

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR Stormwater – SW Lea Drive (RFQ NO. RFQ NO. 543-32272A)**

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

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for Stormwater – SW Lea Drive (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 are no optional services***

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

City shall provide the following services to Engineer:

1. Make available all project information in the City's possession, including reports, drainage studies, as-built plans, and City utility locations, sizes and materials.
2. Make provisions for the Engineer and surveying subconsultant to enter property for the performance of this scope of services.
3. Obtain Ownership & Encumbrance Documents from a Title Company, for select properties designated by the Engineer.
4. Provide a timely review of all submittals.
5. Perform appraisals and negotiate with property owners for acquiring permanent and temporary construction easements for this Project.
6. Provide EJCDC Contract Documents and Division One – Special Contract Provisions.
7. Pay any fees associated with permits.
8. Advertise and obtain bids for the project.
9. Provide on-site construction observation and construction contract administration.

**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 Two Hundred and Eight Thousand and Four Hundred and Fifty-Six Dollars (\$208,456.00), 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 Two Hundred and Eight Thousand and Four Hundred and Fifty-Six Dollars (\$208,456.00).
- 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 satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Project Name/Task Name/RFP Number/Description of Agreement.
2. Invoice Number and Date.
3. Purchase Order Number issued by City.
4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

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

## **ARTICLE V COMPLETION TIME**

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

***See Project Schedule of Attachment A***

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

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

## **ARTICLE VI INSURANCE**

A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the

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

- B. NOTICE OF CLAIM: The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance that impair the policy at or below the minimum policy limits required under this contract, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- C. INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
- D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Engineer shall either:
  - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
  - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.
- E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.
- F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

#### G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

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

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

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

Limits:

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

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

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

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's liability program will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.

4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

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

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

modifications thereto, is not increased. For purposes of this subsection, an “emergency” shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

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

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

approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.

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



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

attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

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

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

and notices to Engineer shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

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

**ENGINEER:**

*Brent Johnson*

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BY: Brent Johnson, PE

TITLE: Vice President

ATTEST:

*Chad Johnson*

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BY: Chad Johnson, PE

TITLE: Vice President

# **Attachment A**

## **Scope of Services**

### **Stormwater - SW Lea Drive**

#### **General project description and scope of services (defined in more detail below):**

This project is comprised of the scope of services as outlined below:

#### Base Scope of Services

The project will improve Cedar Creek from approximately 500 feet upstream to 500 feet downstream of Ward Road, including improvements to the culverts under Ward Road. The project includes potential improvements to an enclosed system, with potential improvements running from the outfall near 1007 SW Lea Drive approximately 350 feet north to an open channel. The project will address elevated flood risk to seven properties along SW Lea Drive east of Ward Road, along with overtopping of Ward Road, to meet current flood protection guidance in a 1% chance and more frequent event. The project will address ongoing bank erosion on the west side of Ward Road. Work required for this project includes surveying; preparing easement documents, property tract map exhibits; preliminary engineering study; hydrologic and hydraulic analysis of the open stream and enclosed system; and design of culvert and stream improvements.

### **DETAILED SCOPE OF SERVICES**

#### **STUDY PHASE**

##### **DATA COLLECTION AND PROJECT KICK-OFF MEETING**

1. The City will provide the design consultant with as-built drawings, existing studies, aerial photos, GIS data, and other information upon the notice to proceed and prior to the kick-off meeting.
2. Project Kickoff Meeting - Project Manager will meet with the City to discuss project and information disseminated from the City provided information. The goal of the kickoff meeting is to discuss the stream and culvert alternatives and discuss the overall objectives, key stakeholders, key milestones, and other important information with the City.

