

**PROFESSIONAL ENGINEERING SERVICES FOR SCHERER ROAD
RECONSTRUCTION -- WARD RD TO M291 (RFQ NO. 2025-070)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Lochmueller Group, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for Scherer Road Reconstruction M291 to Ward Rd (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"):

See Exhibit A

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

The following is a list of additional services which will be furnished by Engineer, if needed by City, upon receipt of written authorization by the Director of Public Works ("Optional Services"):

See Exhibit B

ARTICLE III

SCOPE OF SERVICES TO BE PROVIDED BY CITY

City shall provide the following services to Engineer:

- The City shall provide a list of property owners and tenant names adjacent to the project corridor.
- The City shall provide the latest GIS information and aerial imaging.
- The City shall provide all sizing and model verification for the proposed watermain replacement segment and all proposed watermain relocations.
- The City is to verify that the water distribution system remains looped and that the existing pressure zone is maintained.
- The City shall be responsible for providing detailed service connection information for all properties located along Scherer Road.
- The City shall provide available as-built street lighting, traffic signal, water, sanitary sewer, storm sewer, and roadway plans.
- The City shall provide available drainage studies, record drawings for abutting developments, and plats.
- EJCDC Contract Documents, Division One-Special Contract Provisions
- Assist Engineer as needed in gaining right-of-entry to private property for geotechnical exploration and utility potholing.
- The City will coordinate the Land Disturbance Permit.
- The City will provide traffic signal timing information at the Ward Road intersection.

ARTICLE IV

PAYMENTS TO THE ENGINEER

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of One Million Two Hundred Forty Nine Thousand Two Hundred Ninety Seven Dollars (\$1,249,297.00), 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 Million One Hundred Forty Nine Thousand Three Hundred Ninety Nine Dollars (\$1,149,399.00).
- 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 Ninety Nine Thousand Eight Hundred Ninety Eight Dollars (\$99,898.00).

C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

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

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

ARTICLE V COMPLETION TIME

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

The Basic Services shall be completed by June 30, 2027.

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

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

ARTICLE VI INSURANCE

A. GENERAL:

1. Insurer Qualifications: Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, the insurance set forth in this Section with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above, and with policies and forms satisfactory to

the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

2. No Representation of Coverage Adequacy: The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
3. Additional Insured: All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
4. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
5. Primary Insurance: Engineer's insurance shall be endorsed to indicate its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13, or equivalent.
6. Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing the required coverage is in force and contains the provisions as required herein for the six-year period.
7. Waiver: To the fullest extent permitted by law, all policies required herein, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Engineer. Engineer shall arrange to have such subrogation waivers incorporated into each policy via endorsement.
8. Policy Deductibles and/or Self-Insured Retentions: The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention under the required general liability and automobile liability policies shall not erode the limit required by the City. Engineer shall be solely responsible for any such deductible or self-insured retention amount.
9. Automatic Escalator: The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo.

applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2021 is \$ 2,940,868.00 for all claims arising out of a single accident or occurrence.

10. Use of Subcontractors: If any work under this Agreement is subcontracted in any way, Engineer shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Engineer. Engineer shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
11. Notice of Claim: Engineer shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Agreement. A breach of this provision is material breach of the Agreement.
12. Evidence of Insurance: Prior to commencing any work or services under this Agreement, Engineer will provide the City with suitable evidence of insurance in the form of certificates of insurance and, if requested by the City, a copy of the relevant endorsement for the insurance policies as required by these requirements, issued by Engineer's insurance insurer(s) as evidence that policies are placed with reasonably acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in these requirements and that such coverage and provisions are in full force and effect. The City shall reasonably rely upon the certificates of insurance and endorsements for the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way these insurance requirements or obligations.

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

- a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - i. Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
 - ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - iii. Excess Liability – Follow Form to underlying insurance.

