

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR STORMWATER IMPROVEMENTS – 5 LOCATIONS (RFQ NO. 543-32272D)**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and \_\_\_\_\_ (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for Stormwater Improvements – 5 Locations (hereinafter "Project"); and

**WHEREAS**, Engineer has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and

**WHEREAS**, the City Manager is authorized and empowered by City to execute contracts providing for professional engineering services; and

**WHEREAS**, City desires to enter into an agreement with Engineer to perform the Project; and

**WHEREAS**, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I  
SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following professional engineering services to City ("Basic Services"):

***See Attachment 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"):

***There will be no Optional Services***

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

City shall provide the following services to Engineer:

***See Attachment A***

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of One Hundred and Ninety Seven Thousand and Eight Hundred Dollars (\$197,800.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of One Hundred and Ninety Seven Thousand and Eight Hundred Dollars (\$197,800.00).
- 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 Zero Dollars (\$0.00).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been completed in accordance with this Agreement. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
  - 1. Project Name/Task Name/RFP Number/Description of Agreement.
  - 2. Invoice Number and Date.
  - 3. Purchase Order Number issued by City.
  - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
  - 5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.

6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

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

## **ARTICLE V COMPLETION TIME**

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

Assumes Notice to Proceed August, 2019  
Survey – August – September, 2019  
Preliminary Design – October – November, 2019  
ROW Appraisals & Acquisitions – December, 2019 – February, 2020  
Utility Relocations – February – March, 2020  
Final Design – December, 2019 – January, 2020  
Bid & Award – March – May, 2020  
Construction – June – October, 2020

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

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

## **ARTICLE VI INSURANCE**

- A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer or from the Engineer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any relevant Additional Insured endorsement. The cost of such insurance shall be included in the Engineer's contract price.

- B. NOTICE OF CLAIM: The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any insurance policy required in excess of \$10,000.00, if the reduction results in coverage amount below those indicated in Article VI whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
  
- C. INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A-" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
  
- D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Engineer shall either:
  - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
  - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.
  
- E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Self-Insured Retention or Deductible shall be the sole responsibility of the Engineer. The City reserves the right to require guarantees from the Engineer for such assumed limits. Subject to a confidentiality agreement, Engineer shall make available to the City and/or the City's selected financial professional an opportunity to review at Engineer's Office the appropriate and necessary financial information needed to verify financial viability. Such review shall be upon the City's written request and shall not take place more than once a year.
  
- F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the amount of \$1,000,000 per occurrence/claim and in the aggregate.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Aggregate:	\$2,000,000

Policy must include the following conditions:

Bodily Injury and Property Damage  
 Insured Contract's Contractual Liability  
 Explosion, Collapse & Underground (if risk is present)  
 Additional Insured: City of Lee's Summit, Missouri

- H. AUTOMOBILE LIABILITY: Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
1. Any Auto
  2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,  
 Bodily Injury and Property Damage: \$2,000,000  
 City of Lee's Summit, Missouri does NOT need to be named as additional insured  
 on Automobile Liability

- I. WORKERS' COMPENSATION: This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation in favor of the City, if allowed by law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the coverage limit and do not infer that such limits are sufficient to protect Engineer from a loss nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's coverage for which the City is included as an additional insured will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers registered with the City in respect to their duties for the City.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

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

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
  
- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material delivered and to be delivered by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
  
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
  
- D. **EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

In the event an emergency change in services is authorized by the Director of Public Works and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
  3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services in the performance of the services under this Agreement. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER:** Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services

being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.

- I. **ENGINEER'S ENDORSEMENT:** Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. **INSPECTION OF DOCUMENTS:** Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. **INDEMNIFICATION AND HOLD HARMLESS:** Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, , each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. **LIMITATION OF LIABILITY:** In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s')

methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.

- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.
- W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

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

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

and notices to Engineer shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

**ARTICLE VIII  
ALL OTHER TERMS REMAIN IN EFFECT**

Reserved.