##### **TOPOGRAPHIC SURVEY**

1. Coordinate with utility locators and Missouri One-Call to identify the existing utilities within the extended project limits. Locate all field marks (paint and flags).
2. Coordinate Topographic Field Survey:
  - a. Establish Horizontal Control Points. Horizontal Project Datum will be referenced to Missouri State Plane Coordinate System NAD 1983 (HARN Adjustment), West Zone.
  - b. Establish Vertical Project Benchmarks. Vertical Project Datum will be referenced to North American Vertical Datum 1988 (NAVD88).
  - c. Conduct Topographic Survey:
    - i. Design Topography Survey for the project will include field location of all topographic elements determined critical to the design. Low opening and garage floor elevations will be included. Utilities will be shown as marked by Missouri One-Call locators, and supplemented with available mapping.
    - ii. Flow lines and pipe size and material on all storm and sanitary sewer pipes and structures located within the survey limits.
    - iii. Survey limits will be along the existing channel from 500 feet upstream of Ward Road to 500 feet downstream of Ward Road. On the east side of Ward Road, survey will generally extend from the residences along the north side of the channel to approximately 50 feet south of the channel. On the west side of Ward

Road, survey will extend from the north bank of the channel south to the rear lot lines of existing residential lots. Ward Road will be surveyed to connect to the limits on each end, and survey limits will be widened adjacent to Ward Road to ensure adequate survey to tie in grading at Ward Road. The enclosed system will be surveyed from the outfall north approximately 350 feet to an existing open channel, including a 30' ground strip centered on the enclosed pipe along the entire length.

3. Gather base mapping for supplementing the Field Surveys.
4. Determine approximate elevations of existing utilities based on standard bury depths. Complete Vacuum Excavation in up to 8 locations to locate underground utilities at critical locations, and field survey the horizontal and vertical location of the top of the utility at that location.
5. Coordinate miscellaneous field check of existing planimetric base map for accuracy.

#### PRELIMINARY ENGINEERING STUDY (PES)

1. Utilize current effective HEC-RAS model provided by the City.
2. Develop an existing conditions model utilizing available GIS data, field survey data, and other available data.
3. Complete an evaluation of up to three alternatives to address 1% chance flood levels that inundate houses and overtop Ward Road. Provide improvements to meet current Lee's Summit freeboard/flood protection requirements in the 1% chance and more frequent storms.
4. Alternatives evaluated will include a house buyout option with a proposed park improvement, a culvert replacement option with stream improvements, and potentially one other hybrid alternative.
5. Provide a summary report of the Preliminary Engineering Study documenting the data and models used, analysis, results, permitting needs, and recommendations, including costs for each alternative.
6. Review a draft with City staff and finalize recommended improvements for design.

#### GEOTECHNICAL EXPLORATION

1. The design consultant will perform borings at three (3) selected locations. These borings will be advanced to depths of 15 feet each or to practical auger refusal, whichever occurs first. Samples will be obtained using split barrel or thin walled tube sampling techniques at 2.5-foot intervals in the upper 5 feet and at 5 foot intervals thereafter in each of these borings.
2. The design consultant will visually observe the samples. Proposed laboratory testing will include visual soil classification, unconfined compression tests, density tests, moisture content tests, and up to four (4) Atterberg limits tests.
3. Upon completion of the laboratory testing program, the design consultant will prepare a geotechnical engineering report for the project. The report will contain a discussion of the subsurface soil and bedrock conditions encountered and will provide RCB subgrade preparation recommendations and recommended soil design parameters and lateral earth pressures for retaining wall design.

#### BASE MAP CREATION

1. Coordinate and manage survey tasks to maintain schedule and completion of a survey planimetric base map and tin model (DTM) with field data according to design consultant standards.
2. Create 3D TIN of survey data to represent existing ground in electronic format.
3. Review and correlate Title Reports for their content and completeness.

4. Research and field locate found monumentation, Land Section Corners, and physical evidence to assist in the preparation of the ownership map.
5. Prepare existing ownership and right-of-way base map by utilizing title reports (provided by City), recorded plats acquired from the county courthouse, and processed field data.

#### CONCEPT PUBLIC MEETING

1. Public meeting preparation including exhibits, comment forms, sign in sheets, name tags, current exhibits showing concept improvements. This meeting will be an open house style meeting. The City will prepare and mail invitations.
2. Project manager and one design personnel will attend the public meeting.

