

EXHIBIT 1 TO ORDINANCE

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE M291 NORTH INTERCHANGE WITH HIGHWAY US 50 PROJECT
(RFQ NO. 2022-037)**

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Olsson, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for the M291 North Interchange with Highway US 50 Project, Commission Project No. J4P3196 (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**

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"):

Phase 900 - Optional Services:

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Task 901 – Landscape & Irrigation Plans – The Landscape Plan will identify the location, species and variety, quantity, plant sizes and special requirements or conditions for the plant materials. Final landscape planting details and opinion of landscape costs are also included. The irrigation plan will consist of 2D layout of primary service lines and backflow preventor as it connects to the water main. The remainder of the irrigation design will be defined as an on-plan performance specification. This task assumes approximately 10 total sheets at a 1"=30' scale.

Task 902 – 3D Animation – A 3D animation will be created using Bentley Concept Station.

Task 903 – Blue Parkway Concrete Jointing Plan – Provide a concrete jointing plan layout for City of Lee's Summit owned roadway.

Task 904 – Utility Potholing – Provide utility potholing through a subconsultant/contractor for \$10,000 worth of services.

ARTICLE III SCOPE OF SERVICES TO BE PROVIDED BY CITY

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

1. Life Cycle Analysis on pavements.
2. All title work deemed necessary by Consultant.
3. Any known or documented utility easements.
4. Complete appraisals and RW negotiations.
5. Advertise the public meeting, coordinate the location/space, perform mass mailings of notices of meetings or hearings, and newsletters.
6. Provide plans of any proposed development plans within the project limits.
7. Existing plans and as-built drawings for any infrastructure on their current system.
8. GIS and aerial photography data (owned by the City).
9. Current available traffic data, including volumes and crash information (as available on the City's system).
10. Participate in core team meetings.
11. Provide review comments at project milestones.
12. Provide the latest version of standards and specifications in Word and PDF format as applicable.
13. Provide access to enter public property.
14. Permitting and mitigation fees, if any.

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ARTICLE IV PAYMENTS TO THE ENGINEER

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of Two Million One Hundred Thirty-Six Thousand Nine Hundred Twenty-Seven and 46/100 Dollars (\$2,136,927.46), 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 Two Million Eighty-Seven Thousand Five Hundred Twenty-Two and 78/100 Dollars (\$2,087,522.78).
- 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 Forty-Nine Thousand Four Hundred Four and 68/100 Dollars (\$49,404.68).
- 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.

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ARTICLE V COMPLETION TIME

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

Engineer shall begin upon receipt of a Notice to Proceed with an anticipated completion date of December 31, 2024.

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.

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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.

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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
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

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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,

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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

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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.

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- 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.

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- 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

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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

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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:

Olsson, Inc.
Attn: Reid Catt
7301 W. 133rd Street, Suite 200
Overland Park, KS 66213

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
- Exhibit B – Rate and Expenses Schedule

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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 _____, 2022.

CITY OF LEE'S SUMMIT, MISSOURI

OLSSON, INC.

Stephen A. Arbo, City Manager



By: Reid Catt

ATTEST:

Title: Vice President

Trisha Fowler Arcuri, City Clerk

ATTEST:


APPROVED AS TO FORM:

Scott Ison,
Chief Counsel of Infrastructure and Recreation

EXHIBIT 1 TO ORDINANCE

Exhibit A: SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

The following scope has been developed for modifying the J4P3196 MO Route 291N & US 50 interchange reconstruction, Blue Parkway realignment, and ancillary improvements as outlined in the request for qualifications. Plans will be prepared based on Lee's Summit and MODOT design criteria and standards.

Olsson, Inc. ("Olsson") shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Project Management & Meetings

Task 101: Project Management – The Consultant Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-consultants, and provide regular progress reports with invoices.

The Consultant PM will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. The Consultant PM will be responsible for execution of QA/QC for each submittal.

Task 102: Design Memorandum – The Consultant will prepare a design memorandum with project criteria and design standard information for submittal and agreement by the City & MoDOT Project Manager.

Task 103: Utility Review Meetings (Assume 2 in person and 6 virtual Meetings) – The Consultant will review the utility locations shown on the plans and verify these locations during field inspections. After survey is complete, plans will be distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased. The Consultant shall include time for coordination via the phone and one-on-one meetings with affected utilities, depending on the complexity of the project.