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

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF LEE'S SUMMIT**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes,  
Chief Counsel of Infrastructure and Planning  
Office of City Attorney

**ENGINEER:**

\_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

## ATTACHMENT A

### SCOPE OF WORK

Engineer: Burns and McDonnell Engineering  
Owner: City of Lee's Summit, Missouri  
Project: Stormwater Improvements – 5 Locations

#### I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by ENGINEER for design stormwater improvements at 5 locations (Project).

A. The Project. The City of Lee's Summit, Missouri (CITY), intends to implement stormwater improvements at five locations:

- 1) 105 NE Maple Street;
- 2) Lakeview Boulevard between 1<sup>st</sup> and 2<sup>nd</sup> Streets;
- 3) SE Grand Avenue from SE 5<sup>th</sup> Street to 416 SE Grand Avenue;
- 4) 309 SE Bingham Drive; and
- 5) 208 SE Brentwood Drive (200 Block of SE Brentwood).

ENGINEER will provide stormwater evaluations and professional engineering design services for these five locations as described in this scope of work.

B. General Description of Activities. The Basic Scope of Work to be performed by ENGINEER consists of project management, property owner meetings, field data collection services, hydrologic and hydraulic stormwater evaluations, design phase services, and bidding phase services.

C. Project Objectives. ENGINEER will provide services necessary to achieve the following project objectives:

1. Evaluate all five sites to determine stormwater improvement alternatives.
2. For the approved alternative provide design phase services and final construction documents.
3. Field data collection services including topographic survey for design.
4. Provide bidding phase services for completed designs.

D. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 – Project Management, Administration, & Meetings
2. Task Series 200 – Site Evaluation and Field Services
3. Task Series 300 – Design Alternatives and Concept Design
4. Task Series 400 – Preliminary and Final Design

5. Task Series 500 – Bidding Phase Services

## II. SCOPE OF WORK

The following Task Series describe the Scope of Work to be provided by ENGINEER for this Project.

### **TASK SERIES 100 - PROJECT MANAGEMENT, ADMINISTRATION, & MEETINGS**

The purpose of this task will be to manage, direct and oversee each element of the scope of work identified herein and subcontractors employed by the ENGINEER in completion of the Work. The following management activities will be provided by ENGINEER.

#### **Task 101 Project Management & Administration Services**

Provide project management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with CITY staff; supervision and coordination of services; assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report which will accompany the monthly invoice submittal. The monthly progress status reports will document work progress, the percentage of completed work, schedule status, and budget status.

Prepare a scope, budget, schedule, and agreement for ENGINEER's subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work, including deliverables, subcontractor invoicing, and schedule maintenance. and potential project scope variances with corrective action.

#### **Task 102 Project Meetings & Coordination**

ENGINEER will schedule a project kickoff meeting and regular progress meetings as necessary to communicate project progress, review design alternatives, and plan upcoming activities. Up to 6 meetings including the kickoff meeting are included for this Project. For each meeting ENGINEER will provide a meeting agenda, meeting materials, and meeting minutes. All meetings will be at City Hall in Lee's Summit, Missouri.

**Deliverables:** Meeting Materials and Meeting Minutes

### **TASK SERIES 200 - SITE EVALUATION & FIELD INVESTIGATION**

#### **Task 201 Site Evaluation**

For all five sites, ENGINEER will complete a site evaluation which will include the following:

1. A site visit of each site will be conducted to characterize the existing conditions. ENGINEER will coordinate with CITY on notifications to the property owners prior to doing the site visit and/or before interviewing property owners. CITY will be responsible for initial contact with property owner. ENGINEER will gather additional information regarding the general site conditions, site constraints, opportunities for collaboration with property owners, and flooding concerns.

2. Document existing site features, including but not limited to existing drainage paths, stormwater inlet locations, erosion concerns, potential utility conflicts and other site information that may influence the concept design.
3. Gather and review available GIS data provided by the CITY. GIS shapefiles for topography, property ownership, aerial photography, sewer system characterization, waterlines, impervious surfaces, zoning, and other site relevant data will be provided. Available information provided by the CITY will be recorded in a data log
4. Assess each site for potential improvement alternative that can be implemented into the existing site conditions. The available area and the capacity of each site to capture, control, and convey stormwater runoff will be determined.
5. Interview property owners to determine the exact flooding issues and discuss potential solutions for the site. ENGINEER will document site visit and provide a summary of the property owners interviews.