#### **PRELIMINARY DESIGN (ASSUMES CHANNEL/CULVERT IMPROVEMENTS FROM PES)**

##### 60% STORM DRAINAGE IMPROVEMENT DESIGN

1. Prepare cover sheet.
2. Prepare channel typical sections.
3. Prepare channel/culvert plan and profiles.
4. Design Channel Improvements and Bank Stabilization.
5. Design storm sewer for enclosed system on SW Lea Drive east of Ward Road.
6. Design Culverts, headwalls/wingwalls, roadway replacement.
7. Prepare Phasing Plan.
8. Refine preliminary three-dimensional grading model and make adjustments to slopes as needed to minimize impacts to adjacent structures, yards, and trees.
9. Prepare 60% design construction cost estimate.
10. Submit 60% plans to City Staff for approval.
11. Attend review meeting.

#### UTILITY COORDINATION

1. Obtain mapping from each utility company.
2. Identify utility conflicts and coordinate with utility companies to develop relocation concepts.
3. Develop utility coordination plans.
4. Create and maintain utility relocation schedule.

#### PREPARATIONS OF LEGAL SURVEY DESCRIPTIONS AND PARCEL EXHIBITS

1. Prepare survey descriptions for proposed Right-of-way, Permanent Drainage Easements, Temporary Construction Easements, and other easements necessary to construct the project. It is estimated that there will be survey descriptions for 12 tracts necessary for acquisition process by others.
2. Preparation and review of the survey exhibit maps outlining the Right-of-way, Permanent Drainage Easements, Temporary Construction Easements necessary to construct the project. The survey exhibit maps will be prepared according to City standards and created as a color plot. One (1) survey exhibit map will be prepared for each parcel along project limit corridor. The survey exhibit maps and survey descriptions will be utilized for acquisition process by the City's ROW agent Curt Powelson.
3. Stake takings for condemnation hearing, if necessary.

#### 60% PLANS PUBLIC MEETING

1. Public meeting preparation including exhibits, comment forms, sign in sheets, name tags, current plan sets. This meeting will be an open house style meeting. The City will prepare and mail invitations.
2. Project Manager and two design personnel will attend the public meeting.

## **FINAL DESIGN**

### **ENVIRONMENTAL COORDINATION**

1. Complete an evaluation of Waters of the US that could be potentially impacted by the project.
2. After Preliminary Design is complete, prepare and submit a Nationwide Permit Application to the US Army Corps of Engineers for concurrence that the project will meet applicable CWA Section 404 and 401 requirements.

### **FINAL PERMITTING**

1. Complete CLOMR Application and submit to FEMA.
2. Complete Floodplain Development Permit application for City of Lee's Summit, including a no-rise certification.
3. Complete SWPPP and provide information for City reporting to MDNR.
4. Provide information and support for other City permit authorizations, as needed.

### **FINAL STREAM/CULVERT DESIGN**

5. Complete final design and plans for culverts, channel, and enclosed system improvements.
6. Complete design for erosion and sediment control, traffic control, surface and road restoration, and other required details.
7. Prepare the Project Manual utilizing available City standard contract documents adapted to and combined with project specific requirements and job special provisions
8. Prepare final design construction cost estimate.
9. Submit final plans, specifications, and engineers estimate to City Staff for approval.

### **UTILITY COORDINATION**

1. Identify utility conflicts and coordinate with utility companies to develop final relocation plans.
2. Develop final utility coordination plans.
3. Create and maintain utility relocation schedule.
4. Stake right of way and easement limits for utility relocations.

### **LOMR**

1. Complete as-built verification survey.
2. Prepare and submit LOMR application. Assist City with public notifications.
3. Respond to questions from FEMA.

## **BIDDING PHASE**

1. Submit electronic files of the bid set to the City
2. Answer Contractor questions during the bid period and prepare written addenda to the bidding documents.
3. Attend and prepare for the pre bid meeting and prepare minutes.
4. Attend bid letting and assist the City in analyzing bids and making recommendations.