Task 104: Project Meetings

- Kick-Off Meeting - Once notice to proceed has been received, the Consultant will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the Consultant shall be responsible for notification to attendees.
- Progress Meetings - The Consultant will schedule and attend progress meetings. The Consultant will create and distribute a meeting agenda prior to progress meetings. This scope estimates the following 12 progress meetings.
- Review Meetings - The Consultant will schedule and attend review meetings to receive the City's review comments from the 30%, 60%, and 95% submittals. (3 meetings).
- Stakeholder Meetings - The Consultant will schedule and attend stakeholder meetings. This scope estimates the following 6 meetings (3 virtual and 3 in person).
- Public Meetings – The Consultant attend one (1) open house style public meeting and one (1) virtual public meeting scheduled and organized by the City. Transcripts will be prepared for public meeting summaries.

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Task 105: Public Meeting Preparation – The Consultant will assist the Client for public meetings by preparing exhibits and compiling pertinent information necessary to inform the public and respond to questions. Exhibits will consist of colorized, 2D preliminary plan sheets. The 3D Infraworks rendering presented in the proposal will be updated to match the preliminary plan and made available for the meeting.

Phase 200 – Survey Services

Task 201: Survey

The Consultant shall:

1. Perform topographic survey of the site, including boundary surveying. The limits for the survey along US 50 and Route N291, Missouri are shown in Figure A (Project Area).
 - a. Establish horizontal and vertical control points and provide reference ties. Control points will be referenced to NAVD88 and the Missouri Coordinate System of 1983. The consultant is responsible for developing a project projection factor based on the Missouri Coordinate System of 1983 Manual for Land Surveyors.
 - b. Provide topographic survey including one-foot contour interval, physical features, and vertical/horizontal breaks. Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot.
 - c. Utilities will be located and shown per observed evidence, plans provided by Client and field markings by Missouri One-Call. The governing standard for Subsurface Utility Engineering (SUE) services shall be ASCE Standard 38-02, "Standard Guideline for Collection and Depiction of Existing Subsurface Data". SUE services will be performed at a Quality Level C.
 - d. Obtain manhole and box sizes on existing sanitary and storm sewer structures within the Project Area. Surveyor to also provide rim and inverted elevations on existing sanitary and storm sewer structures.
 - e. Retrace the existing right-of-way lines based on record information, as-built plans, recorded plats and field monumentation.
 - f. Retrace necessary section lines to assist with right-of-way retracement and property line establishment and provide tie to project alignment.
 - g. Produce Base Mapping for roadway design, 1"=50'.
 - h. Deliver standard text file and Microstation ORD Connect drawing including contours of a one-foot contour interval.
 - i. Provide acquisition documents (descriptions and exhibits) for permanent rights-of-way, permanent utility easements, and temporary construction easement. It is assumed that no more than 40 document will be required.
 - j. Provide a Final Location Survey and description of the right-of-way of SE Blue Parkway that will be conveyed to the City of Lee's Summit. Conveyance limits will be from just east of the US 50 and S291 interchange roundabout to just west of Todd George Parkway totaling approximately 10,800 LF. Right-of-way lines will be monumented in accordance with the EPG standard.

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- k. File Final Location Survey with the Jackson County Recorders of Deeds office.
- l. Land Surveying Services will be in accordance with the State of Missouri Standards for Property Boundary Surveys.

Phase 300 – Geotechnical Exploration

Task 301: Drilling and Field Services

1. The Consultant shall contact Missouri One Call to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is beyond the scope of work for this project.
2. The Consultant proposes to use a truck-mounted drill rig with traffic control to complete the following soil test borings for the geotechnical exploration:

Bridge Borings

- Six (6) soil test borings to auger refusal (assumed to be at or around 20 feet) with 25 foot of core in each.

Retaining Wall Borings

- Six (6) soil test borings to depths of 20 feet each below the existing ground surface or to practical auger refusal on bedrock.
- Six (6) soil test borings to depths of 35 feet each below the existing ground surface or to practical auger refusal on bedrock.

Roadway Borings

- A total of twenty (20) soil test borings to depths of 15 feet each below the existing ground surface or to practical auger refusal along MO 50 Hwy, MO 291 Hwy, the existing exit and on ramps, along SE Blue Parkway and in green spaces along the new alignment of SE Blue Parkway.
- An additional fifteen (15) pavement cores will be obtained along the existing pavements.

This proposal is based on a total drilling footage of 650 linear feet + 150 linear feet of rock coring.

3. Split spoon and thin-walled samples shall be collected from the soil test borings.
4. The Consultant shall obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations. After obtaining groundwater level readings, the Consultant shall backfill the borings with soil cuttings and patch pavements.

Task 302: Laboratory Services

1. Proposed laboratory testing will include visual soil classification, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on representative portions of selected Shelby tube samples. Moisture content tests will be performed on all

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samples. Atterberg limits tests will also be performed upon representative samples of typical subsurface conditions encountered across this site. Up to 3 CBR tests will be performed on potential subgrade soils. Unconfined compressive strength tests on the bedrock samples obtained will also be performed.

Task 303: Engineering Analysis and report

1. A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site. In addition, the report will present our opinions and recommendations regarding the following items:
 - a. Generalized geotechnical site preparation concerns addressing fill subgrade preparation, earthwork placement, fill compaction criteria, excavatability of bedrock (if any), and suitability of on-site materials for use as structural fill
 - b. Recommended foundation design parameters for the new bridge including drilled shaft skin friction and end bearing capacity.
 - c. Anticipated total and differential settlement of structural elements
 - d. Seismic site coefficient per the International Building Code
 - e. General design guidelines, including lateral earth pressures, for retaining walls
 - f. Global stability analysis on proposed retaining walls
 - g. Pavement subgrade preparation
 - h. Generalized subsurface drainage requirements for pavement areas
 - i. New pavement thicknesses (Lee's Summit owned roadways), including both asphalt and concrete alternatives.

Phase 400 – Environmental Review – Consultant shall prepare a Request for Environmental Review (RER) for the proposed project with the expectation that the project will result in a programmatic categorical exclusion (PCE). The Consultant will complete a review and evaluation of Missouri Department of Transportation (MODOT) NEPA checklist items. The MODOT NEPA checklist is comprised of the following items: Section 106 Cultural Resources; Section 4(f) and 6(f); Wetlands and Streams; Threatened and Endangered Species; Migratory Birds; Floodplain and Regulatory Floodway; FEMA/SEMA Buyout Lands; Stormwater and Erosion Control; Hazardous Waste; Farmland; Socioeconomics; and, Noise. The Consultant will conduct a site visit of the project area to take photographs of existing conditions and conduct other desktop reviews.

Phase 500 – Preliminary Design

Task 501: Develop Preliminary Roadway and Bridge Design

The Consultant shall:

1. Develop preliminary roadway and ramp layouts, horizontal and vertical.
2. Develop 3D model of the proposed improvements in accordance with MODOT standard practices.

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3. Review traffic count data in conjunction with past projections and existing modeling information. New traffic count data will be collected at seven locations to complete review. Review areas of concern and potential modifications to the conceptually approved geometric layout to accommodate queuing or other design issues. Summary of findings will be provided in a technical memorandum documenting model review process and any recommendations to be accommodated in design plans. The memo will include a discussion regarding driveway spacing requirements.
4. Coordinate with utility companies.
 - a. Obtain mapping from each utility.
 - b. Identify utility conflicts and coordinate with utility companies to develop relocation concepts.
 - c. Develop utility coordination plans.
 - d. Create and maintain utility relocation schedule.
5. Coordinate with MoDOT Bridge Division
6. Prepare storm water drainage, hydrologic and hydraulic studies and preliminary drainage plans, including both pavement and crossroad drainage.
7. Prepare preliminary bridge superstructure models and geometric layout.
8. Prepare a conceptual traffic control plan with an outline for construction staging conforming to the requirements of the MUTCD and the Engineering Policy Guide (EPG).
9. Prepare Preliminary paving, grading, bridge, and drainage design plans. At a minimum the plans shall include the following:
 - a. Title Sheet
 - b. Typical Sections
 - c. General Notes
 - d. Survey control & alignment sheets
 - e. Plan Sheets at 1"=50' horizontal
 - f. Profile Sheets at 1"=50' horizontal and 1"=5' vertical
 - g. Driveway Plan & Profile Sheets
 - h. Special Sheets for geometrics, referenced points, coordinate points, retaining walls and other sheets for special design features.
 - i. Preliminary Traffic Signal Plan Sheets at 1"=20' horizontal
 - i. New signalized intersections will be completed at the intersections of N 291 and Blue Parkway, US-50 WB Ramp, US-50 EB Ramp. MoDOT has expressed interest in maintaining the signal controller cabinet at the US-50 WB & EB interchange ramps if possible. Coordination with Rhythm Engineering staff will be completed to ensure detection equipment is compatible with new layout. MoDOT has also expressed that the existing equipment in the N 291 intersection with Blue Parkway may be relocated to the new location with this project. New detection equipment may be provided with this relocation.

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- ii. Signal Modifications are anticipated at the Hamblen Road and Oldham Parkway intersection as well as Oldham Parkway with Ranson Road.
 - j. Preliminary Lighting Plan Sheets at 1"=30' horizontal
 - i. Lighting will be provided per MoDOT Standards along N 291 and at signalized intersections.
 - k. Preliminary Fiber Optic Interconnect Sheets at 1"=30' horizontal
 - i. Fiber Optic Interconnect plans will be completed based on available data and coordination with MoDOT, KC Scout, and City of Lee's Summit staff needs. MoDOT fiber equipment will be provided to re-connect signal equipment to the existing fiber optic network. Additionally, KC Scout has a CCTV camera located on the south side of US-50 that will be reconnected to the existing communications network. The design assumes that the City of Lee's Summit fiber equipment will be begin north of the interchange and south to the existing City Water Ops Facility. Plan sheets for fiber continuing south from SE Oldham Road along Hamblen Road to the Water Ops Facility will depict edge of pavement and right-of-way based on available GIS information supplied by the City. Utilities present in GIS data format can be displayed on the plans, however it is not anticipated that full survey data is needed for fiber optic equipment placement along this stretch.
 - l. Preliminary Highway Signing Sheets at 1"=50' horizontal
 - m. Preliminary Pavement Marking Sheets at a 1"=20' horizontal
 - n. Preliminary Traffic Control and Staging Concept Sheets
 - o. Preliminary Culvert Sections for storm sewers at 1"=10', horizontal and vertical.
 - p. Preliminary Cross Sections at 25-foot intervals, 1"=10', horizontal and vertical, including entrance sections with existing and proposed grades and intermediate cross sections as necessary to accurately estimate earthwork.
 - q. Waterline Plans at 1"=20' horizontal
 - r. Sanitary Sewer Plans at 1"=20' horizontal
 - s. Preliminary Bridge Plans (Plan, Profile, Typical Section)
10. Tentative Easements and Right-of-Way Limits with property lines and ownership (if applicable)
11. Bridge memorandum.
12. Develop a Preliminary Opinion of Construction Costs.
13. Attend one field check meeting with Client, City, and MoDOT (as requested).

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Phase 600 – Right-of-Way Plans

Task 601: Develop Right-of-Way Plans

1. The Consultant shall prepare right-of-way plans in accordance with the EPG which may be separate drawings from those used for design and construction details. The right-of-way plans shall show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, limits of approximate impacts to businesses, other land survey information, street lines, existing right-of-way and easements and new right-of-way and easements (permanent and temporary). The Consultant should also include any plan details, which will require additional right-of-way or easements during the construction phase of the project such as bypasses, temporary erosion control, etc. New right-of-way lines and all easements shall be dimensioned from the center line, or cross road center lines, if necessary. Bearings and distances on the right-of-way lines will be required.
2. The Consultant shall also:
 - a. Further refine and develop preliminary roadway plans and modeling.
 - b. Evaluate and model potential temporary widening or roadway connections (e.g. ramps for traffic control or temporary connection through QT site).
 - c. Evaluate guardrail and barrier needs in relation to obstacles such as columns, walls, and signposts.
 - d. Continued utility coordination including reevaluation of conflicts.
 - e. Finalize storm water drainage analysis and refine storm system layout and culvert sections.
 - f. Further refine the conceptual traffic control plan to allow for 3rd party constructability review.
 - g. Refine and develop traffic signal, lighting, fiber optic, signing, and other traffic related design and plan sheet work.
 - h. Refine water and sanitary sewer plans.
 - i. Refine & Update a Preliminary Opinion of Construction Costs.
3. Right-of-way plans, at a minimum, shall include:
 - a. Title Sheet
 - b. Typical sections
 - c. Survey control and alignment sheets
 - d. Plan/profile sheets
 - e. Special Sheets
 - f. Cross sections of the roadway, entrances (including widths, grades, entrance type and surface material), and side roads
 - g. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner and areas remaining shall be shown in tabular form on the respective sheets.

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Phase 700 – Final Design

Task 701: Final Design

The Consultant shall:

1. Furnish design plans, which show approved right-of-way, drainage facilities, signing plans, striping plans, lighting plans, cross sections and roadway design features, bridge structures and retaining walls for coordination with the utility companies' existing facilities, and proposed plans of adjustments.
2. Mechanically stabilized retaining wall design
 - a. Olsson will be responsible for conducting a geotechnical investigation, assessing global stability, providing lateral earth loading recommendations and bearing resistances, developing construction drawings, and bid specifications for three (3) MSE retaining wall systems. Two MSE walls will be located along US50 and coincide with the bridge construction. The structural design of the wall system will be the responsibility of the Contractor and their selected wall manufacturer's licensed engineer. Olsson will review and approve of the wall system design and manufacturer prepared shop drawings to ensure they meet the contract specifications after contract award and before ordering material.
 - b. Review and select wall system(s) required parameters.
 - c. Identify aesthetic enhancements, if necessary.
 - d. Layout wall system to fit within proposed geometric and right-of-way constraints.
 - i. Profile, Length, Finished Grades, Anticipated Leveling Pad Elevations
 - e. Design the drainage connection and hand rail system, if required.
 - f. Prepare construction specifications
 - g. Prepare construction plans
 - i. Wall elevation and specifications (2 sheets)
 - ii. Wall typical sections, notes and quantities (1 sheet)
 - iii. Design section, backfill, form liners, and notes (1 sheet)
 - iv. Fence and drainage details (1 sheet)
 - v. Boring Data (1 sheet)
3. Coordinate utility company activities for adjustments required to be included in the final design plans.
 - a. Identify utility conflicts and coordinate with utility companies to develop relocation concepts.
 - b. Refine utility coordination plans.
 - c. Update utility relocation schedule.
4. Prepare plans for the following specialty items: signing plans, traffic signal, and lighting plans. Olsson shall submit these preliminary plans to the Client for review and approval. These plans shall be separate from the detailed construction plans.
 - a. After preliminary approval of the specialty items listed above, final plans shall be submitted for final review and approval, including quantity sheets.

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- b. These specialty items shall be completed in accordance with the applicable sections of the EPG and the Manual of Uniform Traffic Control Devices (MUTCD).
5. The design plans shall include a detailed traffic control plan with an outline for construction staging conforming to the requirements of the MUTCD and the EPG, and as may be supplemented by samples provided by MODOT.
6. Prepare detailed temporary erosion control plans for review and approval before inclusion in the final design plans. If required, a SWPPP will be prepared.
7. Prepare computations for design plan quantities. Plan quantities shall be shown on the Quantity Sheets. Specialty items may have separate sheets for quantity tabulations.
8. Prepare necessary Job Special Provisions, which are to supersede the Missouri Standard Specifications for Highway Construction.
9. Design and furnish fully checked design plans, job special provisions, design computations, quantity computations, a final opinion of cost, and construction workday study for a two-span bridge design utilizing MoDOT EPG and Standard Specifications for Highway Construction. This work will include design and preparation of construction drawings for the bridge components (deck, beams, diaphragms, bearings, drainage system, barriers and approach slabs). The plans shall be complete and shall cover all parts of the structure they represent. The degree of detail shall be comparable to that furnished on typical plans prepared by MoDOT. Requirements outlined in the Engineering Policy Guide shall be met.
10. At a minimum, the final paving, grading, bridge, and drainage design plans shall include the following:
 - a. Title Sheet
 - b. Typical Sections for both Alternate Pavement Types
 - c. General Notes
 - d. Survey Control and Alignment Sheets
 - e. Quantity Sheets
 - f. Plan Sheets at 1"=50', horizontal
 - i. Blue Parkway M&O at 1"=50', horizontal
 - g. Profile Sheets at 1"=50' horizontal and 1"=5' vertical
 - h. Special Sheets for warping elevations, geometrics, grading plan, retaining walls, intersection details, and other sheets for special design features
 - i. Final Traffic Signal Plan Sheets at 1"=20' horizontal
 - j. Final Lighting Plan Sheets at 1"=30' horizontal
 - k. Final Fiber Optic Interconnect Sheets at 1"=30' horizontal
 - l. Final Highway Signing Sheets at 1"=50' horizontal, with sign cross sections at 1"=5', horizontal and vertical (as required)
 - m. Final Pavement Marking Sheets at a 1"=20' horizontal
 - n. Final Temporary Traffic Signal Plans at 1"=20' horizontal
 - o. Final Temporary Traffic Control Plans at 1"=100' horizontal

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- p. Erosion Control Plan Sheets at 1"=20' horizontal
- q. Culvert Sections for storm at 1"=10', horizontal and vertical
- r. Earthwork Quantities, Cross Sections at 25-foot intervals, 1"=10', horizontal and vertical, including entrance sections with existing and proposed grades and intermediate cross sections as necessary to accurately estimate earthwork
- s. Traffic Signal Plan Sheets at 1"=20' horizontal
- t. Temporary Traffic Signal Plans at 1"=20' horizontal
- u. Lighting Plan Sheets at 1"=30' horizontal
- v. Temporary Traffic Control Plans at 1"=100' horizontal
- w. Highway Signing Sheets at 1"=100' horizontal, with sign cross sections at 1"=5', horizontal and vertical (as required)
- x. Pavement Marking Sheets at a 1"=20' horizontal
- y. Bridge Drawings
 - i. General Plan and Elevation
 - ii. General Notes and Quantities
 - iii. Substructure Details
 - iv. Vertical Drain Details behind Backwalls
 - v. Superstructure Details
 - vi. Diaphragm Details
 - vii. Slab Plan and Typical Section
 - viii. Sidewalk Details
 - ix. Conduit System Details
 - x. Barrier Reinforcing Details
 - xi. Barrier End Transition Details
 - xii. Approach Slab Details
 - xiii. Fencing Details
 - xiv. Bill of Reinforcing
- z. Retaining Wall Plans (3 sets)
- aa. Waterline Plan Sheets at 1"=20' horizontal including Lee's Summits standards and details
- bb. Sanitary Sewer Plan Sheets at 1"=20' horizontal including Lee's Summits standards and details
- cc. Utility Relocation Plan Sheets
- dd. Job Special Provisions
- ee. Pertinent LPA clearance forms

Task 801 – Bidding and Construction Phase

Task 801: Bidding and Construction

The Consultant shall:

1. Be available to discuss and interpret the plans and specifications via phone call during the bidding and construction phase of the project. Assist with the preparation of addenda.

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2. Review and approve manufacturer's design calculations and shop drawings for retaining walls.
 - a. Geotechnical Engineer will review the manufacturer's overturning and sliding stability calculations and loading assumptions to ensure conformance with the parameters prescribed in the Geotechnical Report and bid specifications.
 - b. Structural Engineer will conduct a review the construction shop drawings and a conformance-level review of the design calculations to ensure that they are each signed/sealed by a registered engineer, utilize the appropriate design code parameters, geometrically match the construction and shop drawings, stay within the project constraints, and meet the requirements of the detailed bid specifications.
3. Review shop drawings for the City of Lee's Summit owned Infrastructure. The reviews will include water, sewer, storm, and fiber systems.
4. Provide miscellaneous support and answering contractor requests for information (RFI).
5. Prepare final as-built drawings (with Contractor provided information) that reflect:
 - a. All change orders
 - b. Minor design changes
 - c. Changes made in the field by City or MoDOT representatives that are marked on the plan set.

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Assumptions:

1. The general project configuration is as shown on Figure B. Portions of the project that will be owned by the school will be designed by the school's consultant in accordance with the cooperative agreement between City of Lee's Summit and the school district (parking lots and drives in the NW quadrant of the project). Mainline work on US 50 is between the gore points of the interchange ramps.
2. The bridge construction will be completed in one stage. If a two-stage construction work sequence for the bridge should become necessary, then a supplemental agreement will be negotiated.
3. Olsson will prepare a draft SIA sheet, and MoDOT will conduct the inventory inspection and prepare the bridge load rating model and then add this information to the NBIS.
4. All geotechnical boring locations must be readily accessible. Mud-matting or clearing operations to achieve access to boring locations is assumed to not be necessary.
5. Geotechnical analysis and retaining wall design assume a mechanically stabilized earth (MSE) retaining wall system will be utilized. The plans that Olsson will prepare will utilize a performance specification such that the structural design and stability of the wall system will be the responsibility of the Contractor and their selected wall manufacturer's licensed engineer. This information will be reviewed and approved by the Engineer as a pre-construction work item prior to ordering materials.
6. Waterline design accounts for approximately 5,000 LF of water main design (nominally 8"). Water system modeling is not required.
7. Sanitary Sewer design consists of approximately 500 LF of minor system extensions.
8. Quantities will be prepared based on the overall project and will not be broken out by phase or construction stage.
9. Sign cross sections are only required on structural steel posts (i.e. not standard PSST type posts).
10. The 3rd party contractibility and value engineering review provided by Constructors, Inc. will be on an hourly, as-requested basis up to the budgeted limit as presented in the fee estimate.
11. The mill and overlay plans will consist of 2D plan sheets consisting of aerial backgrounds and callouts. Traffic control is assumed to be handled using typical applications and does not involve detailed design or layouts. Topographic survey will not be completed.
12. The City of Lee's Summit will provide Olsson the Life Cycle Analysis on pavements.
13. The City of Lee's Summit shall provide all title work deemed necessary by Consultant.
14. The City of Lee's Summit shall complete appraisals and RW negotiations.
15. The City of Lee's Summit shall advertise the public meeting, coordinate the location/space, perform mass mailings of notices of meetings or hearings, and newsletters.
16. MoDOT will provide as-built plans of existing roadways, ramps, and bridge.
17. MoDOT will provide the recommended pavement design for MoDOT roadways.
18. MoDOT standard ADA ramp typical details will be provided and detailed ADA ramps will not be required (in general accordance with MoDOT typical design approach).
19. MoDOT will be putting together the contract documents and letting the project.
20. MoDOT is providing primary construction administration and inspection services. Olsson will assist in a limited role, similar to a typical MoDOT project.
21. Olsson will provide the MoDOT specific submittals: Electronic Deliverables as per the EPG, Construction work-day study, Sheet D-12 District Final Plans Check List, Sheet D-15 District Traffic Signals Check List, District Contract Plans (QA/QC) Check List.
22. MoDOT will provide Transportation Management Plan and Workzone Impact Analysis Spreadsheet information (if required).
23. All permit, permitting fees, and mitigation, if any, will be paid by the Client.

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24. Utility relocation plans (from utility representatives) will be produced on standalone plan sheets within the plan set.
25. Contractor will be required via Job Special Provision to provide survey shots and hand mark-ups to Olsson who will then produce as-built plans for water, sewer, storm, and fiber systems.

Exclusions (unless added via optional services or amendment):

1. Landscaping or irrigation design.
2. 3D visualizations or renderings beyond those noted in the scope.
3. Land acquisition or appraisal proceedings.
4. Title work.
5. Bridge Inventory Inspection and bridge load rating calculations.
6. Design of falsework or temporary shoring
7. Design of custom pedestrian fencing
8. Environmental investigation, surveys, and permitting beyond those noted in the scope.
9. Noise studies
10. Individual 401/404 permits
11. Detention and detailed water quality design.
12. Utility line relocation design such as power/electric lines, gas lines, and communications/fiber lines.
13. Bidding and bid book compilation.
14. Construction observation, testing, and inspection.

Figure A
Topographic Survey Limits



Figure B
General Design Configuration

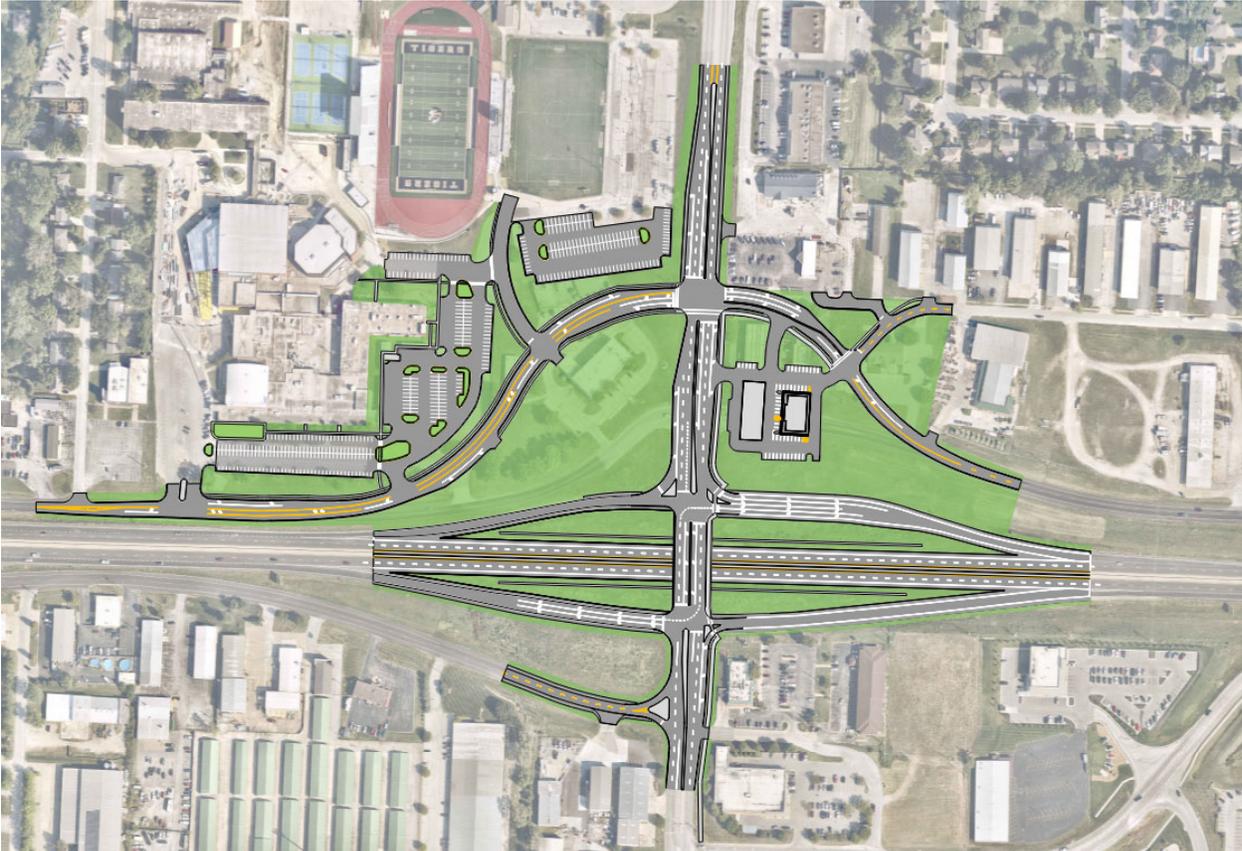


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EXHIBIT B

OLSSON RATE SCHEDULE

2022 LABOR RATES

The OWNERS's payment to the ENGINEER shall be due and payable as follows:

1. An amount based upon actual salary of personnel for time charged to a project multiplied by a project multiplier mutually agreed upon (approximately 3.21) in accordance with rates (shown below as allowable salary range) for each position classification and expenses, or a negotiated amount as agreed upon.