**Deliverables:** Field Visit Reports, Property Owner Interview Summary, & Data Log

### **Task 202 Topographic & Utility Survey**

ENGINEER shall provide the following field survey services for Sites 1, 2, 3, and 5. The extent of the field survey by site is shown in Figures 1, 2, 3, and 5.

1. Provide the services of a Professional Surveyor to perform the following:
  - a. Set project horizontal and vertical controls.
  - b. Locate existing street right-of-way and critical property corners along the possible new stormwater improvement alignments.
  - c. Locate surface and subsurface information along possible new stormwater improvement alignments, including but not limited to, utilities, trees, poles, signs, and structures such as curbs, sidewalks, pavement, retaining walls, and greenway. ENGINEER shall review the data that is provided by the surveyor using information collected during the site evaluation.
  - d. Provide subsurface utility information along the possible new stormwater improvements alignments, including inverts and diameters of storm and sanitary sewers necessary for determining the depth of utilities and evaluating potential conflicts along the possible new stormwater improvements. Utility locates shall include service lines and related appurtenances. Provide pothole of existing utility services using vacuum excavate process; up to five (5) potholes within the project extents. Survey all utilities found within pothole excavation.
  - e. Locate lowest opening into habitable building and survey the sill elevation for up to twenty-five (25) buildings within the project extents.
  - f. For documented high water marks or observed high water marks for each site survey the high water mark.
2. All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum.

Figure 1: Site 1 Survey Extents

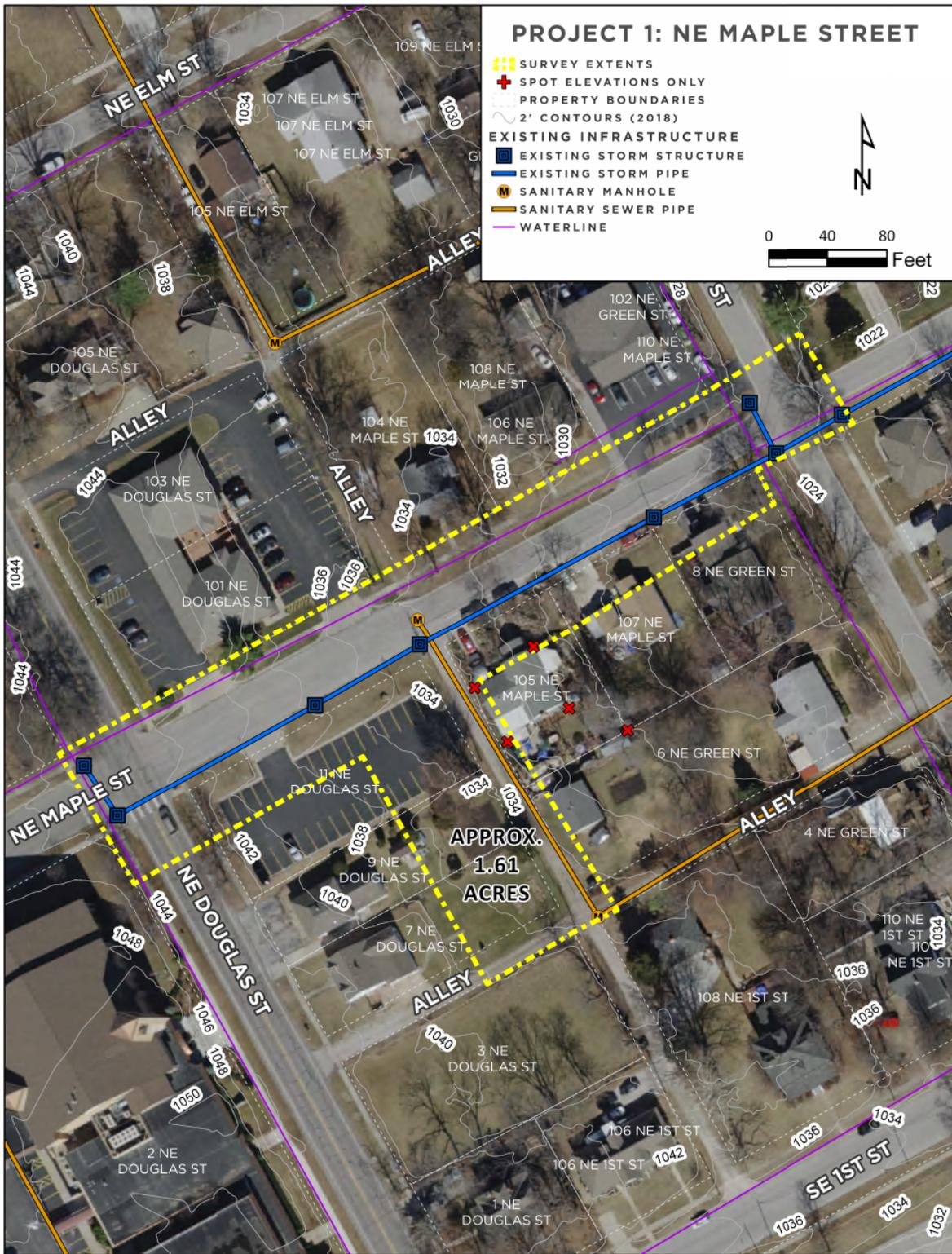


Figure 2: Site 2 Survey Extents

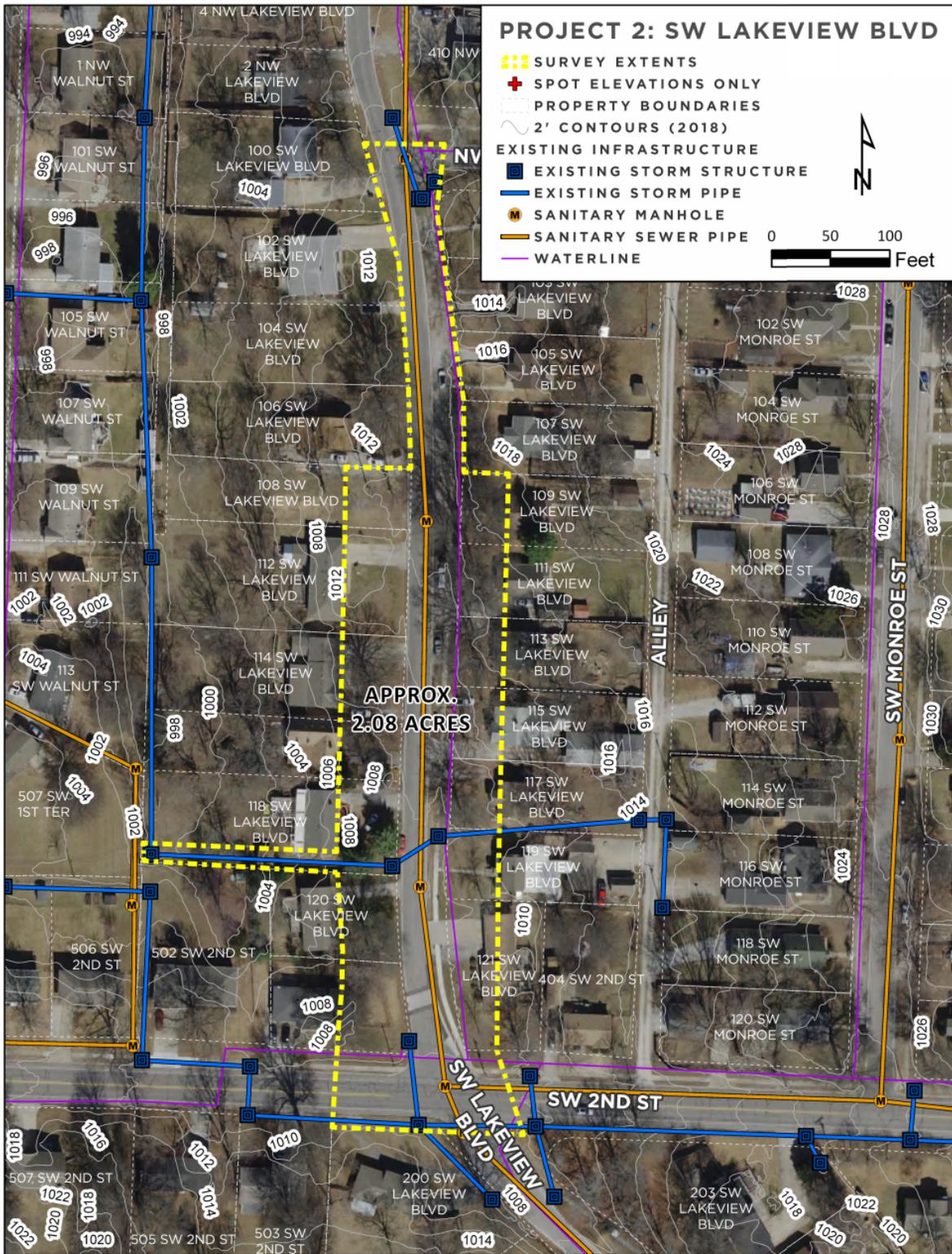


Figure 3: Site 3 Survey Extents

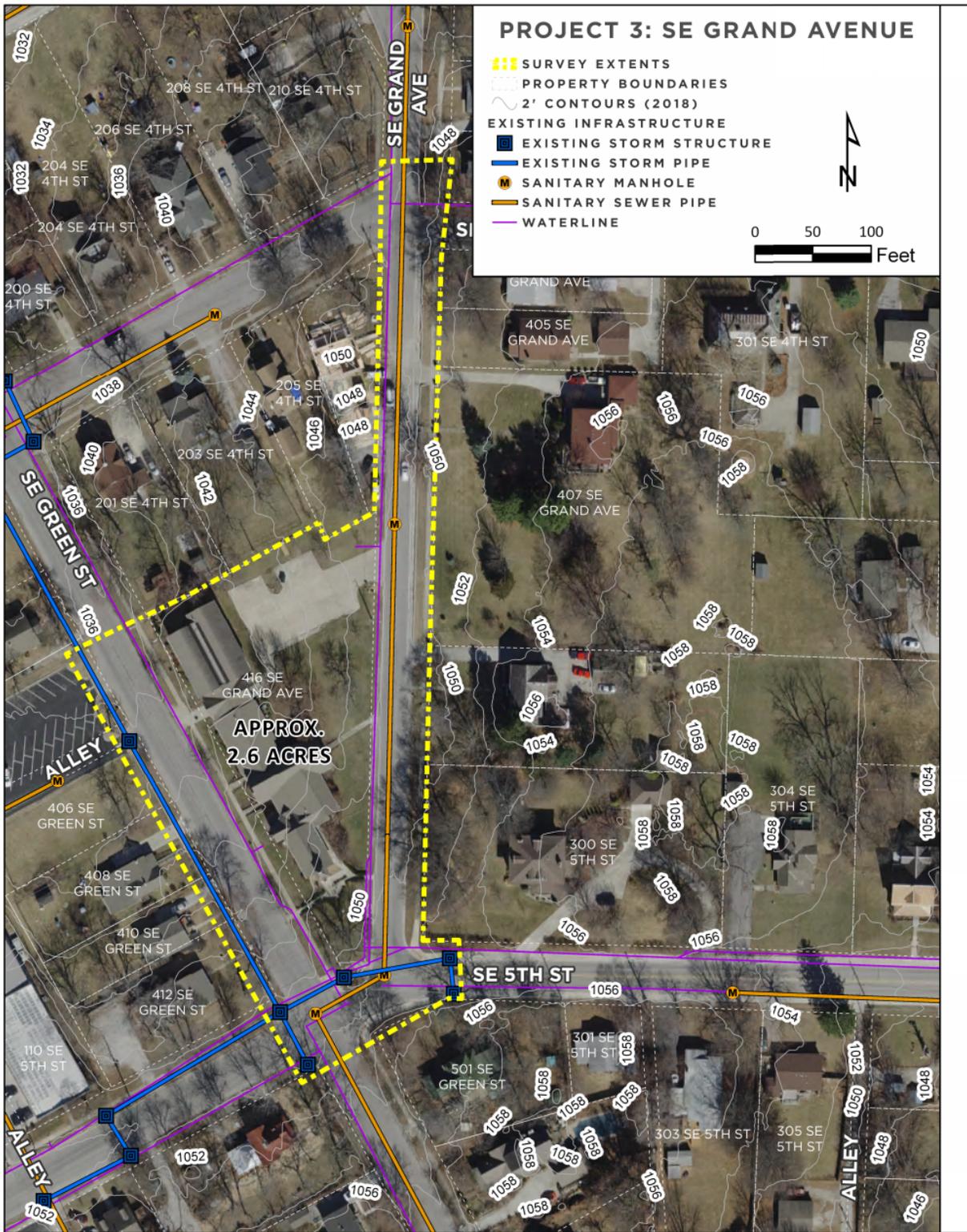
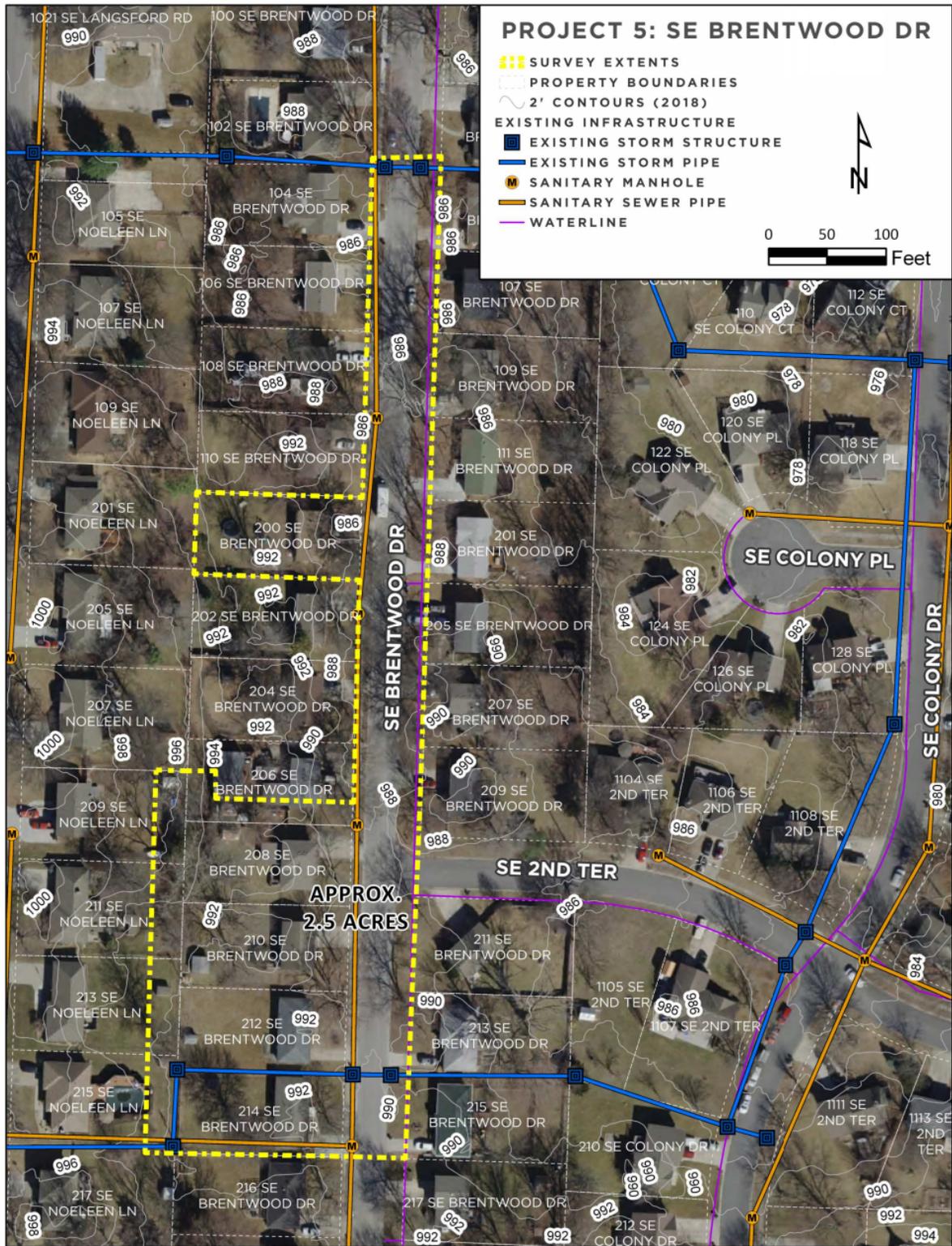


