

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR BROWNING STREET EXTENTION FROM BROWNING STREET TO HAMBLLEN
ROAD (RFQ NO. 568-32372)**

THIS AGREEMENT made and entered into this ____ day of _____, 2019, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Bartlett & West, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for Browning Street Extension – Browning Street to Hamblin Road (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"):

Extend a commercial/industrial roadway, Browning St, along a planned alignment to Hamblen Rd. The project will include two 18 FT lanes, sidewalks, curb and gutter, a turn lane at Hamblen, lighting as needed, an enclosed storm drainage system, pavement marking, signing, and a relocation of a water main along Hamblen Rd. The project will also include coordinating with other conflicting underground utilities including, but not limited to, KCP&L, Google Fiber, AT&T, Lee's Summit School District, sewer, Spire Gas, Time Warner, and Charter. Total Project Length is approx. 2,100 FT.

The specific scope items are as follows:

TASK 1 – SURVEY AND DATA COLLECTION

- 1.1 Pre-design meeting with City staff.
- 1.2 Locate section corners and property corners within the project area to establish section lines, property lines and existing right-of-way.
- 1.3 Establish project horizontal and vertical control utilizing the MoDOT GPS Reference Station Network. The survey data will be based on the Missouri State Plane (West Zone) coordinate system 1983 datum with NAVD 88 vertical control.
- 1.4 Perform One-Call request for utility locates. Field locate utilities based on utility company information and/or physical evidence of said utility.
- 1.5 Perform topographic survey in the general area of the project site.
- 1.6 Establish benchmarks and horizontal control points to allow construction staking of the project.
- 1.7 County Assessor records will be researched for existing plats, property lines and easements on the properties adjacent to the project.
- 1.8 Establish property lines, section lines and roadway centerlines from surveyed and collected data.
- 1.9 Obtain and review available updated aerial mapping, flown LiDAR 2 ft. contours, and other planimetrics. Review mapping of other City utilities, such as water and sewer systems. Information will be provided by the City to the consultant in digital format (shapefiles from GIS and/or PDFs of as-built plans) for consultant use.
- 1.10 Request, obtain, and review information from utility companies near the project location.
- 1.11 Develop project base map incorporating survey data and the data provided by the City.
- 1.12 Field check of project mapping and collecting pictures to be used in the design.
- 1.13 Perform preliminary geotechnical investigation of project area. Includes 3 borings to assess presence of rock, allowable spill slopes and potential of settlement on new alignment. To be performed by subconsultant.
- 1.14 No traffic counts or traffic analysis is included in this scope of services.
- 1.15 Request existing plan information from Union Pacific.
- 1.16 Meet with Union Pacific Railroad to evaluate project and right-of-way needs.

TASK 2 – 35% PLANS

- 2.1 Develop horizontal and vertical alignments for Browning Street extension to Hamblen Road.
- 2.2 Develop striping modifications for Hamblen Road for adjustments to right and left turn lanes.
- 2.3 Develop geometry to tie-in the water utility access to Browning Street instead of current access on Hamblen Road.
- 2.4 Develop linework for sidewalk construction along the existing Browning Street alignment.
- 2.5 Determine options for existing drainage system at the Browning Street and Hamblen Road intersection.

- 2.6 Develop inlet layout and pipe size and flowlines for new drainage system on Browning Street.
- 2.7 Provide preliminary inlet and pipe calculations including flow to the inlet, bypass flow, spread, pipe flow and pipe capacity.
- 2.8 Meet with the City to discuss drainage solutions and general geometrics. Includes field check.
- 2.9 Develop 35% plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate. The preliminary plan set is anticipated to include:
 - 2.9.1 Cover Sheet
 - 2.9.2 General Notes, Quantities and Legend
 - 2.9.3 Typical Section
 - 2.9.4 Plan and Profile Sheets. Assumes 5 sheets at 20 scale.
 - 2.9.5 Survey Reference Information
 - 2.9.6 Alignment Data Sheet
 - 2.9.7 Pavement Marking and Signing
 - 2.9.8 Street Light Layout
 - 2.9.8 Water Line Relocation Plan
 - 2.9.10 Drainage Area Map
 - 2.9.11 Preliminary Drainage Calculations (including estimated detention basin size)
- 2.10 Develop opinion of probable cost to assist with budget assessment.
- 2.11 Submit plans and cost estimate to City.
- 2.12 Meet with the City to review 35% plans.
- 2.13 Submit 35% plans to each utility and conduct one utility coordination meeting to review plans and solicit comments. City to provide utility contact information. This scope does not include developing relocation plans for private utilities.
- 2.14 Submit 35% plans to Union Pacific and meet with railroad to review plans.
- 2.15 No box culvert design is included in this scope of services.
- 2.16 No permitting is included in this scope of services.