- b. Engineer's insurance under which City is included as an additional insured shall be primary, non-contributory insurance with respect to performance of the Agreement.
 - c. All policies, except for Professional Liability, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Engineer under this Agreement.
 - d. ACORD certificate of insurance form 25 (2014/01) is preferred.
13. All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

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

B. REQUIRED INSURANCE COVERAGE:

1. Commercial General Liability: Engineer shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of at least \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 07 04 and CG 20 37 07 04, or their equivalents. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
2. Automobile Liability: Engineer shall maintain Business Automobile Liability insurance with an unimpaired limit of at least \$1,000,000 each occurrence on Engineer's owned, hired and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
3. Professional Liability: Engineer shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose negligent acts,

mistakes, errors and omissions the Engineer is legally liable, with an unimpaired liability insurance limit of at least \$3,000,000 each claim and \$3,000,000 annual aggregate. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4. Workers’ Compensation Insurance: If Engineer employs anyone who is required by law to be covered by workers’ compensation insurance, Engineer shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Engineer’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
 5. Cyber Liability Insurance: If this Agreement is the subject of any services involving the City’s information technology structure, or if the Engineer engages in any services in any way related to performing work involving the City’s information technology structure under this Agreement, Engineer shall maintain Cyber Liability insurance with limits not less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Engineer in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.
- C. CANCELLATION AND EXPIRATION NOTICE: Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to the City.

ARTICLE VII MISCELLANEOUS PROVISIONS

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

- A. COVENANT AGAINST CONTINGENT FEES: Engineer warrants that Engineer has not employed or retained, and will not employ or retain for the duration of this Agreement, any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.

- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- C. **MODIFICATIONS TO SCOPE OF WORK:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a mutually executed written modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. **EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.
- In the event an emergency change in services is authorized by the Director of Public Works and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.
- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
 2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's cost to mitigate or correct the effects of such termination, including by not limited to

damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS**: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER**: Engineer shall not subcontract, sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written and signed consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES**: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. **ENGINEER'S ENDORSEMENT**: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. **INSPECTION OF DOCUMENTS**: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the Agreement period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. **INDEMNIFICATION AND HOLD HARMLESS**: Engineer shall indemnify, defend, and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all judgments, damages, claims, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, directives, errors, omissions, or willful misconduct, in the performance of Engineer's duties and services under this Agreement, or any supplements or amendments

thereto, of Engineer, or its employees, officers, agents, or any tier of subcontractor or person for which Engineer may be legally liable in the performance of this Agreement. Nothing contained in this Agreement is to be construed to waive the City's sovereign immunity or any other immunity or defense available to the City, its officers, employees, agents, or elected officials.

- L. **LIMITATION OF LIABILITY:** In no event will either Party be liable to other Party for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.
- N. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and any suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- Q. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. **SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental laws and regulations.

- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- V. NON-EXCLUSIVE AGREEMENT. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.
- W. TIME OF THE ESSENCE. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Engineer's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.
- X. SIGNATORY AUTHORITY. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.
- Y. IMMIGRATION REQUIREMENTS. Pursuant to Section 258.530, RSMo. if Agreement exceeds five thousand dollars (\$5,000.00), Engineer warrants and affirms to the City that (i) Engineer is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Engineer does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- Engineer shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Engineer reciting compliance is not sufficient.
- Z. RIGHTS AND REMEDIES. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available

by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Engineer from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

AA. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

BB. CONFIDENTIALITY OF RECORDS. The Engineer shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Engineer's duties under this Agreement. Persons requesting such information should be referred to the City. Engineer also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Engineer as needed for the performance of duties under this Agreement.

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

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

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

FF. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

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

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

and notices to Engineer shall be addressed to:

Lochmueller Group
Chip Touzinsky III
11501 Outlook Street, Suite 575
Overland Park, KS 66211

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 Basic Services

Exhibit B – Scope of Optional Services

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ____ day of _____, 20__.

CITY OF LEE'S SUMMIT, MISSOURI

ENGINEER: Lochmueller Group, Inc.

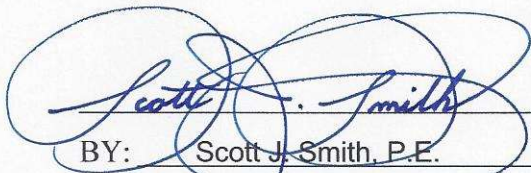
Mark Dunning, City Manager

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Scott Ison,
Chief Counsel of Infrastructure and Recreation


BY: Scott J. Smith, P.E.
TITLE: Vice President

ATTEST:

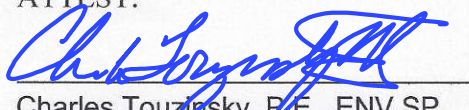

Charles Touzinsky, P.E., ENV SP
Kansas City Area Manager/
Transportation Division Manager

Exhibit A

Basic Services and Other Matters

Engineer, upon receipt of written notice from the Director of Public Works that this Agreement has been approved, will prepare a traffic study, design survey, environmental review, preliminary plans, right-of-way plans, right-of-way documentation and exhibits, final plans, specifications, and estimates for the project known as the **Scherer Road Phase I Reconstruction Project**.

Project Description:

The project will improve **Scherer Road from Ward Road to M291**. The roadway will be widened to three lanes and will include turn lanes at some intersections. Work required for this project includes traffic analysis and engineering, surveying, horizontal and vertical design, curb and gutter, enclosed storm drainage, sidewalk, shared-use path, culvert extensions or replacements, intersection and signal design, street lighting, signing and striping, environmental permitting, and utility relocation in accordance with established SUE quality levels. The project may also include permitting, water quality BMPs, sustainable design elements, and landscaping, if appropriate. Legal descriptions for right-of-way acquisition, permanent easements, and temporary construction easements will be required.

General Design Requirements:

The work will be done in accordance with MODOT LPA Manual standards for projects receiving STBG federal funding. The design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Geological investigations or studies, if necessary, shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies. Rights-of-way and easement descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the descriptions.

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

- City of Lee's Summit Access Management Code
- City of Lee's Summit Design and Construction Manual (Infrastructure) and Standard Detail Drawings
- American Association of State Highway and Transportation Officials: Roadway Design Guide
- United States Department of Transportation Federal Highway Administration Manual of Uniform Traffic Control Devices (MUTCD)
- Guide for the Planning, Design and Operation of Pedestrian Facilities
- Public Rights-of-Way Accessibility Guidelines (PROWAG)
- 2012 ADA Standards for Accessible Design

TASK 1. DATA COLLECTION

1.01. Control Survey.

A. The Engineer shall establish and document project control:

1. Establish horizontal and vertical control, tied to quarter section corners and the state plane system.
2. Recover and tie section corners.
3. Provide reference ties for project control points.
4. Recover project benchmarks.
5. Establish temporary benchmarks throughout the project as needed for design surveys.

1.02. Field Survey.

- A. Field design surveys of all existing surface topographic features within the project limits. Field locate enclosed drainage systems, visible utilities and those marked by their owners and/or representatives, driveway joints, visible irrigation systems, low opening elevation adjacent to stormwater system and at low points, and any other pertinent features.
- 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 5 days of supplemental field work).
- F. Prepare and file endangerment reports for each section corner located within the project corridor.
- G. Field survey off-site storm sewer structures, channels, and swales upstream and/or downstream of trunk line crossings as needed.
- H. Contact Missouri One-Call and the City to coordinate marking of underground utilities and field locate all marked or visible utilities.
- I. Compile project photos of existing conditions (driveways, landscaping, miscellaneous adjacent property features, grading, etc.).
- J. Prepare base map at a scale of 1" = 20' showing contours at 1-foot intervals, surveyed topographic features, property owner information, utility service lines, and property and easement lines.

1.03. Traffic Data.

A. Turning movement counts shall be collected on a typical weekday Tuesday through Thursday during good weather when school is in session at the intersections of Scherer Road with Ward Road and Jefferson Street. The traffic data collected includes:

1. At Ward Road and Jefferson Street: counts from 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m.

- B. Obtain signal timing data from the City, as needed.
- C. Work with the City to confirm anticipated future land use and development sizes and timeframes for undeveloped land adjacent to the project corridor.

1.04. Utility Coordination.

- A. Contact utilities, obtain record facility maps, inquire about planned upgrades, and identify point of contact information.
- B. Subsurface Utility Engineer (SUE) QLA. Expose buried utilities in critical locations to determine vertical elevation and horizontal location.
 - 1. The Engineer shall contract with a vacuum excavation specialist for positive depth identification of buried utilities in up to twenty-five (25) locations (Assumes excavation in pavement locations will be backfilled with spoils and capped with asphalt cold patch). The costs associated with vacuum excavation shall be paid by the Engineer to the vacuum excavation specialist.
 - 2. Survey utility pothole locations and reflect information on drawings. (Assumes 16 hours for a 2-person crew.)
- C. Stake centerline every 100 feet as may be required by utilities or other entities to complete relocation work. Includes one re-staking and/or re-painting.
- D. Schedule and attend three (3) in-person joint utility coordination meetings.
 - 1. Meeting minutes will be prepared and distributed for each meeting.
 - 2. Preparation for meetings, agenda, and list of conflicts table for each meeting.
 - 3. Submit PDF of preliminary, right-of-way, and final plans (colored utilities) to utility companies for their use in preparing for relocations.
 - 4. Assist utilities with conflict coordination.
 - a. Provide electronic base maps to all utilities for their use in developing relocation plans.
 - b. Compile a master utility relocation drawing from the individual utility's electronic relocation plans provided above. These plans are intended to facilitate timely and more accurate coordination among utilities and are NOT intended for construction or locating purposes. The Engineer does NOT guarantee the accuracy of these compiled utility drawings, nor the possible conflicts not indicated in these plans.
- E. Correspondence with the Utilities on project related items via phone, email, and mail. Includes one-on-one virtual meetings, as necessary.

1.05. Ownership and Property Information.

- A. Secure plats.
- B. Obtain ownership information. The Engineer understands the City will provide ownership reports. The costs associated with ownership information reports shall be paid by the City to the title company.
- C. Collect record drawings from the City on abutting projects and developments.

1.06. Geotechnical Investigations.

- A. Drill eight (8) borings along the planned roadway alignment at approximate 700-foot intervals. In general, the borings will be sampled to a depth of 15 feet.
 - 1. Borings in deeper cut areas will be sampled to a depth of 5 feet below planned subgrade / structure bearing level, or 15 feet, whichever is deeper. If shallow auger refusal material is encountered, the boring will be extended to the planned depth using NQ2 rock coring techniques.
 - 2. Borings in areas of deeper fills will be sampled to a depth of 20 feet. If shallow auger refusal material is encountered, the boring will be terminated.
 - 3. Soil sampling will be performed using split-spoon and Shelby tube sampling techniques at 2.5-foot intervals to 10-feet followed by 5-foot intervals.
 - 4. Borings on pavement will be backfilled with dry concrete mix and capped with 12 inches of quickset cement equivalent to the thickness of the pavement section. Borings in lawn areas will be backfilled with auger cuttings.
 - 5. Traffic control will be performed in accordance with the City's Traffic Control and Right-of-Way ordinances and the Temporary Traffic Control (TTC) permit issued by the City. Working hours from 8:00 a.m. to 4:00 p.m. are planned.
 - 6. Geotechnical borings within City of Lee's Summit right-of-way are planned. The Engineer will complete the required right-of-way permit. The City will waive the fees for permitting but bonding is required.
- B. Laboratory testing will include determination of moisture content, dry unit weight, Atterberg limits, unconfined compressive strength, standard proctor, and California bearing ratio.
- C. A report will be prepared that includes the results of the borings and laboratory tests and recommendations for site grading, excavations, pavement section, and preparation of pavement subgrades. Locations of the borings will be indicated in the report.

TASK 2. PRELIMINARY DESIGN PHASE

2.01. Traffic Study and Concept Plans.

- A. Attend pre-design meeting.
- B. Complete traffic study at the Ward Road intersection for the following scenarios: Existing Conditions, 2055 No Build, and 2055 Design Year Build.
 - 1. Existing Conditions Analysis
 - a. Review auxiliary lane requirements at the Ward Road and Jefferson Street intersections.

- b. Review all-way stop control (AWSC) warrants at the Jefferson Street intersection.
 - c. Develop a Synchro model for the Ward Road intersection. The model will be calibrated to field conditions in accordance with available traffic data and observations.
 - d. Review the collected traffic data to determine the weekday AM and PM peak hours. The collected volume data and signal timing data will be entered into the existing model.
 - e. Review the existing model and analyze the results. Intersection and movements will be reviewed for possible improvement.
2. Review surrounding areas to determine an annual growth rate. When approved by the City, use the growth rate to grow the existing volumes to the year 2055.
 3. Future Development Traffic Generation: Determine future traffic volumes (trip generation) based on future development using land use and size information. Assign and distribute the trips across the study area.
 4. 2055 No Build Analysis
 - a. Develop a Synchro model for the future year 2055 scenario with no improvements, using existing roadway geometry, lane uses and intersection controls. The projected year 2055 traffic volumes will be used for this analysis.
 - b. Review the model and analyze the results. Intersections and movements will be reviewed for delays, queues, and any congestion.
 5. 2055 Design Year Build
 - a. Review auxiliary lane requirements at the Ward Road intersection.
 - b. Add recommended improvement options to the Synchro model. The model will be reviewed and the results analyzed.
 6. Prepare a memorandum describing the existing conditions with a comparison of proposed conditions that were analyzed. The memo will identify any recommendations at the study intersection.

2.02. Environmental Documentation (NEPA).

- A. Special Lands Analysis. Documentation and clearance for Section 4(f) and 6(f) lands will be obtained. For the purposes of scoping, it is assumed no 4(f) Use exceeding de minimis and no Section 6(f) land conversions will occur. Includes coordination with Jackson County Parks and Rec.
- B. Protected Species Analysis and Coordination. The potential for impacts to state or federally protected species will be assessed and summarized. It is assumed for the purposes of scoping that the findings will result in a “no effect” or “not likely to adversely effect” for each species.
- C. Farmland Impact Analysis. The project is within the municipal boundaries of Lee’s Summit but is zoned agricultural requiring a farmland impact analysis and coordination with the Natural Resource Conservation Service (NRCS).
- D. Highway Traffic Noise Documentation. It is assumed the design will not include additional thru lanes and any alignment shifts will not be considered by

MoDOT to constitute the project as a Type I; therefore, this scope assumes no field data collection and is limited to coordination with MoDOT to confirm no traffic noise modelling.

- E. Socio-economic Analysis. Detailed socioeconomic data will be collected for use in analysis within the NEPA document.
- F. Water Resources Survey. A Water Resources Survey Report will be completed which identifies and delineates water resources (wetland and other waters) in conformance with the standards set by the U.S. Army Corps of Engineers (USACE) and in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and subsequent related guidance memoranda. Existing portions of the project study area within active row crop agricultural fields will follow the U.S. Department of Agriculture-Natural Resource Conservation Services' (NRCS) farmed wetland determinations protocol. The report will be used to establish impacts on any water resources for reporting in the NEPA document, and future permitting applications. A draft and final report will be provided.
- G. Cultural Resource Surveys. Based on the preliminary review of resources, a finding of "no historic properties affected" or "no historic properties adversely affected" is assumed for scoping. This task will include the completion of a Historic Property Assessment and Archaeological Phase I Survey. The following activities are associated with this task: establishment of the Area of Potential Effects (APE) for the archaeological and architectural surveys, an architectural review in conformance with MoDOT's Built Environment Resource Methods and the Missouri State Historic Preservation Office's (SHPO), an archaeological survey in conformance with MoDOT's standards and the Missouri SHPO's Guidelines for Phase I Archaeological Surveys and Reports, the preparation of a combined Section 106 Cultural Resources Survey Report, and the preparation of the SHPO Review and Compliance Information (RCI) and Cultural Resource Investigation Report (CRIF) forms. Up to two (2) drafts and a final report will be provided.
- H. Regulated Substances Analysis / Hazardous Waste Review. A Regulated Substances Memo will be prepared in accordance with MoDOT policies and procedures. A draft and final report will be submitted.
- I. NEPA Document. For the purposes of scoping, it is assumed the Class of Action Document will be processed as a Federally Approved Categorical Exclusion. Preparation of a NEPA document will follow the MoDOT Engineering Policy Guide (EPG) and be provided in the CE2 format preferred by MoDOT and FHWA. Up to two (2) drafts and a final report will be submitted.
- J. RER Management. All materials will be coordinated through the Request for Environmental Review (RER) portal. The RER will be submitted and managed in coordination with MoDOT during the preliminary engineering phase.

2.03. Preliminary Design.

- A. Review all available plans, previous studies, and pertinent information regarding the Project.
- B. Develop design criteria for the project; prepare design memorandum.
- C. Develop detailed design schedule with project milestones. Submit copy to City and provide updates at scheduled progress meetings.
- D. Analyze the storm drainage needs along the Project.

1. Determine watershed areas for all streams and basins draining onto the proposed roadway.
2. Determine ultimate development stormwater flows crossing or entering the proposed roadway.
3. Create existing conditions hydraulic model.
 - a. Analyze gutter spread at critical locations along project for 10-year (gutter spread) and 100-year (flood protection for homes) storm events.
 - b. Analyze enclosed system pipe capacity for 25-year storm events.
 - c. Analyze crossroad culverts at low points for 100-year storm events.
 - d. Analyze overflow swales within project area for 100-year flood protection of adjacent homes and buildings.
4. Prepare drainage memorandum to summarize findings and recommendations. Coordinate with the Rock Island Rail Corridor Authority (RIRCA) any findings and recommendations associated with the railroad corridor drainage adjacent to Scherer Road.

E. Preliminary Geometrics.

1. Develop proposed typical section(s) for Scherer Road.
2. Develop preferred horizontal alignment for Scherer Road.
3. Create vertical profile for Scherer Road that minimizes impacts to adjacent properties and existing utilities; and provides intersection sight distance for side streets.
4. Develop horizontal alignments and vertical profiles for existing side streets.
5. Create horizontal alignments and vertical profiles for existing driveways and entrances along the project.
6. Determine sidewalk and shared-use path locations that minimize impacts to adjacent properties.
7. Create 3D model of roadway using the design software (ORD) and reflecting proposed typical section, preferred horizontal alignment, and vertical profile. Incorporate sidewalk, side streets, driveways, and utilities. Model will be updated as design progresses and used for design purposes.

2.04. Prepare Preliminary Plans.

- A. Cover sheet.
- B. General notes and legend.
- C. Survey reference and alignment detail sheets.
- D. Typical sections.
- E. Pavement design.
- F. Surface drainage design.
 1. Identify storm sewer capacity, maintenance, and replacement needs. Condition assessment of existing storm sewer system to be performed by City.
 2. Drainage area maps.

3. Drainage calculations: including hydraulic grade, pavement spread, and inlet capture. Hydraulic grade line shall be shown on the storm sewer profiles.
 4. Storm sewer profiles. Include utility crossing locations and depths, if known.
- G. Plan and Profile sheets.
1. Plan scale = 1"=20'
 2. Profile scale H = 1"=20'; V = 1"=5'
- H. Cross sections every 25 feet, including grade break information.
1. Driveway and entrance profiles included in the cross sections.
- I. ADA ramp layouts (includes plan dimensions, no elevations).
1. Plan scale = 1"=5'
- J. Preliminary water main plan and profile sheets.
1. Abandon 6" water main along north side of Scherer Road.
 2. Extend 12" water main along the south side approximately 600' west to service the 700 block of Scherer Road.
 3. Assumes up to an additional 500 linear feet of existing water main will need to be relocated. An additional 500 linear feet of main relocation is included as an optional service.
- K. Preliminary temporary traffic control and construction sequencing plan sheets.
Assume Scherer Road is closed during construction. Local traffic is maintained, but through traffic is detoured.
- L. Preliminary traffic signal plans.
1. Ward Road – Signal modification based on new right-turn lanes on Scherer Road at the intersection (this will be determined in the traffic study). Work includes:
 - a. New mast arms/signal poles and pedestrian poles. This includes the needed signal heads and associated cables and junction boxes.
 - b. New cabinet and associated cables, junction boxes and power supply.
 - c. Video detection will be utilized for each approach.
 2. Rectangular Rapid Flashing Beacon (RRFB) on Scherer Road at the Rock Island Trail Crossing – New Installation
- M. Preliminary street lighting plans.
1. Develop a lighting model in accordance with Section 5800 of the City's Design and Construction Manual and utilizing Acuity Visual software.
 2. Pole locations based on lighting model.
 3. Preliminary circuit layout.

- N. Preliminary pavement marking and signing layout.
- O. Integral sidewalk retaining wall (ISRW) profiles as required for the project.
- 2.05.** Perform quality assurance review.
- 2.06.** Submit preliminary plans and opinion of probable construction cost to the City.
 - A. Develop preliminary opinion of probable project costs itemized by unit of work, including a 15-percent contingency.
 - B. Prepare and submit request for design exceptions, if necessary.
- 2.07.** Meet monthly with City in connection with such preliminary work. Four (4) meetings with meeting minutes prepared and distributed.
- 2.08.** Preliminary plan review meeting and field check to be performed with representatives of the Engineer and the City.
 - A. Address red-lines/mark-ups, revisions and comments.
- 2.09.** Submit preliminary plans in electronic (PDF) format to MoDOT for engineering design review and approval. Ensure requirements are met for MoDOT A-Date issuance.
- 2.10.** Project administration, project management, and correspondence with the City on project related items.

TASK 3. RIGHT-OF-WAY DESIGN PHASE

- 3.01.** Update preliminary plan sheets to show all proposed takings. Submit updated plans and strip map illustrating proposed takings for City review and approval prior to right-of-way plan and easement document preparation.
- 3.02.** Prepare right-of-way plans.
- 3.03.** Prepare property ownership schedule/spreadsheet which includes owner name, tract number, proposed easements and takings.
- 3.04.** Perform quality assurance review.
- 3.05.** Submit right-of-way plans and opinion of probable construction cost to the City.
 - A. Develop preliminary opinion of probable project costs itemized by unit of work, including a 10-percent contingency.
- 3.06.** Meet monthly with City in connection with such right-of-way work. Two (2) meetings with meeting minutes prepared and distributed.
- 3.07.** Right-of-way plan review meeting to be performed with representatives of the Engineer and the City.
 - A. Address red-lines/mark-ups, revisions and comments.
- 3.08.** Submit right-of-way plans in electronic (PDF) format to MoDOT for engineering design review and approval. Ensure requirements are met for MoDOT A-Date issuance.
- 3.09.** Project administration, project management, and correspondence with the City on project related items
- 3.10.** Prepare right-of-way and easement documents in accordance with example and checklist provided by the City.

- A. Describe right-of-way and easements necessary to complete project (Assumes forty (40) tracts will require temporary construction easements and up to twenty (20) tracts will require permanent easements and/or right-of-way).
 - 1. Furnish legal descriptions sealed by an RLS licensed in the state of Missouri.
 - 2. Maps and sketches as follows:
 - a. Right-of-Way Plans. Update preliminary plans to reflect all proposed takings.
 - b. Individual drawings of takings for each ownership.
 - 3. Provide three (3) copies of legal descriptions, easement documents and exhibits to City for distribution and execution. Legal descriptions and documents shall be provided in digital format compatible with Microsoft Word. Exhibits shall be provided in color PDF format.
 - 4. Revise legal descriptions and ownerships as required.
- B. The Engineer shall stake in the field the location of rights-of-way and/or permanent easements prior to acquisition and construction as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations. (Assumes 24 hours for a 2-person crew.)

3.11. Public Information.

- A. Distribute notification letters to residents and property owners prior to beginning field survey.
- B. Prepare for and attend two (2) public meetings to explain the project to property owners and key stakeholders, and to receive public comments at a time and place arranged by the City. The meetings will be held following preliminary plan approval and prior to construction start.
 - 1. The City will prepare and mail information letters for public meetings.
 - 2. Prepare materials appropriate for each meeting. These will include strip maps, plan sets, FAQs, and exhibit boards.
 - 3. Have persons available to explain the proposed work and to answer questions.
- C. The 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. Eight (8) meetings are budgeted. This includes five (5) meetings with Jackson County and three (3) meetings with Property Reserve Inc. (PRI).
- D. The Engineer will be available to meet with property and business owners as directed by the City to discuss the project at any time throughout the project. Ten (10) meetings are budgeted.
- E. Provide material and coordinate with Creative Services to post project related information on City's website.

3.12. Easement Acquisition Services.

- A. The City will provide acquisition services. If requested by the City for the Engineer to complete this task, it shall be done so under a supplemental agreement. The Engineer will be available to answer questions and provide clarification, as needed.

3.13. Permitting.

- A. Section 404/401. A completed Joint Application for Section 404/401 will be prepared and submitted to the US Army Corps of Engineers (USACE) through the federal Regulatory Request System (RRS). For the purposes of scoping, it is assumed the application will result in one or more Nationwide Permit (NWP) #14 (Linear Transportation Projects) for the actions. NWP #14 is pre-certified for 401 Water Quality Certification (WQC) in Missouri.
- B. Obtain construction permit through MoDNR for waterline extension.

TASK 4. FINAL DESIGN

4.01. Prepare detailed plans and specifications.

- A. Cover sheet.
- B. General notes and legend.
- C. Survey reference and alignment detail sheets.
- D. Typical sections.
- E. Surface drainage design.
 - 1. Finalize system layout and pipe profiles.
 - 2. Update plan notes and drainage calculations.
- F. Plan and Profile sheets.
 - 1. Plan scale = 1"=20'
 - 2. Profile scale H = 1"=20'; V = 1"=5'
- G. Final driveway and entrance profiles, included in the cross sections.
- H. Property schedule, including driveway replacement and restoration items.
- I. Intersection details with pavement dimensions, stations, and offsets indicated. Also includes curb return stations, elevations, curb type (wet/dry), and drainage flow arrows.
- J. ADA ramp details (plan dimensions, slopes, and curb profile elevations).
 - 1. Plan scale = 1"=5'
- K. Final water main plan and profile sheets.
 - 1. Abandon 6" water main along north side of Scherer Road.
 - 2. Extend 12" water main along the south side approximately 600' west to service the 700 block of Scherer Road.
 - 3. Details for connections, thrust blocks, hydrants, meters, valves, service lines, etc.
 - 4. Assumes up to an additional 500 linear feet of existing water main will need to be relocated. An additional 500 linear feet of main relocation is included as an optional service.

- L. Final temporary traffic control and construction sequencing plan sheets (add construction phasing and traffic control notes as necessary). Update plans based on assumption that Scherer Road is closed during construction. Local traffic is maintained, but through traffic is detoured.
 - M. Final traffic signal plans.
 - 1. Ward Road – Signal Modification
 - a. New mast arms/signal poles and pedestrian poles. This includes the needed signal heads and associated cables and junction boxes.
 - b. New cabinet and associated cables, junction boxes and power supply.
 - c. Pedestrian crossings assumed across all legs of the intersection.
 - d. Video detection will be utilized.
 - e. Standard details.
 - 2. RRFB on Scherer Road – New Installation
 - N. Final street lighting plans.
 - 1. Update lighting model.
 - 2. Pole location placement based on lighting model.
 - 3. Final circuit layout and information.
 - 4. Voltage drop calculations.
 - O. Final pavement marking and signing plans.
 - P. Final cross sections and grading limits.
 - Q. Staged erosion and sediment control (ESC) plans.
 - R. Concrete joint layout and details.
 - S. Design and detailing ISR walls. Non-ISR walls are included as an optional service.
 - T. Standard and special details.
- 4.02.** Prepare project manual including technical specifications, job special provisions, measurement and payment, and schedule of values (bid form).
 - 4.03.** Perform final plan quantity takeoffs and develop quantity summary tables.
 - 4.04.** Perform quality assurance review.
 - 4.05.** Stormwater Pollution Prevention Plan (SWPPP), including erosion and sediment control plans. The SWPPP will be incorporated into the project manual and two (2) copies of SWPPP manual will be provided to the City at time of bidding.
 - 4.06.** Prepare a detailed opinion of probable cost.
 - 4.07.** Submit final plans to City for review.
 - 4.08.** Address final plan review comments and prepare bid documents.
 - 4.09.** Submit final plans in electronic (PDF) format to MoDOT for engineering design review and approval. Ensure requirements are met for MoDOT A-Date issuance.
 - 4.10.** Submit bid documents to City in reproducible electronic (PDF) format.

A. Furnish up to four (4) hard copies of detailed plans These shall include 1 full-size set (22" x 34") and 3 half-size sets (11" x 17").

- 4.11. Meet with City monthly during preparation of detailed plans. Five (5) meetings with meeting minutes prepared and distributed.
- 4.12. Project administration, project management, and correspondence with the City on project related items.

TASK 5. BIDDING

- 5.01. Respond to bidder's requests for information during the bidding process.
- 5.02. Prepare written addenda to the bidding documents as required and or requested.
- 5.03. Assist the City in analyzing bids and making recommendation for award of the construction contract.
- 5.04. Arrange for and attend a pre-bid conference.
- 5.05. Arrange for, attend, and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies.

Exhibit B
Optional Services To Be Provided By Engineer

Engineer shall provide, if needed by the City, and only upon receipt of written authorization by the Director of Public Works, the optional services ("Optional Services") as outlined as follows:

01 General

The following is a list of optional services that can be provided by the Engineer for the Scherer Road from Ward Road to Jefferson Street project.

02 Non-ISR Walls

Design, analysis, geotechnical investigation, and plan production for up to 500 linear feet of non-ISR walls. The work will include preparation of preliminary and final plans, specifications, and cost estimates with specific items of interest as follows:

1. Up to four (4) modular block retaining walls of six feet tall or less. Total combined wall length is assumed to be 500 linear feet or less.

03 Raised Median Modification at M291

Create plan sheet detailing raised median extension west of M291 on Scherer Road. Efforts assumed to require additional temporary traffic control for construction along with coordination with Missouri Department of Transportation (MoDOT) to complete work within state right-of-way.