

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR PRYOR ROAD PHASE 2 IMPROVEMENTS (RFQ NO. 2023-058)**

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and **Affinis Corp** (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for **Pryor Road Phase 2 Reconstruction** (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 agreements 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"):

Attached as part of Exhibit 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"):

Attached as part of Exhibit A

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

City shall provide the following services to Engineer:

Attached as Exhibit B

**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 Million One Hundred Thousand Nine Hundred Seventy-Eight 95/100 Dollars (\$1,100,978.95)**, 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 C attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit C. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of **One Million Forty Thousand One Hundred Forty 30/100 Dollars (\$1,040,140.30)**.
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit C attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit C. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of **Sixty Thousand Eight Hundred Thirty-Eight 65/100 Dollars (\$60,838.65)**.
- 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 Agreement or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Agreement 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:

Attached as Exhibit D

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. GENERAL:

1. Insurer Qualifications: Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, the insurance set forth in this Section with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above, and with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
2. No Representation of Coverage Adequacy: The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
3. Additional Insured: All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
5. Primary Insurance: Engineer's insurance shall be endorsed to indicate its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13, or equivalent.
6. Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing the required coverage is in force and contains the provisions as required herein for the six-year period.
7. Waiver: To the fullest extent permitted by law, all policies required herein, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Engineer. Engineer shall arrange to have such subrogation waivers incorporated into each policy via endorsement.
8. Policy Deductibles and/or Self-Insured Retentions: The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention under the required general liability and automobile liability policies shall not erode the limit required by the City. Engineer shall be solely responsible for any such deductible or self-insured retention amount.
9. Automatic Escalator: The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2021 is \$ 2,940,868.00 for all claims arising out of a single accident or occurrence.
10. Use of Subcontractors: If any work under this Agreement is subcontracted in any way, Engineer shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Engineer. Engineer shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
11. Notice of Claim: Engineer shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. 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 in an amount such that the policy aggregate becomes less

than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Agreement. A breach of this provision is material breach of the Agreement.

12. Evidence of Insurance: Prior to commencing any work or services under this Agreement, Engineer will provide the City with suitable evidence of insurance in the form of certificates of insurance and, if requested by the City, a copy of the relevant endorsement for the insurance policies as required by these requirements, issued by Engineer's insurance insurer(s) as evidence that policies are placed with reasonably acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in these requirements and that such coverage and provisions are in full force and effect. The City shall reasonably rely upon the certificates of insurance and endorsements for the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way these insurance requirements or obligations.

If any of the policies required by these requirements expire during the life of the Agreement, it shall be Engineer's responsibility to forward renewal certificates and relevant endorsements the City 30 days prior to the expiration date. All certificates of insurance and relevant endorsements shall be identified by referencing the Agreement; certificates of insurance and endorsement for the insurance policies submitted without referencing the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

- a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - i. Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - iii. Excess Liability – Follow Form to underlying insurance.
 - b. Engineer's insurance under which City is included as an additional insured shall be primary, non-contributory insurance with respect to performance of the Agreement.
 - c. All policies, except for Professional Liability, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Engineer under this Agreement.
 - d. ACORD certificate of insurance form 25 (2014/01) is preferred.
13. All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063-2358

B. REQUIRED INSURANCE COVERAGE:

1. Commercial General Liability: Engineer shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of at least \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 07 04 and CG 20 37 07 04, or their equivalents. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
2. Automobile Liability: Engineer shall maintain Business Automobile Liability insurance with an unimpaired limit of at least \$1,000,000 each occurrence on Engineer’s owned, hired and non-owned vehicles assigned to or used in the performance of the Engineer’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
3. Professional Liability: Engineer shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose negligent acts, mistakes, errors and omissions the Engineer is legally liable, with an unimpaired liability insurance limit of at least \$3,000,000 each claim and \$3,000,000 annual aggregate. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
4. Workers’ Compensation Insurance: If Engineer employs anyone who is required by law to be covered by workers’ compensation insurance, Engineer shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Engineer’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
5. Cyber Liability Insurance: If this Agreement is the subject of any services involving the City’s information technology structure, or if the Engineer engages in any services in any way related to performing work involving the City’s information technology structure under this Agreement, Engineer shall maintain Cyber Liability insurance with limits not less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Engineer in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