## **PROJECT DELIVERABLES**

### Study Phase

- One hard copy and one .pdf copy of the Preliminary Engineering Study
- One hard copy and one .pdf copy of the Geotechnical Report

### Preliminary Design

- One full size, one half size, and one .pdf copy of Preliminary Plans for review
- One hard copy and one .pdf of Preliminary Opinion of Probable Construction Costs
- One hard copy and one .pdf copy of the survey exhibit map and easement description for each tract
- One .pdf copy of all Title Reports
- One .pdf copy of utility maps provide by utilities

### Final Design

- One full size, one half size, and one .pdf copy of Draft Final Plans for review
- One full size, one half size, and one .pdf copy of sealed Final Plans
- One hard copy and one .pdf of Final Opinion of Probable Construction Costs
- One hard copy and one .pdf of CWA Section 404 submittal
- One hard copy and one .pdf copy of the CLOMR and LOMR applications
- One hard copy and one .pdf copy of the Project Manual (including SWPPP and job special provisions)

### Bidding Phase

- Copies in .pdf format of plans or specifications, as needed.

### Option Services

- Plans and job special provisions consistent with preliminary design and final design submittals

## **PROJECT SCHEDULE**

Assumes Notice to Proceed on or before July 24 , 2019.

August 16, 2019 – Skeleton Survey Complete for PES

September 12, 2019 – Draft Preliminary Engineering Study Complete

October 9, 2019 – Field Survey Complete

December 12, 2019 – Preliminary Plans submitted to City for Review

March 12, 2020 – Easement survey exhibit maps and descriptions submitted to City

April 30, 2020 – Final Plans submitted to City for Review

July 30, 2020 – Final Construction Plans and job special provisions submitted to City.

### **This scope of services was prepared based on the following assumptions:**

1. General
  - a. No federal funding is associated with this project.
  - b. All plan sets submitted are full-size (22"x34"), and half-size (11"x17") black and white plans on bond.
  - c. Permit fees for city, state, and federal permits will be paid directly by City.
  - d. City will agree to allow geotechnical access and right of entry to necessary areas via City rights-of-way, subject to City right of way and traffic control permits.



- e. Design consultant electronic release contract shall be signed by non-City entities receiving CAD files.
  - f. All available as-built drawings, existing studies, aerial photos, and other information will be delivered to design consultant upon the notice to proceed and prior to the kick-off meeting.
2. Standards
    - a. The stream, culvert, and storm sewer design will follow the City's Design and Construction Manual, supplemented by APWA – Kansas City Specifications and Standard Plans or MoDOT standards and specifications.
    - b. No specific plan format or CAD workspace is required.
  3. Surveys
    - a. City will provide current electronic CAD/GIS data including aerials, contours and available planimetrics, as well as current available floodplain data (modeling, digital GIS layers, etc.).
    - b. City ROW Agent, Curt Powelson, to provide Title Reports for an estimated 12 parcels.
  4. Environmental
    - a. The City will be responsible for all permit and mitigation fees, if required.
    - b. This scope assumes the work for the project will be covered under a Nationwide Permit. An Individual Permit can be provided for a supplemental fee.
  5. Waterline and Sanitary Sewer
    - a. No water relocations are anticipated. Sanitary Sewer Relocation needs, if any, will be determined at a later date.
  6. Design Consultant Project Management
    - a. Coordination with City staff will take place on a continual basis via phone conversations, emails, and meetings.
  7. Construction services are not included in this scope of services and will be negotiated at a future date.
  8. Irrigation restoration plans are not included.
  9. USACE Nationwide permit is assumed for the work.
  10. City to pay all permit fees and FEMA submittal fees related to the project.
  11. Condemnation preparation and total takings are not included in this scope of services and may be added to the scope and fee at a future date if required.
  12. Property acquisition services are not included in this scope of services.

**END OF SCOPE**

EXHIBIT A

**OLSSON BILLING RATE SCHEDULE**

**2019 LABOR RATES**

<u>Description</u>	<u>Range</u>
Principal.....	109 - 381
Project Manager.....	103 - 189
Project Professional.....	94 - 168
Assistant Professional.....	47 - 143
Designer.....	84 - 178
CAD Operator.....	32 - 116
Survey.....	43 - 171
Construction Services.....	40 - 189
Administrative/Clerical.....	29 - 130

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule