

**EXHIBIT 1 TO ORDINANCE**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR THE WARD ROAD IMPROVEMENTS  
(NW O'BRIEN ROAD TO NW BLUE PARKWAY) PROJECT  
(RFQ NO. 2022-040)**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Walter P. Moore and Associates, Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for the Ward Road Improvements (NW O'Brien Road to NW Blue Parkway) (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") as outlined in Exhibit A, attached hereto and incorporated herein by reference.

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

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") is outlined in Exhibit A, attached hereto and incorporated herein by reference.

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

The following services and information shall be provided by the City to Engineer:

- Provide available water and sewer locations, size, and materials
- Available and applicable GIS shapefiles
- Tenant Names
- Watermain and Sanitary Sewer capacity analysis
- Copies of available and applicable reports and as-built plans
- Available drainage studies
- Available traffic studies
- Available plats of adjacent properties
- Available planning documents associated with the project area.
- Pay any fees associated with permits
- Assist Consultant in gaining right-of-entry to private property for geotechnical exploration
- Easement and right-of-way negotiations
- Assemble final Contract Documents
- City operations staff will pothole transmission water main if determined to be necessary.

### 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 Four Hundred Forty-Four Thousand Three Hundred Fifteen Dollars (\$444,315.00), 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 B attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit B. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of Four Hundred Twenty-Nine Thousand Nine Hundred Fifty-Five Dollars (\$429,955.00)
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit B. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Fourteen Thousand Three Hundred Sixty Dollars (\$14,360.00).

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- 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 Project Schedule outlined in Exhibit A, attached hereto and incorporated herein by reference.

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,

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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

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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.

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- 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  
Attn: Public Works  
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.

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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

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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



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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

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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.

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- 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

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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

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and notices to Engineer shall be addressed to:

Walter P. Moore and Associates, Inc.  
Attn: Kati Horner  
1100 Walnut, Suite 1825  
Kansas City, MO 64106

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 to be provided by Engineer/Project Schedule/Assumptions

Exhibit B – Billing Rate 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.

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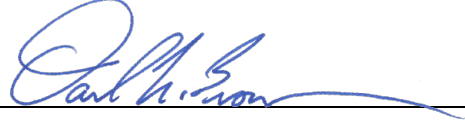
**THIS AGREEMENT** shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF LEE'S SUMMIT, MISSOURI**

**WALTER P. MOORE AND ASSOCIATES, INC.**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

  
\_\_\_\_\_

By:  Daniel L. Brown

ATTEST:

Title:  Senior Principal

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Ison,  
Chief Counsel of Infrastructure and Recreation

**PHASE 1.        PRELIMINARY DESIGN****1.01. Data Collection**

- A. Attend pre-design meeting (Assumes 3 people for 2 hours with agenda and meeting minutes prepared and distributed).
- B. Develop design criteria for the project; update and distribute.
- C. Complete a pre-design walk through with the City to discuss and identify the limits of the project, limits of topography and boundary information needed, and other site information which may impact the design of the project.
- D. Pre-project engagement.
  1. Prepare and deliver door hangers.
  2. Prepare a letter to the property / business owners introducing the project and the design team and providing contact information for questions. A questionnaire will be included asking specific questions related to their property (i.e. drainage concerns, irrigation system locations, etc.). A self-addressed stamped envelope will be provided to return the questionnaire to the design team. In addition, an online version of the questionnaire will be created, and a link provided in the letter for those that prefer to complete online. Once the material to distribute to the property / business owners is approved by the City, it will be delivered to each property / business owner either in person or by mail. Electronic and mailed responses will be compiled and geolocated.
- E. Field data collection for the project limits:
  1. Control surveys.
    - a. Survey research and survey coordination.
    - b. Process control surveys.
    - c. Recover and tie section corners.
    - d. Establish project control points.
    - e. Provide reference ties for project control points.
    - f. Recover project benchmarks.
    - g. Establish temporary benchmarks throughout the project as needed for design surveys.
  2. Field surveys.
    - a. Field survey all existing surface topographic features within the project limits, as illustrated in Exhibit A.
    - b. Survey existing locatable property corners and include in mapping. Does not include resetting any corners.
    - c. Download and process design surveys.
    - d. Develop existing surface from surveys.
    - e. Provide miscellaneous pick-up surveys for critical areas outside original project limits as preliminary design progresses. (Assumes 1 day of supplemental work.)

## EXHIBIT 1 TO ORDINANCE

- f. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.
  - g. Contact Missouri One-Call and the City to coordinate marking of underground utilities and field locate all marked or visible utilities.
  - h. Low opening elevation of existing structures along the east side of the project.
  - i. Off-site storm sewer structures and swales adjacent to the project.
  - j. Field locate visible irrigation systems, if any.
  - k. Contact utilities, obtain record facility maps, and inquire about planned upgrades.
  - l. Survey pick-ups for boring locations, and additional survey needed. (assumes three (3) additional trips).
3. Collect and incorporate record drawings and information of nearby projects, utilities, studies, plans, GIS data, and other pertinent information.
- F. Ownership and Abutting Property Information
1. Secure plats.
  2. Obtain ownership information. The City shall obtain Ownership and Encumbrance Reports (O&Es) for necessary tracts of land and provide to the Consulting Engineer. Collect record drawings on abutting projects and developments.
- G. Geotechnical investigation. The Consulting Engineer shall contract with a geotechnical firm to drill exploratory borings at defined locations to determine existing subsurface conditions. The costs associated with the work shall be paid by the Consulting Engineer to the geotechnical firm.
1. Location of public utilities at boring locations will be coordinated through Missouri 811 and the City of Lee's Summit. City permit will be completed.
  2. Pavement coring, drilling and soil sampling at seven locations. The two borings at the box culvert location will be sampled to a depth of 20 feet. The five pavement borings will be sampled to a depth of 10 feet. If auger refusal material occurs before the planned depth the boring will be terminated. Rock coring is not planned. Pavement cores will be performed with an approximate 6-inch diameter barrel.
  3. Soil sampling will be performed using split-spoon and Shelby tube techniques at regular intervals.
  4. The borings will be logged by a field geologist/engineer.
  5. Each boring will backfilled with tamped dry concrete mix and capped with a thickness of either quickset cement or Aquaphalt pavement patch equivalent to the thickness of the pavement section. This technique will allow the roadway to be opened immediately after drilling.
  6. Laboratory testing will include determination of moisture content, Atterberg limits and unconfined compressive strength. Pavement cores will be photographed.
  7. Site reconnaissance to assess areas of pavement distress.



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8. The report will be prepared by a Missouri-registered professional engineer. The report will include the results of the borings and laboratory tests, a plan depicting the locations of the borings and areas of pavement distress, and recommendations for site grading, excavations, preparation of pavement subgrades, lateral earth pressure values for retaining walls and box culvert walls, and foundation recommendations for the box culvert and retaining walls.
  9. Drilling and the proposed borehole restoration technique will take one day, and can be completed between the hours of 8 am and 4 pm.
  10. An allowance of \$3,500 for preparation of a traffic control plan and a flagging crew for a single day is included.
- 1.02.** 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.** Box Culvert inspection & Analysis
- A. Obtain, review, and analyze historical records and as-built information
  - B. Perform inspection of box culvert, wing walls, approach pavement, and surrounding area.
  - C. Prepare inspection report and recommendations.
- 1.04.** Watershed analysis.
- A. Determine watershed areas for all streams and basins draining onto and adjacent to the proposed roadway and intersections.
  - B. Determine 10-year, 25-year, and 100-year stormwater flows crossing or entering the roadway.
  - C. Locate all storm drainage system discharges upstream from the project.
  - D. Create existing conditions hydraulic model.
    1. Analyze gutter spread at critical locations along project for design storm event.
    2. Analyze enclosed system pipe capacity for design storm event.
- 1.05.** Traffic Analysis & Memorandum
- A. Traffic Analysis Memorandum with findings and recommendations
    1. AM & PM peak hour counts
    2. Corridor Counts
    3. Warrant Analyses
    4. Traffic Analysis, including crash data, existing plus 20-year future LOS, and traffic calming
    5. School coordination and site circulation review
    6. Creation and distribution of Traffic Analysis Memorandum with findings and recommendations

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### 1.06. Stormwater Best Management Practice (BMP) Evaluation

- A. Site visit & corridor analysis
- B. Determine potential BMP locations
- C. Develop BMP Application Recommendations
- D. Project coordination & management

### 1.07. Conceptual Layout

- A. Develop conceptual layout key project components:
  - 1. Includes preferred horizontal & vertical alignment along Ward Road from Blue Parkway to O'Brien Road.
  - 2. Includes intersection layout options, school traffic options, sidewalk locations, lane widths, and storm sewer layout.
- B. School Site Circulation Layout Plans
- C. Stormwater BMPs. Consideration for stormwater management options at the intersection of Blue Pkwy & Ward Road.
- D. Includes box culvert options and recommendations, including preservation, replacement adjacent stormwater best management practices options, etc.
- E. Includes development of estimates of probably costs and comparisons of options
- F. Includes exhibits each for two layout options at Ward Road & Blue Parkway, Ward Road & O'Brien Road, and at Westview Elementary School.
- G. Pavement Life Cycle Cost Analysis and Recommendations
- H. Prepare cost estimate for conceptual layout.

### 1.08. Preliminary Roadway and Storm Drainage Design.

- A. Create preliminary horizontal alignment for Ward Road from Blue Parkway to O'Brien, including extents of intersection impacts and sidewalk construction on Blue Parkway from Ward Road to Oxford Place.
- B. Create preliminary vertical profile for Ward Road, intersections, and extents of improvements along O'Brien and Blue Parkway.
  - 1. Evaluate grading alternatives that minimize impacts to adjacent properties.
  - 2. Analyze retaining wall locations.
- C. Create preliminary storm sewer design.
  - 1. New storm sewer system extending along Ward Road and tying into intersecting systems along the corridor.
  - 2. Analyze condition and hydraulic capacity of existing box culvert. Determine 100-year flood elevation for this system.

### 1.09. Prepare Field Check plans. Anticipated plan sheets include:

- A. Cover sheet.
- B. General notes and legend.
- C. Survey reference information and alignment data sheet.
- D. Typical sections.

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- E. Storm drainage design.
  - 1. Drainage area map.
  - 2. Drainage calculations.
  - 3. Storm sewer structure design calculations
  - 4. Hydraulic grade calculations
  - 5. Storm sewer profiles.
- F. Plan and profile sheets (Plan Scale 1"=20', Profile Scale Horiz. 1"=20', Vert. 1"=5').
  - 1. Ward Road
  - 2. Blue Parkway
  - 3. O'Brien Road
- G. Cross sections every 25 feet, in addition to points of interest, showing existing drives, utilities, earthwork areas and grade break information.
- H. Intersection layouts
  - 1. Ward Road & Blue Parkway
  - 2. Ward Road & O'Brien Road
- I. Sidewalk layout
  - 1. Blue Parkway – approximately 550 feet
- J. ADA ramp layouts.
- K. Preliminary temporary traffic control for construction plan sheets, including preliminary phasing plan.
- L. Stormwater BMP Layout
- M. Water Main Layout
  - 1. Generate base plan sheets
  - 2. Prepare preliminary drawings per Lee's Summit Water Utilities standards.  
The drawings shall include the proposed alignment, ground surface profile, known above ground and buried utilities, crossing locations, proposed valves, and branch line connections. A profile of the water main will be developed to show slope of line segments and elevations of critical points such as changes in grade and sewer line crossings. Anticipated plan sheets include:
    - a. General notes and legend.
    - b. Water Main Plan and Profile sheets (Plan Scale 1"=20', Profile Scale Horiz. 1"=20', Vert. 1"=5')
- N. Sanitary Sewer Layout
  - 1. Generate base plan sheets
  - 2. Prepare preliminary drawings per Lee's Summit Water Utilities standards.  
The preliminary drawings shall include the proposed alignment, ground surface profile, known above ground and buried utilities, and crossing locations. A profile of the sanitary sewer main will be developed to show

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slope of line segments and elevations of critical points such as changes in grade and sewer line crossings. Anticipated plan sheets include:

- a. General notes and legend.
- b. Sanitary Sewer Main Plan and Profile sheets (Plan Scale 1"=20', Profile Scale Horiz. 1"=20', Vert. 1"=5')

### 1.10. Submit Field Check (30%) Plans

- A. Develop preliminary opinion of probable project construction costs itemized by unit of work, including contingency.
- B. Perform quality assurance review.
- C. Submit field check plans and opinion of probable construction cost to City for review. Consulting Engineer will provide two (2) full-size and two (2) half-size sets of plans and one digital PDF set of plans suitable for printing additional copies.

### 1.11. Field Check Meeting to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans. Entire project will be walked and necessary additions/changes to the design will be noted. Assumes one (1) meeting with three (3) people for four (4) hours with minutes prepared and distributed.

### 1.12. Right-of-Way and Easements

- A. Describe right-of-way and easements necessary to complete project. Assumes fifteen (15) temporary and/or permanent easements and/or rights-of-way will be required.
  1. Furnish legal descriptions sealed by a Registered Land Surveyor (RLS) licensed in the State of Missouri. Legal descriptions will also be provided in a digital format compatible with Microsoft Word.
  2. Maps and sketches as follows:
    - a. Individual exhibit drawings of takings for each ownership including:
      - (1) Title block.
      - (2) Ownership boundaries.
      - (3) Existing rights-of-ways and easements.
      - (4) Proposed takings identified with text and graphically.
      - (5) Legend for taking type.
      - (6) Graphical scale and north arrow.
      - (7) Ownership information.
      - (8) Legal description of all takings.
      - (9) Private property impacts, including grading limits, trees, landscaping, sodding, etc.
  3. Provide digital copies of sealed legal descriptions, easement/right-of-way documents, and exhibits to City for distribution and execution.
- B. The Consulting Engineer shall stake in the field the location of rights-of-way and/or permanent easements to assist with property acquisition. Assumes one (1) trip by surveyor.

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### 1.13. Prepare Right-of-Way (60%) Plans

- A. Update "Field Check" plans to reflect all proposed takings for City review.
- B. Update "Field Check" plans to reflect City comments and modifications identified during the preliminary utility coordination review.
  - 1. Adjust horizontal and vertical roadway profiles
  - 2. Refine storm sewer design and update calculations
  - 3. Modify grading limits, driveway profiles, sidewalk profiles,
  - 4. Refine mass and fine grading
  - 5. Prepare intersection details, driveway
- C. Prepare and detail Right-of-Way plan sheets: Anticipated plan sheets include:
  - 1. Cover sheet.
  - 2. General notes and legend.
  - 3. Survey reference information and alignment data sheet.
  - 4. Typical sections.
  - 5. Storm drainage design.
    - a. Finalize system layout and pipe profiles.
    - b. Update plan notes and drainage calculations.
  - 6. Plan and Profile sheets (Plan Scale 1"=20', Profile Scale Horiz. 1"=20', Vert. 1"=5').
    - a. Ward Road
    - b. Blue Parkway
    - c. O'Brien Road
  - 7. Cross sections every 25 feet, in addition to points of interest, showing existing drives, utilities, earthwork areas and grade break information.
  - 8. Intersection preliminary design.
    - a. Ward Road & Blue Parkway
    - b. Ward Road & O'Brien Road
  - 9. Driveway layouts
  - 10. Sidewalk preliminary design
    - a. Blue Parkway
  - 11. ADA ramp layouts
  - 12. Retaining wall layout
  - 13. Streetlighting Preliminary Design
    - a. General notes and legend
    - b. Pole locations
    - c. Define design parameters
    - d. Circuit information including control center locations

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14. Temporary traffic control for construction plan sheets, including preliminary phasing plan.
15. Pavement marking and signing.
16. Preliminary Stormwater BMP Design.
17. Erosion and sediment control (ESC) plans.
  - a. Create narrative explanation of the ESC plan.
  - b. Include before and after construction ESC staging notes on the plans.
18. Preliminary Water Main Design
  - a. Based on comments received, prepare 60% plans for water main design. Anticipated plan sheets include:
  - b. Prepare preliminary construction drawings per Lee's Summit Water Utilities standards. The preliminary drawings shall include the proposed alignment, ground surface profile, known above ground and buried utilities, crossing locations, proposed valves, branch line connections and temporary and permanent connection details. Construction details must include provisions that provide for filling, flushing, testing, disinfection, flushing disinfectant, thrust restraint, and permanent connections, with the least possible disruption of service to customers. Particular attention should be paid to sequencing of connections to further reduce service outages. A profile of the water main will be developed to show slope of line segments and elevations of critical points such as changes in grade and sewer line crossings. Anticipated plan sheets include:
    - (1) General notes and legend.
    - (2) Water Main Plan and Profile sheets (Plan Scale 1"=20', Profile Scale Horiz. 1"=20', Vert. 1"=5')
    - (3) Connection details
    - (4) Standard and special details.
19. Preliminary Sanitary Sewer Design
  - a. Based on comments received, prepare 60% plans for sanitary sewer main design. Anticipated plan sheets include:
    - (1) General notes and legend.
    - (2) Sanitary Sewer Main Plan and Profile sheets (Plan Scale 1"=20', Profile Scale Horiz. 1"=20', Vert. 1"=5')
    - (3) Standard and special details.

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### 1.14. Submit Right-of-Way (60%) Plans

- A. Update engineer's estimate of probable cost
- B. Perform quality assurance review.
- C. Submit Right-of-Way Plans. Consulting Engineer will provide one digital PDF set of plans suitable for plotting, as needed.

### 1.15. Prepare the necessary plans and applications for permit submission to and approval of land disturbance permits.

### 1.16. Public Relations

- A. Prepare for and attend two public meetings during preliminary design to present the project to residents of the project area and to receive public comments.
  - 1. Consulting engineer will schedule and host virtual public forum at a date and time determined by the City at the Field Check stage of the project. Assumes three (3) people for two (2) hours.
  - 2. An in-person public forum, in the form of an open house at the right-of-way stage of the project; will be scheduled and held at a location determined by the City. Assumes three (3) people for three (3) hours.
- B. Tasks associated with the public meetings will include:
  - 1. Development of up to three project exhibits
  - 2. Prepare meeting agendas.
  - 3. Preparation of meeting materials in addition to exhibits and preliminary plans.
  - 4. Create meeting announcements.
  - 5. Facilitate and staff public meetings.
  - 6. Prepare and distribute meeting summaries.
  - 7. Attend debrief meetings with City.
- C. 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. Four (4) meetings with two (2) people for two (2) hours are budgeted.

### 1.17. Utility Coordination.

- A. Consulting engineer to schedule and facilitate utility coordination meetings. Assumes two (2) virtual meetings with two (2) people for two (2) hours with meeting minutes prepared and distributed.
- B. Assumes four (4), one (1) hour follow-up coordination meetings with utilities not in attendance.
- C. Transmit right-of-way plans and CAD files as necessary to utility companies for their use in preparing for relocations
- D. Project coordination with the utility companies via phone, email, and mail.

### 1.18. Project Management & Coordination

## EXHIBIT 1 TO ORDINANCE

- A. Correspondence with the City on project related items via phone, email, and mail.
- B. Project progress meeting(s) with City as necessary in connection with such preliminary work. Assumes three (3) meetings with two (2) people for two (2) hours with meeting summaries prepared and distributed.
- C. Funding application development and execution.
  - 1. Review funding applications and provide comment.
  - 2. Assist in creation and completion of final applications associated with the Ward Road Project during the 2022 allocation cycle through the Mid-America Regional Council.
  - 3. Prepare required documentation and package submittals to meet state and federal funding requirements.

### PHASE 2. **FINAL DESIGN**

**2.01.** Prepare detailed plans and specifications. Anticipated plan sheets include:

- A. Cover sheet.
- B. General notes and legend.
- C. Survey reference information and alignment data sheet.
- D. Typical sections.
- E. Storm drainage design.
  - 1. Finalize system layout and pipe profiles.
  - 2. Update plan notes and drainage calculations.
- F. Plan and Profile sheets (Plan Scale 1"=20', Profile Scale Horiz. 1"=20', Vert. 1"=5').
  - 1. Ward Road
  - 2. Blue Parkway
  - 3. O'Brien Road
- G. Cross sections every 25 feet, in addition to points of interest, showing existing drives, utilities, earthwork areas and grade break information.
- H. Intersection details.
  - 1. Ward Road & Blue Parkway
  - 2. Ward Road & O'Brien Road
- I. Driveway Details
- J. Sidewalk details
  - 1. Blue Parkway
- K. ADA ramp details
- L. Retaining wall details
  - 1. Assumes walls are three feet or lower and integral sidewalk.
- M. Final street lighting
  - 1. General notes and legend



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2. Pole locations
3. Define design parameters
4. Circuit information including control center locations
- N. Final temporary traffic control for construction plan sheets.
- O. Final pavement marking and signing.
- P. Erosion and sediment control (ESC) plans.
  1. Create narrative explanation of the ESC plan.
  2. Include before and after construction ESC staging notes on the plans.
- Q. Final Stormwater BMP Design
- R. Standard and special details.
- S. Final Water Main Design
  - Based on comments received from Lee's Summit Water Utilities, prepare final plans for water main design. Anticipated plan sheets include:
    - a. General notes and legend.
    - b. Water Main Plan and Profile sheets (Plan Scale 1"=20', Profile Scale Horiz. 1"=20', Vert. 1"=5')
    - c. Connection details
    - d. Standard and special details.
- T. Final Sanitary Sewer Design
  1. General Notes & Legend
  2. Plan and Profile Sheets
  3. Standard and special details

### 2.02. Submit Final (90%) Plans

- A. Prepare project manual. City standard technical specifications shall be used for the project. Prepare special conditions, as necessary, to modify City standard technical specifications. City will prepare front-end documents for the project manual.
- B. Stormwater Pollution Prevention Plan (SWPPP), including erosion and sediment control plans will be prepared. Plans shall conform to City design checklists and requirements. SWPPP shall follow City template and conform to MDNR requirements. Provide 2 copies of SWPPP manual to the City at time of bidding.
- C. Perform final plan quantity takeoffs and quantity summary tables.
- D. Prepare a detailed opinion of probable construction cost.
- E. Perform quality assurance review.
- F. Submit final plans, specifications and opinion of probable construction cost to City for review.

### 2.03. Consulting engineer to schedule and facilitate final utility coordination meeting.

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Assumes two (2) people for two (2) hours with meeting agenda, status set of plans, and minutes prepared and distributed for each meeting.

- A. Assumes two (2), one (1) hour follow-up coordination meetings with utilities not in attendance.
- B. Provide updated electronic base maps to utilities for their use in developing relocation plans.
- C. Stake in the field, the centerline of all streets at 100-foot intervals as a horizontal reference for utilities and other entities that may need this information. This task will be completed at one time and coordinated with those requiring this information.
- D. Project coordination with the utility companies via phone, email, and mail.

**2.04.** Prepare and Submit Bid (100%) Plans. Consulting engineer to address all final comments and submit 100% signed and sealed plans. Consulting Engineer will provide two (2) half-size and two (2) full-size sets of plans, four (4) project manuals and one digital PDF set of plans and project manual suitable for printing additional copies.

### **2.05.** Project Management & Coordination

- A. Correspondence with the City on project related items via phone, email, and mail.
- B. Project progress meeting(s) with City as necessary in connection with such preliminary work. Assumes three (3) meetings with two (2) people for two (2) hours with meeting summaries prepared and distributed.

## **PHASE 3.        BIDDING**

- 3.01.** The Consulting Engineer will provide the City with digital PDF copies of the plans and specifications for distribution using QuestCDN. The City will coordinate with QuestCDN to advertise the project. The City shall be responsible for fees directly related to plan distribution and hard copies as requested.
- 3.02.** Respond to bidder's requests for information during the bidding process.
- 3.03.** Prepare written addenda to the bidding documents as required and or requested.
- 3.04.** Attend pre-bid conference
- 3.05.** Arrange for, attend, and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies.

## **PHASE 4.        CONSTRUCTION SERVICES**

### **4.01.** Public Meeting

- A. Prior to the beginning of construction, consulting engineer will hold a public meeting to inform the public about the project and the upcoming construction activity. Whether the meeting will be held in-person or virtually will be determined prior to the date of the meeting.
- B. Assume three (3) people for three (3) hours
- C. Tasks associated with the public meetings will include:
  - 1. Development of up to two project exhibits

## EXHIBIT 1 TO ORDINANCE

2. Prepare meeting agenda.
3. Preparation of meeting materials in addition to exhibits and final plans.
4. Create meeting announcement.
5. Facilitate and staff public meeting.
6. Prepare and distribute meeting summary.
7. Attend debrief meeting with City.

**4.02.** Consulting engineer to be available for discussion and consultation during the construction phase

**4.03.** Review shop drawings and submittals, catalog cuts, and material certifications.

A. Provide review using the DocExpress platform and recommendation of No Exceptions Taken / Exceptions Noted / Revise and Resubmit / Submit Specified Item(s) for the following submittals as identified in the City's Project Manual Submittal Checklist:

- Preliminary Matters: Preliminary Progress Schedule and Preliminary Sched Curb and Gutter: Concrete, Curing Compound, Dowel Bars and Expansion Material
- Curb and Gutter: Concrete, Curing Compound, Dowel Bars, and Expansion Material
- Fence: Fence Material
- Landscaping: Fertilizer, Mulch, Plantings, Seed, Sod, and Turf Reinforcement Mat
- Miscellaneous: Anchor Bolts (not signal or lighting), Epoxy, Geotextile, Grout, and Traffic Control Plan
- Pavement - Asphalt: Surface Course
- Pavement – Concrete: Concrete, Curing Compound, Expansion Material, Joint Layout, Joint Sealer, and Reinforcing Steel
- Ramps: Detectable Warning Surface, Concrete, Curing Compound, Dowel Bars and Expansion Material
- Rip Rap: Rip Rap
- Sanitary Sewer: Encasement, Fittings, Manhole – Pre Cast, Pipe, Ring and Lid Assembly, Steps and Wye
- Sidewalk: Concrete, Curing Compound, Dowel Bars and Expansion Material
- Signs (Permanent): Anchors, Banding, Brackets, Posts, Sleeves, Sign Blanks, Sign Sheeting and Signs
- Storm Sewers: Concrete, End Section, Pipe, Pipe Joint Material, Reinforcing Steel, Ring and Lid Assembly, Steps and Structures
- Subgrade: Drainable Base, Fly Ash Stabilization, Lime Stabilization, MoDOT Base Courses, Underdrain Filter Fabric and Underdrain Pipe
- Watermain: Pipes, Fittings, Meters, Valves, Vaults, Bolts, Service Lines, Fire Hydrants, and Appurtenances

## EXHIBIT 1 TO ORDINANCE

Recommendations of No Exceptions Taken / Exceptions Noted / Revise and Resubmit / Submit Specified Item(s) will be communicated in PDF format via email to the City and an explanation of denial or modification needed will be included.

- 4.04. Prepare minor plan revisions as necessitated by conditions encountered in the field during construction with the exception of traffic control plans
- 4.05. Provide As-Built Plans. Consulting Engineer will review, approve or deny contractor requested changes to the contract drawings as provided by the City and/or Contractor and make revisions to the original drawings as needed. Revised drawings will be provided in PDF format for use by the City.
  - A. All change orders
  - B. Minor design changes.
  - C. Minor changes made in the field by City representatives, and which are clearly marked on the construction plan set.
- 4.06. Attend construction progress meetings as directed by the City (assumes eight meetings with 1 person for 2 hours each)
- 4.07. Attend substantial completion walk-through (assume two (2) people for three (3) hours, includes travel time, and observation report.)

### OPTIONAL SERVICES

#### Option 1: Westridge Elementary School Circulation Improvements

Includes the generation of plan sheets to be updated and submitted with each of the plan submittals described above. Plan sheets described above will incorporate appropriate design features, such as grading, additional lanes, driveway apron modifications. Anticipated additional plan sheets include circulation plan, pavement marking, driveway and parking lot reconfiguration and reconstruction. Assumes two additional stakeholder meetings with school and school district representatives.

#### Option 2: Box Culvert Design Services

Following the assessment of the existing box culvert and its components, a scope and fee for box culvert repair, rehabilitation, or replacement or services will be developed for recommended services for review and approval by the City.

### **Project Schedule**

Notice to Proceed:	May 2022
Field Check Plans:	September 2022
Right-of-Way Plans & Documentation:	November 2022
Final Plans:	February 2023
Acquisition & Utility Relocations:	March 2023
Bidding Phase:	December 2023
Construction Begins:	March 2024

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### Ward Road Assumptions

1. Plans and contract documents for one construction project with single letting.
2. Does not include capacity analysis of water mains or sanitary sewer mains. City has verified capacity for all water and sanitary work.
3. Scope includes evaluation of existing box culvert; assumes additional services will be added to scope upon completion of evaluation and recommendations to ensure appropriate scoping associated with the final design of box culvert project components.
4. Centerline staking will only be necessary immediately before utility relocations are to begin.
5. Does not include development or analysis of mix designs for pavement components.
6. Does not include any utility design except for storm sewer and waterline design as outlined in the scope.
7. Does not include any septic sewer system location, investigation, or design.
8. City will provide any necessary right-of-entry for surveys, geotechnical investigations, etc.
9. Does not include resetting any property corners.
10. Does not include any landscape, irrigation, or streetscaping design or coordination beyond the scope outlined above.
11. Does not include any 4(f) or 6(f) evaluation for this project.
12. Does not include an environmental impact statement, environmental analysis, or any identification of or mitigation for wetlands or other aquatic habitat.
13. Does not include contracting with a vacuum excavation company to expose underground utilities.
14. Does not include any structural design or special details for retaining walls.
15. Does not include full-time construction monitoring beyond services outlined in Phase 4.
16. Does not include any structural design of "special" storm sewer inlets or junction boxes.
17. Does not include relocations or extension of sanitary mains.
18. Does not include any public involvement surveys, newsletters, or website management.
19. Assumes Walter P Moore will not be involved in negotiations for easements from property owners.

### Drainage Assumptions:

1. Proposed storm pipe extensions will be sized assuming that the upstream and downstream systems have capacity for the 10-yr event in residential areas. The hydraulic grade line in the downstream inlet will be assumed to be 0.5 feet below the structure opening.
2. Proposed storm sewer pipes will be sized to provide capacity for the 10%-chance exceedance (10-yr) runoff in residential areas and 4%-chance exceedance (25-yr) in commercial areas unless a variance is obtained.
3. Gutter spread analysis will be performed per City of Lee's Summit and APWA Section 5600 requirements for the 10%- (10-yr) & 1%- (100-yr) chance exceedance events.



**BILLING RATE SCHEDULE**

Infrastructure Group

*Used for Ward Road Improvements Project – Lee’s Summit, Missouri*

<u>Category</u>	<u>Rate</u>
Senior Principal/Managing Principal.....	\$ 310.00
Principal .....	\$ 260.00
Chief Hydrologist.....	\$ 225.00
Managing Director .....	\$ 225.00
Team Director .....	\$ 220.00
Senior Project Manager .....	\$ 225.00
Project Manager .....	\$ 175.00
Senior Engineer .....	\$ 180.00
Engineer .....	\$ 145.00
Graduate Engineer .....	\$ 125.00
Senior Transportation Planner.....	\$ 175.00
Transportation Planner .....	\$ 145.00
Graduate Transportation Planner .....	\$ 110.00
Senior Graphic Designer .....	\$ 125.00
Senior GIS Specialist.....	\$ 170.00
GIS Specialist.....	\$ 140.00
Senior Hydrologist.....	\$ 160.00
Hydrologist.....	\$ 120.00
Senior Designer .....	\$ 175.00
Designer .....	\$ 125.00
BIM Manager .....	\$ 175.00
CAD Manager .....	\$ 165.00
Senior CAD Technician .....	\$ 130.00
CAD Technician .....	\$ 95.00
Senior Field Representative .....	\$ 140.00
Field Representative .....	\$ 120.00
Engineering Intern .....	\$ 70.00
Project Accountant .....	\$ 125.00
Senior Administrative Assistant .....	\$ 125.00
Administrative Assistant .....	\$ 95.00

Notes:

1. These billing rates are effective for the duration of the Ward Road Improvements project which is assumed to be completed by December 31, 2024.