- C. **CANCELLATION AND EXPIRATION NOTICE:** Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to 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, and will not employ or retain for the duration of this Agreement, 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 agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.
- 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 SCOPE OF WORK:** 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 mutually executed written 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 cost to mitigate or correct the effects of such termination, including by not limited to damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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 subcontract, sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written and signed 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 Agreement 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, defend, and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all judgments, damages, claims, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, directives, errors, omissions, or willful misconduct, in the performance of Engineer's duties and services under this Agreement, or any supplements or amendments thereto, of Engineer, or its employees, officers, agents, or any tier of subcontractor or person for which Engineer may be legally liable in the performance of this Agreement. Nothing contained in this Agreement is to be construed to waive the City's sovereign immunity or any other immunity or defense available to the City, its officers, employees, agents, or elected officials.
- L. **LIMITATION OF LIABILITY:** In no event will either Party be liable to other Party 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 warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.
- 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, and any suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- 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 laws and regulations.
- 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. **NON-EXCLUSIVE AGREEMENT.** This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.
- W. **TIME OF THE ESSENCE.** Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Engineer's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.
- X. **SIGNATORY AUTHORITY.** Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.
- Y. **IMMIGRATION REQUIREMENTS.** Pursuant to Section 258.530, RSMo. if Agreement exceeds five thousand dollars (\$5,000.00), Engineer warrants and affirms to the City that (i) Engineer is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Engineer does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Engineer shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Engineer reciting compliance is not sufficient.

- Z. **RIGHTS AND REMEDIES.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Engineer from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
- AA. **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.
- BB. **CONFIDENTIALITY OF RECORDS.** The Engineer shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Engineer's duties under this Agreement. Persons requesting such information should be referred to the City. Engineer also agrees that any

information pertaining to individual persons shall not be divulged other than to employees or officers of Engineer as needed for the performance of duties under this Agreement.

CC. ANTI-DISCRIMINATION AGAINST ISRAEL ACT. If this Agreement has a total potential value of \$100,000 or more and Engineer has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo. and to the fullest extent permitted by law, Engineer certifies that Engineer is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

DD. PROVISIONS REQUIRED BY LAW. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

EE. SEVERABILITY. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

FF. 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
220 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

Mike McKenna
Vice President
Affinis Corp
8900 Indian Creek Parkway
Overland Park, Kansas 66210

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.

GG. E-SIGNATURE AND COUNTERPARTS. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

**ARTICLE VIII
EXHIBITS**

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – City Data Request
- Exhibit C – Fee Estimate
- Exhibit D - Schedule

City and Engineer, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

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, MISSOURI

ENGINEER: Affinis Corp

Mark Dunning, City Manager



BY: Michael McKenna

ATTEST:

TITLE: Vice President

Trisha Fowler Arcuri, City Clerk

ATTEST:



APPROVED AS TO FORM:

Scott Ison,
Chief Counsel of Infrastructure and Recreation

Exhibit A
Scope of Services
PRYOR ROAD PHASE 2 IMPROVEMENTS (RFQ NO. 2023-058)
(Hook Road to MO-150)

Engineer, upon receipt of an executed purchase order approved by the City Manager, will prepare a traffic study, survey, preliminary/right-of-way plans, right-of-way documentation and exhibits, final plans, specifications, contract document support, and estimates for the project known as the Pryor Road Phase II Reconstruction Project.

Project Description:

This project is the design of the reconstruction of Pryor Road from Hook Road to MO-150 and includes a traffic study, surveying, grading, new concrete pavement, curb and gutter, hydraulic analysis, culvert extension/replacement, storm sewer, street lighting, ADA-compliant sidewalk and shared-use path, signing, pavement marking, and traffic control.

General Design Requirements:

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Geological investigations or studies, if necessary, shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies. Rights of way and easement descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the descriptions.

The design criteria used by the Engineer shall include but not be limited to the latest editions, supplements, and revisions of the following publications:

- Current City of Lee's Summit Municipal Code
- City of Lee's Summit Design and Construction Manual (Infrastructure) and Standard Detail Drawings
- LSMO APWA
- American Association of State Highway and Transportation Officials: A Policy of Geometric Design of Highways and Streets
- American Association of State Highway and Transportation Officials: Roadside Design Guide
- United States Department of Transportation Federal Highway Administration Manual of Uniform Traffic Control Devices (MUTCD)
- Guide for the Planning, Design and Operation of Pedestrian Facilities
- ADAAG Manual: A Guide to the Americans with Disabilities Act Accessibility Guidelines
- Public Rights-of-Way Accessibility Guidelines (Proposed)

TASK 1. DATA COLLECTION

1.01. Control Survey:

- A. The Engineer shall establish and document project control:
 - 1. Establish horizontal and vertical control, tied to the existing quarter section points and the state plane system.
 - 2. Recover and tie section corners.
 - 3. Provide reference ties for the project control points.
 - 4. Recover project benchmarks.
 - 5. Establish temporary benchmarks throughout the project as needed for design survey.

1.02. Field Survey:

- A. Distribute notification letters to residents prior to beginning field survey.
- B. Field design surveys of all existing surface topographic features within the project limits. Field locate driveway joints, visible irrigation systems, low opening elevation adjacent to stormwater system and at low points.
- C. Survey existing locatable property corners and include in mapping. Does not include resetting any corners.
- D. Download and process design surveys.
- E. Develop existing surface from surveys.
- F. Provide miscellaneous pick-up surveys for critical areas outside original project limits as preliminary design progresses (assumes 5 days of supplemental field work).
- G. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.
- H. Field survey off-site storm sewer structures, channels, and swales upstream and/or downstream of trunk line crossings as needed.
- I. Contact Missouri One-Call and the City to coordinate marking of underground utilities and field locate all marked or visible utilities.
- J. Prepare base map at a scale of 1" = 20' showing contours at 1-foot intervals, surveyed topographic features, property owner information, utility service lines and property and easement lines.

1.03. Traffic Data:

- A. Traffic data shall be collected to evaluate the intersections of Pryor Road with Crane Road, Amber Lane, and Kline Avenue. The traffic data collected includes:
 - 1. AM and PM peak hour turning movement counts at the intersections on a typical weekday after school is back in session.
 - 2. 24-hour traffic counts at the intersections on a typical weekday.
 - 3. Crash analysis along Pryor Road.

a. City will furnish the Engineer with the latest crash reports.

4. Speed Study along Pryor Road.

1.04. Utility Coordination:

- A. Contact utilities, obtain record facility maps, inquire about planned upgrades, and identify point of contact information.
- B. Coordinate and survey pothole information for critical vertical utility locations. (A maximum of 24 hours is included in the basic scope for pot-hole surveys. If additional time is required, the work will be done under a supplemental agreement.)
- C. Schedule and attend approximately three all-inclusive (3) utility coordination meetings and twelve (12) web hosted or Affinis office. These meetings will consist of a project introduction, a ROW plan review, and a utility construction schedule review meeting.
 - 1. Assumes 2 people with meeting minutes prepared and distributed for each meeting.
 - 2. Preparation for meeting, agendas, and list of conflicts table for each meeting.
 - 3. Submit PDF of right-of-way plans (colored utilities) to utility companies for their use in preparing for relocations.
 - 4. Assist utilities with conflict coordination.
 - a. Provide electronic base maps to all utilities for their use in developing relocation plans.
 - b. Compile a master utility relocation drawing from the individual utility's electronic relocation plans provided above. These plans are intended to facilitate timely and more accurate coordination among utilities and are NOT intended for construction or locating purposes. The Consulting Engineer does NOT guarantee the accuracy of these compiled utility drawings, nor the possible conflicts not indicated in these plans.
 - 5. Correspondence with the Utilities on project related items via phone, fax, email, and mail. Includes one-on-one meetings, as necessary. Assumes approximately four (4) hours per week for forty (40) weeks.

1.05. Ownership and abutting property information:

- A. Obtain ownership information. The Consulting Engineer understands the City will provide ownership information investigations. The costs associated with ownership information investigations shall be paid by the City to the Title Company.
- B. Prepare property ownership schedule/spreadsheet which includes owner name, tract number, proposed easements, and takings.
- C. Collect record drawings from the City on abutting projects and developments.
- D. Develop existing right-of-way from existing plans received from the City and ownership information received.

1.06. Geotechnical Investigations:

- A. Affinis will coordinate with geotechnical on boring locations.
- B. Affinis will review geotechnical information and submit report to City.
- C. Drilling within City of Lee's Summit and MoDOT right-of-way is anticipated. Completion of the City of Lee's Summit and MoDOT permits will be performed. However, permitting fees are not budgeted. Geotechnology currently maintains a \$5,000 right-of-way bond with the City of Lee's Summit. Additional bonding fees are not budgeted.
- D. Notification of Missouri One-Call. Prior to notification, a representative of Geotechnology will estimate the boring locations relative to site features. Measurement of the as-drilled boring locations by a professional surveyor is recommended.
- E. Traffic control will be subcontracted to a third-party and performed in accordance with the latest edition of the *Manual of Uniform Traffic Control Devices*; flaggers will be used.
- F. We understand that the work is restricted between the hours of 9:00 am and 3:00 pm. The work will be performed Monday thru Friday.
- G. Borings on pavement at six locations are budgeted. Prior to drilling, the pavement will be cored. Each pavement core will be measured, and a photograph included in the report.
- H. All borings are planned for paved areas and none will be planned for lawn areas.
- I. Drilling and soil sampling to a depth of 15 feet at 10 locations. If auger refusal material is encountered prior to the planned boring depth, the boring will typically be terminated. Based on Geotechnology's previous experience along Pryor Road, auger refusal material at a depth of less than 15 feet is anticipated.
- J. Soil sampling will be performed using split-spoon and Shelby tube techniques at 2.5-foot intervals to 10 feet followed by 5-foot intervals thereafter. A bulk sample of auger cuttings from the pavement borings will also be collected.
- K. The borings will be logged by a field engineer or geologist.
- L. Each borehole will be backfilled with dry mix concrete and topped with a thickness of quick-set concrete equivalent to the thickness of the pavement section. Auger cuttings will be wasted along the shoulder area next to the borehole.
- M. Laboratory testing on split-spoon samples will include determination of moisture content and Atterberg limits. Laboratory testing on Shelby tube samples will include moisture content, Atterberg limits, unconfined compressive strength, and dry unit weight determination. Laboratory testing on the bulk sample will include Atterberg limits, standard Proctor moisture-density (ASTM D698) and California bearing ratio.
- N. Draft and final reports will be prepared by a Missouri-registered professional engineer. The reports will include the results of the borings and laboratory tests; a boring location plan, and considerations/recommendations for site grading, preparation of pavement subgrades, excavations, and temporary slopes. This fee also includes design of a Portland cement concrete pavement section using WinPAS software. However, traffic data must be provided for the pavement designs.

- O. Drilling is anticipated to take two (2) days and includes (a) pavement coring, drilling, soil sampling, borehole backfilling and pavement patching at 10 locations and (b) restricted work hours of 9:00 am to 3:00 pm.
- P. Laboratory testing will take 2 to 3 weeks, and a draft report will be issued approximately 2 weeks after completion of laboratory testing. The final report will be issued approximately 10 days after receipt of comments on the draft report.

TASK 2. PRELIMINARY DESIGN PHASE

2.01. Pryor Road Concept and Traffic Study:

- A. Attend pre-design meeting. Invite representatives from other City departments to collaborate on community goals, master plans, and future needs/projects within project area.
- B. Evaluate existing intersection control and sight distance at side streets.
- C. Review Existing Conditions Data
- D. Determine future traffic volumes using annual growth rate provided by City.
- E. Determine the capacity of the roadway network using appropriate software (Synchro or HCS).

Scenarios to be analyzed are as follows:

- 1. Existing Conditions (year 2023)
- 2. Project Conditions (year 2026)
- 3. Future Conditions (year 2046)

- F. Review signal, turn lane, and streetlighting warrants for existing and future volumes.
- G. Develop recommendations to the existing network and the site plan that will maintain an acceptable Level of Service based on a field review, model analysis, compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and local standards, Access Management Code, and engineering judgment.
- H. Prepare report explaining the study's purpose, results, and recommendations.

2.02. Preliminary Design:

- A. Review all available existing plans, previous studies, and pertinent information regarding the Project.
- B. Develop design criteria for the project; prepare design memorandum.
- C. Develop detailed design schedule with project milestones. Submit copy to City and provide updates at scheduled progress meetings.
- D. Schedule and coordinate project activities with the City.
- E. Analyze the storm drainage needs along the Project.
 - 1. Determine watershed areas for all streams and basins draining onto the proposed roadway.
 - 2. Determine ultimate development stormwater flows crossing or entering the

proposed roadway.