<u>Description</u>	<u>Range</u>
Regional Leader	\$95.00/hr - \$120.00/hr
Practice Leader	\$75.00/hr - \$95.00/hr
Office Leader	\$55.00/hr - \$90.00/hr
Senior Project Manager	\$60.00/hr - \$90.00/hr
Client Relationship Manager.....	\$65.00/hr - \$95.00/hr
Industry Expert	\$65.00/hr - \$95.00/hr
Technical Leader.....	\$50.00/hr - \$90.00/hr
Team Leader	\$40.00/hr - \$90.00/hr
Senior Project Manager.....	\$70.00/hr - \$90.00/hr
Senior Engineer.....	\$40.00/hr - \$80.00/hr
Senior Project Engineer.....	\$55.00/hr - \$75.00/hr
Project Engineer.....	\$25.00/hr - \$65.00/hr
Associate Engineer.....	\$30.00/hr - \$50.00/hr
Assistant Engineer.....	\$25.00/hr - \$50.00/hr
Senior Scientist.....	\$45.00/hr - \$65.00/hr
Associate Scientist	\$25.00/hr - \$35.00/hr
Assistant Scientist	\$20.00/hr - \$35.00/hr
Project Planner	\$30.00/hr - \$50.00/hr
Associate Planner.....	\$25.00/hr - \$35.00/hr
Assistant Planner.....	\$22.00/hr - \$32.00/hr
Senior Landscape Architect.....	\$40.00/hr - \$60.00/hr
Project Landscape Architect.....	\$30.00/hr - \$50.00/hr
Associate Landscape Architect.....	\$26.00/hr - \$40.00/hr
Assistant Landscape Architect.....	\$25.00/hr - \$35.00/hr
Design Technical Manager.....	\$30.00/hr - \$55.00/hr
Design Associate.....	\$25.00/hr - \$45.00/hr
Senior Technician.....	\$18.00/hr - \$45.00/hr
Associate Technician.....	\$15.00/hr - \$35.00/hr
Assistant Technician.....	\$15.00/hr - \$35.00/hr
Technician	\$13.00/hr - \$23.00/hr
Project Manager Field	\$35.00/hr - \$55.00/hr
Assistant Manager CA.....	\$35.00/hr - \$45.00/hr
Senior Technician CA.....	\$20.00/hr - \$45.00/hr
Construction Observer.....	\$22.00/hr - \$45.00/hr
Manager CMT.....	\$39.00/hr - \$49.00/hr
Senior Technician CMT	\$30.00/hr - \$50.00/hr
Assistant Technician CMT	\$15.00/hr - \$35.00/hr
Project Manager NDT.....	\$35.00/hr - \$55.00/hr
Senior Technician NDT	\$30.00/hr - \$50.00/hr
Associate Technician NDT	\$20.00/hr - \$50.00/hr
Assistant Technician NDT	\$19.00/hr - \$29.00/hr
Senior Driller.....	\$25.00/hr - \$45.00/hr
Assistant Driller.....	\$15.00/hr - \$30.00/hr

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Associate Driller.....	\$20.00/hr - \$30.00/hr
Steel Technician	\$20.00/hr - \$40.00/hr
Systems Specialist	\$55.00/hr - \$65.00/hr
Senior Surveyor.....	\$30.00/hr - \$60.00/hr
Surveyor	\$25.00/hr - \$45.00/hr
Associate Surveyor.....	\$20.00/hr - \$40.00/hr
Assistant Surveyor.....	\$16.00/hr - \$30.00/hr
Senior Administrative Coordinator.....	\$20.00/hr - \$40.00/hr
Administrative Coordinator	\$15.00/hr - \$30.00/hr
Office Assistant.....	\$10.00/hr - \$20.00/hr
Secretarial	\$15.00/hr - \$25.00/hr
Student Technician - Level 1	\$14.00/hr - \$24.00/hr

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. The above hourly rates and unit prices are applicable through December 31, 2022.
3. The above rates will be increased 4% for each consecutive year the contract is in place.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.585/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	Actual Cost
Postage & Shipping Charges	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements, or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).