant City Attorney

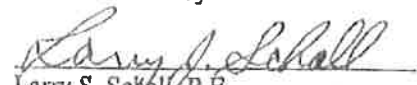
Pursuant to Sections 50.660 and 55.160 RSMo., I certify that there is an unencumbered balance or anticipated revenue to be placed to the credit of the appropriation to which the foregoing expenditure is to be charged, and an unencumbered cash balance or anticipated revenue in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

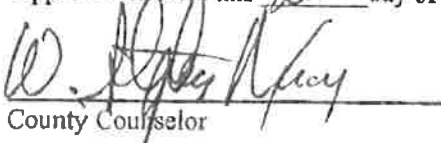
 3/18/13
Director of Finance Date

Cooperative Agreement with
KC Water Services Dept.
Lee's Summit Rd. Anderson Dr. to 48th Terr.
County Project No. 3122
Fed. No. STP 3301 (454)

JACKSON COUNTY, MISSOURI

Approved by: 
Michael D. Sanders
County Executive

Recommended by:

Larry S. Schall, P.E.
Director of Public Works

Approved to form this 22nd day of April, 20 13

County Counselor

ATTEST BY:

Clerk of the County Legislature

EXHIBIT A

SCOPE OF SERVICES FOR WATER MAIN RELOCATIONS

Owner: City of Kansas City, Missouri, Water Services Division
Design Professional: HNTB
Project: Water line Transmission and Distribution Relocations and Replacements -
Lee's Summit Road

CONTRACT NO.

Project No.: Jackson County # 3122 / Federal Aid Project STP-3301(454)

PROJECT DESCRIPTION

The following Scope of Work describes the Design Professional's services associated with Water Main Relocations on Lee's Summit Road from a location 350 feet south of Anderson Drive to a location 500ft south of US 40 highway, in Jackson County, Missouri.

Specific Design services will follow KCMO Water Department's Standards and Specifications for Water Main Extensions and Relocations, the Rules and Regulations for Water Service Lines

The project in general consists of evaluating the proposed improvements to Lee's Summit Road and determining the extent of conflicts with existing water, which would require relocation of the facilities. The Basic Scope of Services for this project includes project administration; pick up survey, preliminary investigations, preliminary and final design, bidding phase services, construction phase services, and preparation of construction drawings for the following items of work:

- Design of the relocation of the existing 24" water transmission main along the Lee's Summit Road roadway improvements.
- Design of 12" replacement distribution main in two (2) locations along Lee's Summit Road:
 - Southern end of the roadway project to Anderson Drive.
 - Station 157+50 to 179+00 of the roadway project
- Design of 6" replacement distribution main in two(2) locations:
 - Along Phelps Road west of Lee's Summit Road within the project limits
 - Along Lee's Summit Road from Station 149+00 to 157+50.

For General Design Guidelines for water main relocations and abandonments, see the latest version of Rules and The Regulations for Water Main Extensions and Relocations, KCMO WSD Procedures for Engineers, pages 8 through 10 are incorporated herein by reference.

The basic Scope of Services for this project shall consist of Tasks 100 through 117 described below:

PROJECT ADMINISTRATION

100. **Conduct Project Administration Services.** DESIGN PROFESSIONAL will provide the management functions required to successfully complete the work, including project correspondence with the COUNTY and CITY; consultation with the COUNTY and CITY staff; supervision and coordination of services; development of a quality control/quality assurance plan; scheduling and assignment of personnel resources, administration and coordination of sub consultants; coordination with KCMO Public Works Department, Missouri Department of Transportation (MoDOT) and Jackson County Public Works; continuous monitoring of work progress; and invoicing for the work performed, DESIGN PROFESSIONAL will conduct an initial project meeting to clarify the COUNTY and CITY's intended scope of work, schedule, budget requirements, and other special requirements for the project; to review pertinent available data, and to present DESIGN PROFESSIONAL's initial work plan and work schedule to confirm they meet the COUNTY's expectations.

PRELIMINARY DESIGN

101. **Conduct Field and Records Investigations.** DESIGN PROFESSIONAL will conduct field investigations and records reviews of available information about the project site including the base survey data, and drawings for the proposed public improvements for the Lee's Summit Road improvements. The geotechnical information obtained during the roadway design phase will be utilized as well. These services will include the following tasks:

A. Preliminary Utility and Records Investigation

- a. Contact utilities and gather information on location of their existing facilities and utility requirements. Document utility contacts using the standard CITY's utility notification form. Have utilities located and marked. Provide CITY copies of all utility maps or drawings relating to existing facilities received by DESIGN PROFESSIONAL.
- b. Contact utilities and other State and local agencies concerning planned or proposed improvements which might affect the proposed water improvements. Maintain record of utilities contacted and information provided.
- c. DESIGN PROFESSIONAL shall investigate and obtain record information about the proposed public improvement projects along Lee's Summit Road, which could impact water main within the project area.
- d. Conduct a review meeting with CITY's staff upon completion of the field and records investigations to obtain approval of proposed water relocations or abandonments.
- e. Assume no permanent and temporary construction easements are required. All waterline relocations will be within the existing right of way. Design exceptions may be required where available space for utilities is limited by existing R/W, the proposed road improvements, and adjacent private building structures.

B. DESIGN PROFESSIONAL shall incorporate the results of geotechnical field investigation performed for the Lee's Summit Road Roadway Improvements project on the waterline drawings as needed. Information will include the location of borings in plan view and indicating in the profile view the depth of each boring and refusal.

102. **Prepare Preliminary Layout Drawing.** DESIGN PROFESSIONAL shall prepare a Preliminary Layout Drawing indicating recommendations for new water mains and appurtenances including proposed alignment, size of main, valve and hydrant locations, other appurtenances, and proposed abandoned mains and appurtenances.

A. In preparing the Preliminary Layout Drawings, DESIGN PROFESSIONAL shall inspect the project site and conduct a records investigation including reviewing historical water main as-constructed drawings, the break database, and obtain other utility and base information necessary for determining the preliminary proposed improvements. The Preliminary Layout Drawing shall consist of a mark-up or overlay on a current KCMO Water Atlas Map or GIS-generated base map for the area, including existing water infrastructure, storm, sewers or other relevant features in plan view.

B. DESIGN PROFESSIONAL shall meet with COUNTY and CITY staff, review the Preliminary Layout Drawing, and receive CITY's comments. DESIGN PROFESSIONAL shall modify the

Preliminary Layout Drawing based on the CITY's review, and submit three copies of the modified Preliminary Layout Drawing to CITY for approval.

103. **Prepare Preliminary Construction Drawings.** Review with COUNTY and CITY the results and data obtained in the previous tasks and determine any impacts on the proposed improvements to be designed.
- A. Prepare preliminary (60 percent complete) CADD construction drawings for water main using CITY's standard formatting for drawings, design procedures, drafting standards and criteria for proposed improvements, and standard construction details, as contained within the latest version of the Kansas City's Rules and Regulations for Water Main Extensions and Relocations, Procedures for Engineers, pages 8 through 20 which are incorporated herein by reference. The existing topography survey performed for the roadway project design will also be used for the waterline design and construction drawings. Materials and methods detailed on the drawings should conform to the latest edition of the Kansas City, Missouri Standards and Specifications for Water Main Extensions and Relocations, the Rules and Regulations for Water Service Lines.
 - B. The preliminary drawings will include the proposed alignment, ground surface profile, above ground and buried utilities, crossing locations, proposed valves, and branch line connections and associated temporary and permanent details. A profile of the pipeline will be developed to show slope of pipeline segments and elevations of critical points such as changes in grade. Pipeline appurtenances will be selected in accordance with the CITY's standard details where appropriate.
104. **Submit 60% Completion – Drawings.** DESIGN PROFESSIONAL will prepare and submit to the COUNTY and CITY a review set of drawings at the 60% design completion stage.
- A. DESIGN PROFESSIONAL shall submit one copy of the drawings (60 percent complete) to the COUNTY and CITY for review with a completed Check List form the City's Rules and Regulations for Water Main Extensions and Relocations, page 15. DESIGN PROFESSIONAL shall meet with COUNTY and CITY staff to review the project progress and receive their review comments.
 - B. DESIGN PROFESSIONAL shall submit drawings (60 percent complete) for review and comment to utilities, which have existing underground facilities which potentially conflict, cross over or under, or adjacent to proposed water main improvements. Document utility contacts using the standard CITY's utility notification form.
105. **Preliminary Opinion of Probable Construction Cost.** DESIGN PROFESSIONAL will prepare a preliminary opinion of probable construction cost for the water main improvements defined and submit it to the COUNTY and CITY.

FINAL DESIGN

106. **Prepare 90% Construction Drawings.** DESIGN PROFESSIONAL shall prepare final (90 percent complete) CADD construction drawings for water main improvements using CITY's standard formatting for drawings, design procedures, drafting standards and criteria, and standard construction details as contained within the latest version of the CITY's Rules and Regulations for Water Main Extensions and Relocations, Procedures for Engineers. Prepare drawings which include final and preliminary connection details, dimensions, schedules, and diagrams for all design disciplines. The existing topography survey performed for the roadway project design will also be used for the waterline design and construction drawings. Materials and methods detailed on the drawings should conform to the latest edition of the Kansas City, Missouri Standards and Specifications for Water Main Extensions and Relocations, the Rules and Regulations for Water Service Lines. Incorporate COUNTY and CITY's previous review comments into the drawings.

ASSUMPTIONS

The following assumptions were used to develop the scope of services and fee proposal for this project:

- New water mains and appurtenances should be located in the public right-of-way, in green spaces where possible, avoiding private easements, except where existing water easements are located. Existing water easements may be used for relocation of water mains. The new transmission main and distribution main should be a minimum of 15ft apart. Both new mains should be a minimum of 10ft from the existing transmission lines and a minimum of 5ft from the existing 6" line. Both lines should be a minimum of 15ft from steel gas mains. Both lines should also be a minimum of 10ft from all other utilities..
- There are locations (along Lee's Summit Road between E 52nd St and E 48th Ter.) within the project limits where available space for relocations may not be sufficient enough to provide the City's desired horizontal separation between the proposed water mains and the existing and proposed utilities. In these locations, it is assumed no additional R/W is feasible to be acquired because it would result in a total take of a residential home/building. In these instances, HNTB, the City, and the County will work together to determine maximum allowable horizontal offsets between utilities based on the limiting space available.
- It is assumed, based on assumption no. 1, that preparation of new water line easements will not be required.
- The water line design will utilize the survey that was acquired for the roadway design. A two day survey will supplement the original survey. The water line relocation plans will utilize the survey line styles and symbols legend as currently shown in the roadway plans. No changes to the topo legend, linestyles, or symbology will be made.
- The waterline plans will be included in the bid set of plans for the roadway and bridge construction package for Lee's Summit Road. The construction project will be administered and bid by MoDOT. MoDOT bid format will be followed for bid items, units of measurement, and payment.
- The design review, coordination, management and approval of the distribution and transmission water lines will be performed and coordinated thru the same KCMO Water Services group and point of contact.
- The northern end of the project may include additional water distribution main design (600ft). The execution of this work is to be authorized separately.
- The proposed 24-inch water main from Station 112+50 to 157+50 should be on east side of Lee's Summit Rd.
- The alignment of the proposed 12-inch along Lee's Summit Rd. from station 157+50 to 179+00, is to be determined.
- The remainder of proposed water mains should be on west side of Lee' Summit Rd.

SCHEDULE

The following schedule for water line relocation plans has been developed under the time frame requirements of MoDOT's schedule for P.S. &E. submittal and review of the road project. KCMO Water Services reviews are anticipated to take no longer than 1 week. The schedule and milestones for the water line design are:

January 16, 2013: Notice to Proceed

- March 1, 2013 (6.5 weeks): Preliminary layout to KCMO Water Services
- April 5, 2012 (5 weeks): 60% Plans submitted to KCMO Water Services
- May 3, 2012 (4 weeks): 90% Plans submitted to KCMO Water Services
- May 17, 2013 (2 weeks): Plans approved and sealed by KCMO Water Services
- May 31, 2013 (1.5 weeks): P.S.&E. Submittal to MoDOT



HNTB Job No. 49917: Improvements to Lee's Summit Road (40 Highway to S. of Anderson Road)
Jackson County Project No. 3122

PERSON-HOUR TASK BREAKOUT FOR: HNTB SUMMARY

Task Summary	DIRECT LABOR & EXPENSES	
	HOURS	COST
Water Line Relocation Design and Plans	832	\$98,094
Bidding and Construction phase Services	131	\$16,362
Contingency for North End of Project		\$10,000
Project Expenses (Plotting, Copies...etc)		\$2,400
SUBTOTAL (LABOR & DESIGN EXPENSES)	963	\$126,856

SUBCONSULTANT EXPENSES

Expense Item	COST
TRBKK - ADDITIONAL SURVEY FOR WATERLINE DESIGN	\$3,500
SUBTOTAL (SUBCONSULTANT EXPENSES)	\$3,500

TOTAL =	\$130,356
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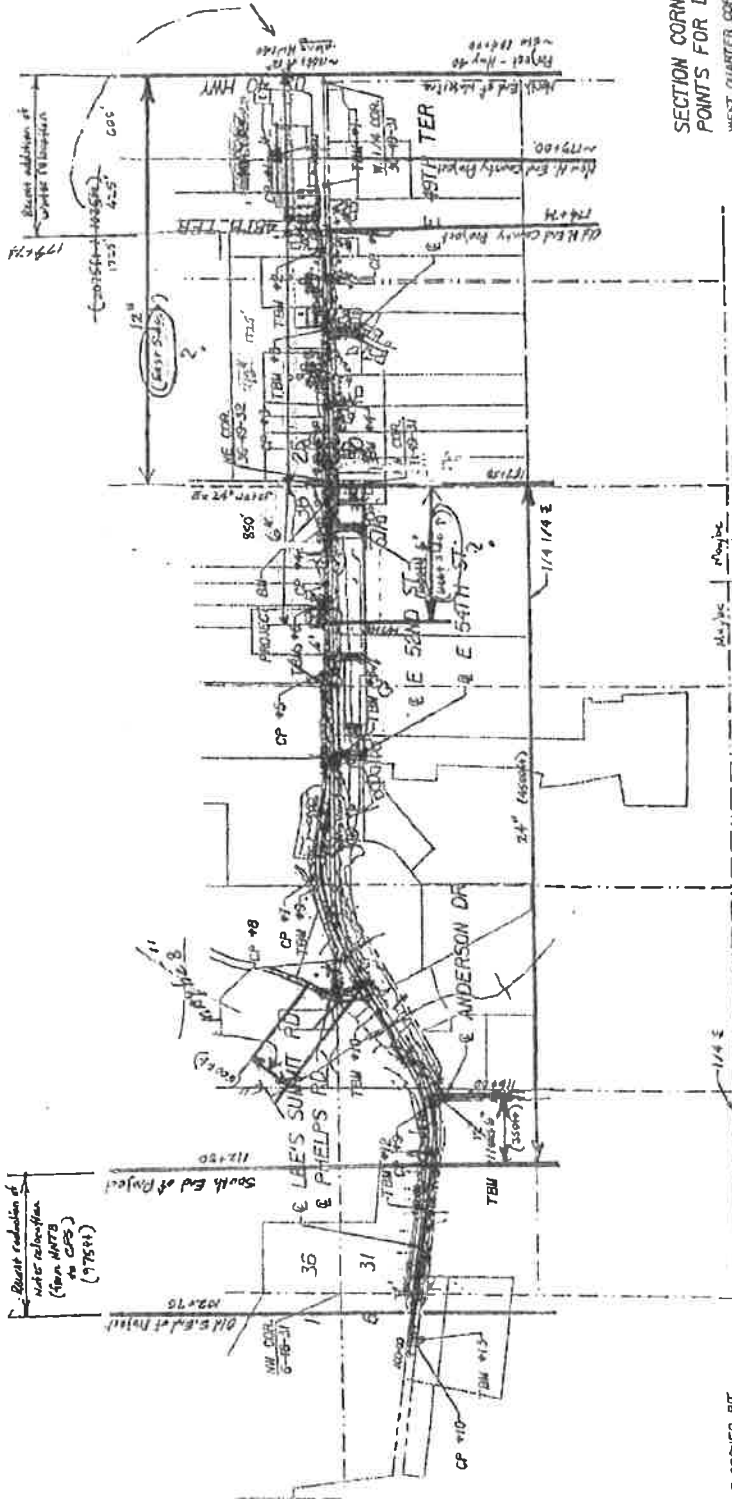
HNTB Job No. 49917: Improvements to Lee's Summit Road (40 Highway to S. of Anderson Road)

PERSON-HOUR TASK BREAKOUT FOR: HNTB SUMMARY

		Project Manager	Senior Engineer	Design Engineer	Technician	Admin.	TOTAL	
Water Line Relocation Design and Plans								
Task	1	Preliminary Design						
	1		6				6	
	2	2				2	4	
	3	1	1				2	
	4	2		3			5	
	5		1	1			2	
	6		4	16			20	
	7	1	20	32	48		101	
	8		1	1			2	
	9	1	8	12	16		37	
	10	1	2	4			7	
	11		4	4			8	
		SUBTOTAL						205
Task	1	60% Design and Plans						
	1	2	32	60	72	1	170	
	2		4	4			8	
	3	17	17	8	2	7	51	
	4		2	5			7	
	5	1	4	10	16		31	
	6	2	3	16	16		37	
	7		4	16	74		94	
	8		2	6	2		10	
	9	1	8	16		1	26	
	10		4	4	0		8	
		SUBTOTAL						350
Task	1	90% and Final Design and Plans						
	1	1	24	48	60		133	
	2		1	4			5	
	3		4	12	2		18	
	4	1	12	24	32	2	71	
	5		1	6			7	
	6	1	2	4		7	14	
		SUBTOTAL						218
Task	1	Bidding Phase Services						
	1	1	8	12	8		29	
		SUBTOTAL						29
Task	1	Construction Phase Services						
	1		1	1			2	
	2	2	8	10	5		25	
	3		6	10			16	
		SUBTOTAL						43
		SUBTOTAL						963
		374%	39.6%	42.3%	31.74%	1.00%	100.00%	
		\$210.00	\$160.00	\$114.00	\$78.00	\$56.00	\$614.00	
		\$7,500	\$35,600	\$46,312	\$23,868	\$1,056	\$114,346	

EXPENSES	
TRAVEL	\$400
PRINTING/PLOTTING	\$2,000
Total Expenses	\$2,400

JMS 12/12/12
Rosh 12/12/12
JMS 1/3/13



SECTION CORNER DAT
POINTS FOR LAND DE

WEST QUARTER CORNER 30-49
P.M.O. 2 ALIENANT RETURNED TO
OF LEE'S SUMMIT ROAD AND 4
TIES VERIFIED TO MISSOURI DE
DOCUMENT NO. 600-63786.
PROGRAM COORDINATES:
N 100°00'00"E / 0.00716 TO 1/4
N 00°00'00"E / 0.00716 TO 1/4
NORTHWEST CORNER 31-49-21
FOUND 1/2" LB. AN ANUMENT B
TIES VERIFIED TO MISSOURI DE
DOCUMENT NO. 600-63786.

Relocation Lengths	Along the N. Side	Along the S. Side
6' 1/2" (100' 800 1755)	0	0
12' 3/4" (359 + 200' 1755)	425	600
24' 4500	0	0
	4500	600

HORIZONTAL CONTROL

CONTROL POINT #1
SET 1/2" LB. 7.8' N. OF BACK OF CURB LEE'S SUMMIT ROAD
50' N. OF CENTENNIAL ENTRANCE TO CVS PHARMACY

CONTROL POINT #5
SET 1/2" LB. 7' SE OF BACK OF CURB AT RETURN
43.5' OF CENTENNIAL E. 54TH STREET

□ CORNER PIT
□ SUMMIT
□ TERRACE

□ SUMMIT ROAD

□ SUMMIT ROAD

□ SUMMIT ROAD 1/4-4 S.
GROVE RIBB CHURCH

EXHIBIT B

LEE'S SUMMIT ROAD, ANDERSON DRIVE TO 48TH TERR., COUNTY PROJECT NO. 3122
ANALYSIS OF COUNTY VS. KC WATER SERVICES RESPONSIBILITIES