3. Create existing conditions hydraulic model.
 - a. Analyze gutter spread at critical locations along project for 10-year (gutter spread) and 100-year (flood protection for homes) storm events.
 - b. Analyze overflow swales within project area for 100-year flood protection of adjacent homes.
4. Prepare drainage memorandum to summarize findings and recommendations.

F. Preliminary Geometrics:

1. Develop proposed typical section(s) for Pryor Road.
2. Develop preferred horizontal alignment for Pryor Road.
3. Create vertical profile for Pryor Road that minimizes impacts to adjacent properties and provides intersection sight distance for side streets.
4. Determine sidewalk and shared-use path locations that minimize impacts to adjacent properties.
5. Develop tie-in connections for side streets.
6. Evaluate and determine driveway impacts. Design driveway tie-ins to minimize impact as much as possible.
7. Evaluate side street intersection control and sight distance.
8. Create 3D model of roadway using proposed typical section(s), preferred horizontal alignment, and vertical profile. Incorporate sidewalk, shared-use path, side streets and driveways. Establish necessary break lines and targets for swales, grading and contours to be utilized in necessary production of cross section and earthwork quantities.

G. Analyze & Evaluate Right-of-Way impacts:

1. Determine impacts and grading limits to establish necessary easement takings for utilities, storm, retaining walls, construction, and maintenance (both temporary and permanent).

2.03. Prepare preliminary plans:

- A. Cover sheet.
- B. General notes and legend.
- C. Survey reference and alignment detail sheets.
- D. Typical sections.
- E. Surface drainage design.
 1. Identify storm sewer capacity and develop preliminary storm system layout for improvements.
 2. Drainage area maps.
 3. Drainage calculations, including hydraulic grade calculations. HGL shall be shown on the storm sewer profiles.

- 4. Storm sewer profiles.
- F. Plan and Profile sheets.
 - 1. Plan scale = 1" = 20'
 - 2. Profile scale H = 1" = 20'; V = 1" = 5'
- G. Cross sections every 25 feet, including grade break and drive profile information.
- H. Identify service line and meter adjustments throughout the project. (Waterline relocation plans are not included and shall be considered a future modification.)
- I. Preliminary temporary traffic control and construction sequencing plan sheets.
- J. Preliminary signal design and geometric improvements at MO-150.
- K. Preliminary street lighting.
- L. Preliminary pavement marking and signing.

2.04. Quality Assurance Review:

- A. Perform quality assurance review of preliminary designs.

2.05. Submit Preliminary Plans & Opinion of Probable Construction Cost:

- A. Develop preliminary opinion of probable project costs itemized by unit of work, including a 15-percent contingency. Compare to City budget.
- B. Submit a PDF version of preliminary plans and opinion of probable construction cost to the City.

2.06. Submit Request for Design Exceptions:

- A. Prepare and submit request for design exceptions, if necessary.

2.07. Submit (colored utilities) Preliminary Plans:

- A. Submit PDF of preliminary plans (colored utilities) to utility companies for their use in preparing plans for relocations.

2.08. Preliminary Work Review meetings:

- A. Meet with City as necessary in connection with such preliminary work.
- B. Assumed Approximately three (3) meetings with two (2) people for two (2) hours with meeting minutes prepared and distributed.

2.09. Project Administration and Correspondence:

- A. Project administration and correspondence with the City on project related items via phone, fax, email, and mail.
- B. Assumes approximately three (3) hours per week for twelve (12) weeks.

2.10. Final Preliminary plan review meeting and field check

- A. Preliminary plan review meeting and field check to be performed with representatives of the Consulting Engineer and the City.
- B. Address red lines/mark-ups, revisions, and comments.

TASK 3. RIGHT-OF-WAY PHASE

3.01. Prepare ROW Plans:

- A. Cover sheet.
- B. General notes and legend.
- C. Survey reference and alignment detail sheets.
 - 1. Right-of-Way Plans. Update plans and profile pages to reflect all proposed takings.
- D. Typical sections.
- E. Plan and Profile sheets.
 - 1. Plan scale = 1" = 20'
 - 2. Profile scale H = 1" = 20'; V = 1" = 5'
- F. Cross sections every 25 feet, including grade break and drive profile information.

3.02. Quality Assurance Review:

- A. Perform quality assurance review of ROW plans.

3.03. Submit ROW Plans and Opinion of Probable Construction cost:

- A. Develop preliminary opinion of probable project costs itemized by unit of work, including a 10-percent contingency. Compare to City budget.
- B. Submit PDF of ROW plans and opinion of probable construction cost to the City.

3.04. Submit (colored utilities) ROW Plans:

- A. Submit a PDF version of (colored utilities) ROW plans to utility companies for their use in preparing plans for relocations.

3.05. ROW Review Meeting:

- A. Meet with City, as necessary, in connection with such right-of-way work.
- B. Assumes approximately one (1) meeting with two (2) people for two (2) hours with meeting minutes prepared and distributed.

3.06. Project Administration and Correspondence:

- A. Project administration and correspondence with the City on project related items via phone, fax, email, and mail.
- B. Assumes approximately three (3) hours per week for ten (10) weeks.

3.07. Final ROW Plan Review Meeting:

- A. ROW plan review meeting to be performed with representatives of the Consulting Engineer and the City.
- B. Address red lines/mark-ups, revisions, and comments.

3.08. Prepare right-of-way and easements documents:

- A. Describe right-of-way and easements necessary to complete project (Assumes forty-five (45) tracts will require permanent or temporary construction easements).
 - 1. Furnish legal descriptions sealed by an PLS licensed in the state of Missouri.
 - 2. Maps and sketches as follow:
 - a. Individual drawings of takings for each ownership will be formatted to adhere to the City template.
 - 3. Revise legal descriptions and ownerships as required. (City to furnish updates)
 - a. Describe right-of-way and easements and provide tract maps as necessary to complete project up to a total of forty-five (45) tracts. This will include items outlined in above Section 3.08.A.1&2.
 - b. Provide survey sealed PDFs of legal descriptions, easement documents and exhibits to City for distribution and execution.

3.09. Public Information:

- A. Prepare for and attend approximately three (3) public meetings to explain the project to property owners and key stakeholders, and to receive public comments. The meetings will be held at the beginning of the project, during right-of-way and easement acquisition, and prior to construction starting.
 - 1. Prepare exhibits appropriate for each meeting. Exhibits will include conceptual exhibit; right-of-way plans and easement documents; and construction plans.
 - 2. Have staff available to explain the proposed work and to answer questions. Approximately three (3) people for three (3) hour meetings along with setup time is budgeted.

3.10. Permitting:

- A. Prepare the necessary plans and applications for Lee's Summit ROW and USACE 404/401. No other permit activities are anticipated to be required under this Basic

Scope of Services. If additional permitting is required, the work shall be done under a supplemental agreement.

TASK 4. FINAL DESIGN

4.01. Prepare Detailed Plans and Specifications:

- A. Cover sheet.
- B. General notes and legend.
- C. Survey reference and alignment detail sheets.
- D. Typical sections.
- E. Surface drainage design.
 - 1. Finalize system layout and pipe profiles.
 - 2. Update plan notes and drainage calculations.
- F. Plan and Profile sheets.
 - 1. Plan scale = 1" = 20'
 - 2. Profile scale H = 1" = 20'; V = 1" = 5'
- G. Cross sections every 25 feet, including grade break and drive profile information.
- H. Property schedule, including driveway replacement and restoration items.
 - I. Intersection details with pavement dimensions, stations and offsets indicated. Also includes curb return stations, elevations, curb type (wet/dry), drainage arrows and proposed contours.
- J. Final temporary traffic control for construction plan sheets.
- K. Final signal design and geometric improvements at MO-150. This includes MoDOT coordination
- L. Final street lighting.
 - 1. Pole locations.
 - 2. Define design parameters.
 - 3. Circuit information including control center locations.
- M. Final pavement marking and signing.
- N. Final grading adjustments and construction limits.
- O. Staged erosion and sediment control (ESC) plans.
- P. Standard and special details. This will include incorporating City furnished standards along with incorporating necessary special details to supplement the standard details. Special details required for non-conforming items such as structural related items such as monuments, footing/foundations, septic systems,

or other plumbing modifications are not included and would be under in a supplemental agreement.

4.02. Final Submissions:

- A. Supply technical specifications, special provisions, bid item list, and method of payment to the City in support of completing the project manual.

4.03. Final Plan Quantities:

- A. Perform final plan quantity takeoffs and develop quantity summary tables.

4.04. Quality Assurance:

- A. Perform quality assurance review of final design.

4.05. Stormwater Pollution Prevention Plan:

- A. Stormwater Pollution Prevention Plan (SWPPP), including erosion and sediment control plans and provide a PDF of the SWPPP manual to the City at time of bidding.

4.06. Opinion of Probable Cost:

- A. Prepare a detailed opinion of probable cost.

4.07. Submit Final Plans:

- A. Submit final plans to City for review.

4.08. Prepare Bid Documents:

- A. Address final plan review comments and prepare bid documents.

4.09. Submit Bid Documents:

- A. Submit bid documents to City in reproducible electronic format and furnish an electronic (PDF) copy of the plans and special section bid documents. Additionally, up to 4 paper copies of detailed plans. These shall include no more than 4 half-size sets (11" x 17").

4.10. Final Design Phase Meetings:

- A. Meet with City as necessary during preparation of detailed plans. This assumes approximately four (4) meetings with two (2) people for two (2) hours with meeting minutes prepared and distributed.

4.11. Project Administration and Correspondence:

- A. Project administration and correspondence with the City on project related items via phone, fax, email, and mail. This assumes three (3) hours per week for twenty (20) weeks.

TASK 5. BIDDING

5.01. Bidder Requests:

- A. Respond to bidder's requests for information during the bidding process.

5.02. Prepare written addenda:

- A. Prepare written addenda to the bidding documents as required and or requested.

5.03. Bid analysis:

- A. Assist the City in analyzing bids and making recommendation for award of the construction contract.

5.04. Pre-bid conference:

- A. Attend a pre-bid conference.

5.05. Pre-construction conference:

- A. Attend and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies.
- B. Prepare and send out meeting minutes.

Task 6. OPTIONAL SERVICES

6.01. Field Survey Items

- A. As requested, stake centerline every 100 feet as may be required by utilities or other entities to plan relocation work. Includes one re-staking and/or re-painting for a total of 16 hours for a 3-person crew.
- B. As requested, provide field staking for proposed storm sewer structures as requested for utility relocations. (A maximum of 24 hours for a 2-person crew is included in the Basic Scope for staking these items. If additional staking work is required for the utilities, it shall be done as a supplemental agreement.)

6.02. Current Development Access Coordination:

- A. Review of up to (2) adjacent proposed planned developments for ingress-egress and geometric tie-in's to Pryor Road). Update traffic report if needed.

6.03. Additional Design Scope:

- A. Design and detailing (ISRW) walls if needed for the project. Non-ISR walls are NOT included in the Basic Scope of Services and shall be under a supplemental agreement.

6.04. Additional Public Engagement:

- A. The Consulting Engineer will be available to meet with City staff and critical stakeholders as directed by the City to discuss the project at any time throughout the project. Assume approximately ten (10) meetings with one (1) person for two (2) hours including travel.
- B. Provide material to City for their use in posting project related information on City's website.

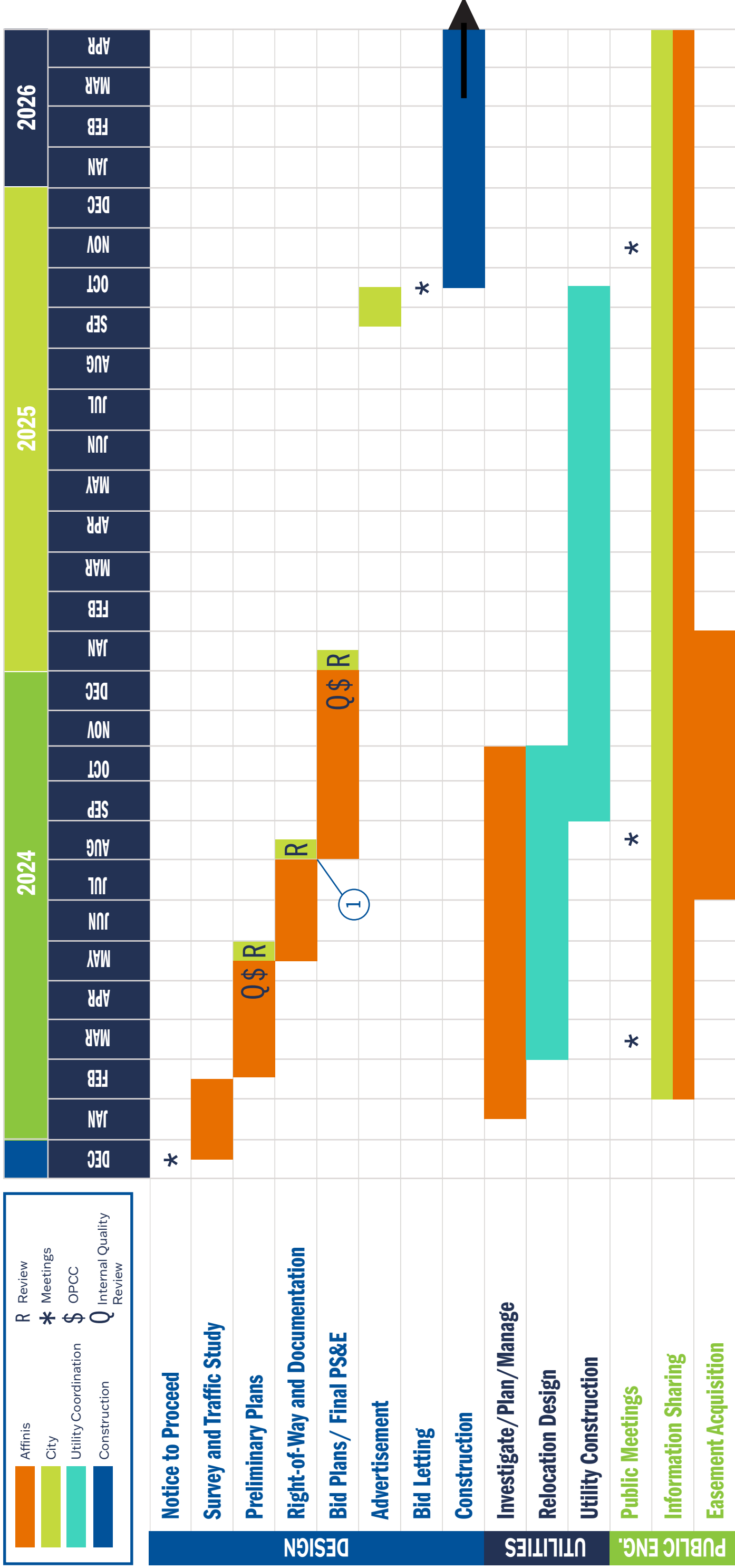


Exhibit C
2024 Billing Rate Schedule

Professional Services	Billing Rate
Principal	\$315.00
Senior Project Manager	\$305.00
Senior Engineer II/Project Manager II	\$240.00
Senior Engineer I/Project Manager I	\$220.00
Engineer III	\$210.00
Engineer II	\$200.00
Engineer I	\$175.00
Intern Engineer (IE) II	\$145.00
Intern Engineer (IE) I	\$135.00
Cost Estimator	\$170.00
Senior Cost Estimator	\$200.00
Construction Services Manager/Project Rep IV	\$175.00
Project Representative III	\$160.00
Project Representative II	\$135.00
Project Representative I	\$120.00
Project Representative	\$105.00
Design Technician II	\$200.00
Design Technician I	\$160.00
CADD Technician II	\$125.00
CADD Technician I	\$115.00
GIS Specialist	\$115.00
Land Surveyor III	\$240.00
Land Surveyor II	\$170.00
Land Surveyor I	\$135.00
Survey Crew Member II	\$135.00
Survey Crew Member I	\$115.00
Utility Coordinator	\$130.00
One-Person Survey Crew	\$185.00
Project Related Support Services II	\$120.00
Project Related Support Services I	\$100.00
Equipment Charges	
IRS Mileage	\$0.655/mile
KDOT Mileage	\$0.655/mile
Survey Vehicle Mileage	\$0.80/mile
Boat Rental	\$20.00/hour

Exhibit D

Exhibit 1 to Ordinance



① Begin condemnation process.