TASK 3 – 65% Plans

- 3.1 Incorporate City comments into plans.
- 3.2 Develop driveway profiles and geometry for driveway reconstructions along the existing Browning Street to accommodate ADA criteria.
- 3.3 Perform hydrologic and hydraulic calculations of storm sewer system to finalize storm sewer layout and determine pipe size and flowlines.
- 3.4 Perform detention basin calculations comparing existing and proposed flow conditions.
- 3.5 Develop preliminary drainage report including an analysis of the existing basin and comparison to the proposed basin.
- 3.6 Develop 65% plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate. The plan set is anticipated to include:
 - 3.6.1 Cover Sheet

- 3.6.2 General Notes, Quantities and Legend
- 3.6.3 Typical Section
- 3.6.4 Plan and Profile Sheets. Assumes 5 sheets at 20 scale.
- 3.6.5 Survey Reference Information
- 3.6.6 Alignment Data Sheet
- 3.6.7 Pipe Profiles
- 3.6.8 Driveway Profiles
- 3.6.9 Retaining Wall Profiles
- 3.6.10 Retaining Wall Cross Section and Details
- 3.6.11 Joint Plan
- 3.6.12 Pavement Marking and Signing
- 3.6.13 Detention Basin Grading
- 3.6.14 Detention Basin Outlet Details
- 3.6.15 Street Light Details
- 3.6.16 Traffic Control
- 3.6.17 Erosion/Sediment Control
- 3.6.18 Water Line Relocation Plan
- 3.6.19 Water Line Special Details
- 3.6.20 Drainage Area Map
- 3.6.21 Drainage Calculations
- 3.6.22 Cross Sections
- 3.7 Prepare permanent easement/right-of-way and temporary easement documents (legal descriptions and exhibits only) to acquire necessary easements or right-of-way. The City will insert the legal descriptions and exhibits into their standard easement forms. It is anticipated that three tracts will require easements or right-of-way. Exhibits will be colorized for clarity.
- 3.8 Update opinion of probable construction cost.
- 3.9 Submit 65% plans to each utility and conduct one utility coordination meeting to review plans and solicit comments.
- 3.10 Meet with the City to review 65% plans.
- 3.11 No public meeting is included in this scope of services.

TASK 4 – 100% Plans

- 4.1 Incorporate City, utility and Union Pacific comments into the plans.
- 4.2 Develop construction plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate. The plan set is anticipated to include:
 - 4.2.1 Cover Sheet
 - 4.2.2 General Notes, Quantities and Legend
 - 4.2.3 Typical Section
 - 4.2.4 Plan and Profile Sheets. Assumes 5 sheets at 20 scale.
 - 4.2.5 Survey Reference Information
 - 4.2.6 Alignment Data Sheet
 - 4.2.7 Pipe Profiles
 - 4.2.8 Driveway Profiles

- 4.2.9 Retaining Wall Profiles
- 4.2.10 Retaining Wall Cross Section and Details
- 4.2.11 Joint Plan
- 4.2.12 Pavement Marking and Signing
- 4.2.13 Detention Basin Grading
- 4.2.14 Detention Basin Outlet Details
- 4.2.15 Street Light Details
- 4.2.16 Traffic Control
- 4.2.17 Erosion/Sediment Control
- 4.2.18 Water Line Relocation Plan
- 4.2.19 Water Line Special Details
- 4.2.20 Drainage Area Map
- 4.2.21 Drainage Calculations
- 4.2.22 Cross Sections
- 4.3 Prepare Project Manual, including Project Special Provisions (PSP) and Division 0, 1, 2 and other specifications as required.
- 4.4 Update opinion of probable cost.
- 4.5 Provide a final drainage report.
- 4.6 Coordinate with utilities on their relocation efforts and status.
- 4.7 Meet with the City to review 100% plans.
- 4.8 Incorporate City and utility comments and submit final signed/sealed PDF documents to the City for bidding.
- 4.9 Complete plan review and schedule field meeting with City inspector on site.

TASK 5 – PROJECT MANAGEMENT AND COORDINATION

- 5.1 Communication with the City throughout the project including regular progress reports.
- 5.2 General project administration and invoicing throughout the project.
- 5.3 No additional meetings are included in this scope of services.

TASK 6 – BIDDING PHASE SERVICES

- 6.1 Conduct prebid meeting with the City and contractors.
- 6.2 Answer questions from bidders during bidding regarding plans and specifications.
- 6.3 Develop any necessary addendums.
- 6.4 Attend the bid opening and assist City in evaluating bids. Prepare recommendation in the form of an email.

TASK 7 – CONSTRUCTION SERVICES

- 7.1 These services will be handled with a supplemental agreement as needed.

**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"):

No additional services identified at the time of Agreement execution.

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

City shall provide the following services to Engineer:

- A. Provide Engineer with all criteria and full information as to City's requirements for the Project, including design objectives, capacity, performance requirements, and budgetary limitations upon which Engineer may rely. Engineer shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by City, City's consultants and contractors, and information from public records, without the need for independent verification.
- B. Furnish available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the site.
- C. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required to perform services under this Agreement.
- D. Examine alternative solutions, reports, drawings, specifications, and other documents presented by Engineer and render timely decisions pertaining to the documents.
- E. Provide timely reviews, approvals, and permits from all governmental authorities having jurisdiction over elements or phases of the Project.
- F. Participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Engineer.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of one

hundred ninety-five thousand thirty-five and 00 Dollars (\$195,035.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of one hundred ninety-five thousand thirty-five and 00 Dollars (\$195,035.00).
- 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 N/A Dollars (\$).
- 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:

- 35% Plans – June 11, 2019
- 65% Plans – October 22, 2019
- 100% Plans – August 4, 2020

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

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

ARTICLE VI INSURANCE

- A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in 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 in excess of \$100,000.00, whether or not such impairment came about as a result of this contract.
- 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, and elected officials, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. **LIMITATION OF LIABILITY:** In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or

other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

- O. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. **SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes. Nothing herein shall be construed as establishing any responsibility or obligation on the part of the Engineer for jobsite safety issues, programs or precautions of anyone but its own employees and subconsultants for whom it is legally responsible.
- 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:

Todd Kempker
Bartlett & West, Inc.
1719 Southridge Drive, Suite 100
Jefferson City, MO 65109

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:

Trisha Acruri Fowler, City Clerk

APPROVED AS TO FORM:

Nancy K. Yendes
Chief Council of Infrastructure and Planning

ENGINEER:



BY: Bob Gilbert
TITLE: Vice President

ATTEST:



BARTLETT & WEST, INC.
2019 SCHEDULE OF HOURLY CHARGES
Effective January 1, 2019

Engineer Landscape Architect Architect Planner	XI	\$259.00	Right-of-Way Technician VI	\$137.00
	X	236.00	Right-of-Way Technician V	127.00
	IX	219.00	Right-of-Way Technician IV	115.00
	VIII	205.00	Right-of-Way Technician III	104.00
	VII	190.00	Right-of-Way Technician II	91.00
	VI	173.00	Right-of-Way Technician I	79.00
	V	161.00		
	IV	150.00	GIS Coordinator IX	\$259.00
	III	138.00	GIS Coordinator VIII	242.00
	II	127.00	GIS Coordinator VII	230.00
	I	113.00	GIS Coordinator VI	212.00
		GIS Coordinator V	201.00	
		GIS Coordinator IV	184.00	
		GIS Coordinator III	167.00	
		GIS Coordinator II	150.00	
		GIS Coordinator I	138.00	
Engineering Technician XI	\$202.00			
Engineering Technician X	173.00			
Engineering Technician IX	150.00			
Engineering Technician VIII	135.00			
Engineering Technician VII	121.00			
Engineering Technician VI	112.00			
Engineering Technician V	104.00			
Engineering Technician IV	96.00			
Engineering Technician III	81.00			
Engineering Technician II	69.00			
Engineering Technician I	58.00			
		GIS Developer/DBA V	\$184.00	
		GIS Developer/DBA IV	173.00	
		GIS Developer/DBA III	161.00	
		GIS Developer/DBA II	150.00	
		GIS Developer/DBA I	138.00	
		GIS Analyst V	\$150.00	
		GIS Analyst IV	138.00	
		GIS Analyst III	127.00	
		GIS Analyst II	115.00	
		GIS Analyst I	104.00	
Surveyor X	\$207.00			
Surveyor IX	190.00			
Surveyor VIII	173.00			
Surveyor VII	156.00			
Surveyor VI	142.00			
Surveyor V	127.00			
Surveyor IV	113.00			
Surveyor III	102.00			
Surveyor II	89.00			
Surveyor I	78.00			
		GIS Technician IV	\$104.00	
		GIS Technician III	92.00	
		GIS Technician II	81.00	
		GIS Technician I	69.00	
		Project Coordinator VII	\$240.00	
		Project Coordinator VI	207.00	
		Project Coordinator V	190.00	
		Project Coordinator IV	161.00	
		Project Coordinator III	144.00	
		Project Coordinator II	133.00	
		Project Coordinator I	119.00	
		Systems Analyst	\$184.00	
		Systems Administrator	138.00	
		Systems Technician	92.00	
Survey Technician VIII	\$144.00			
Survey Technician VII	126.00			
Survey Technician VI	113.00			
Survey Technician V	98.00			
Survey Technician IV	87.00			
Survey Technician III	76.00			
Survey Technician II	67.00			
Survey Technician I	61.00			
Construction Eng. Tech IX**	\$179.00			
Construction Eng. Tech VIII	167.00			
Construction Eng. Tech VII	150.00			
Construction Eng. Tech VI	138.00			
Construction Eng. Tech V	127.00			
Construction Eng. Tech IV	114.00			
Construction Eng. Tech III	101.00			
Construction Eng. Tech II	89.00			
Construction Eng. Tech I	79.00			
		Administrator VI	\$144.00	
		Administrator V	127.00	
		Administrator IV	115.00	
		Administrator III	98.00	
		Administrator II	86.00	
		Administrator I	76.00	
		Administrative Technician V	\$83.00	
		Administrative Technician IV	75.00	
		Administrative Technician III	67.00	
		Administrative Technician II	61.00	
		Administrative Technician I	55.00	
Right-of-Way Specialist IV	\$240.00			
Right-of-Way Specialist III	190.00			
Right-of-Way Specialist II	165.00			
Right-of-Way Specialist I	147.00			

BARTLETT & WEST, INC.

SCHEDULE OF REIMBURSABLE COSTS/CHARGES

EFFECTIVE JANUARY 1, 2019

<u>DESCRIPTION</u>	<u>CHARGE AMOUNT</u>	<u>UNIT</u>	<u>EXP CODE</u>
* Represents a new charge type added			
REPRODUCTION			
Blackline Prints			
Bond, Full Size - 24x36	\$ 1.00	Each	PBOND1
Bond, Half Size Reduction - 11x17	\$ 0.70	Each	PBOND 1/2
Vellum, Full Size - 24x36	\$ 6.00	Each	PVELLUM
Mylar, Full Size - 24x36	\$ 12.00	Each	PMYLAR
Photocopies			
Black & White - up to 11x17	\$ 0.15	Each	COPIES
Small Size Color Copies , 8.5x 11	\$ 0.90	Each	CCOPY
Large Size Color Copies, > 8.5x 11	\$ 1.50	Each	CCOPYLG
* On-line Documents	\$ 2.00	Each	ONLINEDOC
Scan			
Small Scan - 8.5 x 11 (Black/Color)	\$ 0.12	Each	PGSCAN
Full Size Scan - 24x36 -(Black)	\$ 2.00	Each	SCAN
Full Size Scan - 24x36 - (Color)	\$ 5.00	Each	CSCAN
Inkjet Plotters - 24x36			
Bond (Black)	\$ 1.50	Lin. Ft.	PLOT
Bond (Color)	\$ 2.50	Lin. Ft.	PLOTC
Vellum (Black/Color)	\$ 3.00	Lin. Ft.	PLOTV
Mylar (Black/Color)	\$ 6.00	Lin. Ft.	PLOTM
SYSTEMS & SOFTWARE CHARGES			
CADD Software Charges (AutoCAD, Civil 3D, LDD, GEOPAC etc.)	\$ 7.00	Hour	CADD
GIS Software Charges (ArcView,ArcInfo, ArcEditor)	\$ 7.00	Hour	GIS
FIELD EQUIPMENT & MATERIALS			
Nuclear Density Testing Equipment	\$ 30.00	Hour	NUCLEAR
Survey Equipment			
Survey Equipment One-Man Crew	\$ 50.00	Hour	SEQ1
Survey Equipment Two-Man Crew	\$ 25.00	Hour	SEQ2

BARTLETT & WEST, INC.

SCHEDULE OF REIMBURSABLE COSTS/CHARGES

EFFECTIVE JANUARY 1, 2019

<u>DESCRIPTION</u>	<u>CHARGE AMOUNT</u>	<u>UNIT</u>	<u>EXP CODE</u>
FIELD EQUIPMENT & MATERIALS (cont.)			
LiDAR Equipment			
LiDAR Equipment Charges (Static)	\$ 1500.00	Day	LIDAR
LiDAR Equipment Charges (Mobile)	Minimum \$5000/day up to 5 miles per day. Add'l miles per day are \$1000/mile after 5 mile minimum is reached.	Day/Mile	LIDAR_MOB_ M
Staking Materials			
Lath & Flats (16")	\$ 0.45	Each	LATH/FLAT
Lath & Flats (48")*	\$ 0.70	Each	LATH48
Wooden Hubs	\$ 0.40	Each	HUBS
Iron Pins	\$ 1.55	Each	IRONPIN
VEHICLES			
Trucks, Cars, SUV's - all vehicles	\$ 0.58 to \$ 0.66	Mile	varies
ATV (All Terrain Vehicle)	\$ 50.00	Day	ATV
ATV (All Terrain Vehicle) incl. Trailer	\$ 75.00	Day	ATVT
UTV (Utility Terrain Vehicle) incl. Trailer	\$ 130.00	Day	UTVT
MISCELLANEOUS			
Per Diem	Per established Diem	Per Day	