29-Jan-13

Table 1	Description of Reservoir Project Water Facilities (County Portion)	Length	Cost per lin ft	Est. Const Cost
1	Sta. 10+75 to 13+50 - Replace 6" x 2' G/P at Lee's Summit Road, use Class 5, 6" DP	400'	110	\$44,000
2	Sta. 10+00 to 10+40 ft. has proposed cover over 24" pipe - estimate amount	0	250	\$0
3	Sta. 12+45 to 13+50 - Correct misalignment of manholes between 24" man and near C.I. basement curb on Lee's Summit Road	110		\$0
4	Sta. 13+00 to 13+00 ft. Make modification to provide minimum length of existing 6" manholes to be replaced	0	110	\$0
5	Replace 6" DP along the south edge of Lee's Summit Road, from 10+00 to 13+50. Provide 30" manholes at 10+00, 10+40, 10+80, 11+20, 11+60, 12+00, 12+40, 12+80, 13+20, 13+50. Provide 30" manholes at 10+00, 10+40, 10+80, 11+20, 11+60, 12+00, 12+40, 12+80, 13+20, 13+50.	120	110	\$13,200
6	Sta. 13+00 to 13+50 - Replace 24" man. Allow lateral clearance along proposed culverts going under 24" DP. Provide 30" minimum clearance at gas line crossover	400	250	\$100,000
7	At SE corner of 13+50 and 24" - correct main conflict	400	750	\$160,000
8	At SE corner of 13+50 and 24" - correct main conflict			\$30,000
9	At SE corner of 13+50 and 24" - correct main conflict			\$10,000
10	At SE corner of 13+50 and 24" - correct main conflict			\$15,000
11	At SE corner of 13+50 and 24" - correct main conflict	900	110	\$99,000
12	Sta. 13+75 to 14+00 - Replace 6" x 2' G/P at Lee's Summit Road, use Class 5, 6" DP			\$14,000
13	Sta. 14+00 to 14+00 ft. Make modification to provide minimum length of existing 6" manholes to be replaced	0	110	\$0
14	Sta. 14+00 to 14+00 ft. Make modification to provide minimum length of existing 6" manholes to be replaced	0	110	\$0
15	Sta. 14+00 to 14+00 ft. Make modification to provide minimum length of existing 6" manholes to be replaced	0	110	\$0

Total Estimated Construction	\$1,527,500
County Share	\$529,200
County Percentage	41%
City Share	\$998,300
City Percentage	59%

Total Estimated Design Cost (\$6050)	\$136,350
County Share	\$45,117.50
County Percentage	33%
City Share	\$91,232.50
City Percentage	67%

Table 2	Description of City's Required Improvements (Responsible for Total Improvements)	Length	Cost per lin ft	Est. Const Cost
1	Sta. 10+75 to 13+50 - Replace 6" x 2' G/P at Lee's Summit Road, use Class 5, 6" DP	1300'		\$143,000
2	Sta. 13+00 to 13+00 ft. Make modification to provide minimum depth of existing 6" manholes	0	110	\$0
3	Sta. 13+00 to 13+50 - Replace 24" man. Allow lateral clearance along proposed culverts going under 24" DP. Provide 30" minimum clearance at gas line crossover	400	110	\$44,000
4	At SE corner of 13+50 and 24" - correct main conflict	900	110	\$99,000
5	Sta. 13+00 to 13+00 ft. Make modification to provide minimum length of existing 6" manholes	0	110	\$0
6	Sta. 13+00 to 13+00 ft. Make modification to provide minimum length of existing 6" manholes	1500'		\$165,000
7	Sta. 13+00 to 13+00 ft. Make modification to provide minimum length of existing 6" manholes	500'		\$55,000

Total Optimal KC Water Reductions

\$1,527,500