Figure 4: Site 5 Property Survey





## **TASK SERIES 300 - CONCEPT DESIGN & IMPROVEMENT RECOMMENDATION**

### **Task 301 Concept Site Analyses**

ENGINEER shall develop a concept level design to implement stormwater improvements at all five sites. The concept design evaluation shall include the following for each site:

1. Screen applicable stormwater improvement technologies that may be feasibly implemented on each site.
2. Prepare the necessary exhibits, including conceptual level layouts and exhibits to clearly describe the proposed stormwater improvement to achieve proposed level of service at each site.
3. For each site, evaluate the existing storm sewer system. Based on available mapping, preliminary field observations and best professional judgment, determine drainage characteristics, drainage area to each site, and potential additional runoff to be captured. Prepare hydrologic and hydraulic calculations to demonstrate capture runoff from a range of design storms including the 2-yr, 5-yr, 10-yr, 25-yr, 50-yr, and 100-yr design rainfall events. Modeling techniques will not be used to determine the storm runoff volume and depths. Atlas 14 rainfall data with Huff rainfall distributions will be used to analyze runoff volumes and rates.
4. Identify potential utility relocate or rehabilitation needs to accommodate proposed stormwater improvements. CITY shall provide CCTV inspection results and recommendations for sanitary sewer lines in the vicinity of the proposed improvements. CITY shall coordinate with internal water utilities that are identified within the proposed stormwater improvement extents.
5. Prepare a Class 4 opinion of probable construction cost for the required improvements consistent with AACE standards. ENGINEER will base estimates on typical unit costs for similar stormwater improvements from recent projects performed within the area. Unit costs will be developed from recent bid tabulations where available and will incorporate knowledge of current construction cost trends. Preliminary unit cost estimates will be provided to the CITY for review and comment prior to finalizing the conceptual cost estimate.

### **Task 302 Stormwater Improvement Recommendations**

ENGINEER will provide a stormwater improvement recommendation for each site. The recommendation will be based on the data collected, interviews with property owners, coordination with City Staff, and the results of the concept site analysis. The recommended improvements will be presented the CITY. The improvement recommendations approved by the CITY will be carried forward to preliminary and final design.

**Deliverables:** Stormwater Improvement Recommendation technical memorandum.

## **TASK SERIES 400 - PRELIMINARY AND FINAL DESIGN (SITES 1, 2, 3, & 5)**

ENGINEER shall prepare preliminary and final design plans for the selected stormwater improvements at Sites 1, 2, 3, and 5. A contract amendment or a separate contract will be required to complete design documents for Site 4.

### **Task 401 60% Design**

ENGINEER will refine the hydrologic and hydraulic calculations for the selected improvements based on the concept design. The CITY will provide approval of the final stormwater runoff rates and volumes for the design.

ENGINEER shall prepare 60% design plans for Project Sites 1, 2, 3, and 5. The 60% complete design drawings for review will include general sheets, grading, pipe plan and profile, and standard details for each site. Plans will also include detailed information with respect to storm sewer improvement plans, connections to existing mains, roadway and sidewalk replacement, erosion and sediment control, and stormwater management plans. ENGINEER shall perform an internal quality control review of design documents and calculations; and incorporate quality control review comments prior to submittal.

ENGINEER shall prepare recommended project sequencing/phasing to maintain access to homes, businesses, streets, and to include traffic control and detour plans, where appropriate. ENGINEER will evaluate the sequence of construction, the necessity of coordination with other applicable projects, and examine issues of phasing and constructability in consultation with CITY. ENGINEER will develop phased construction descriptions and schematics as required for inclusion in the Construction Contract Documents.

1. CITY will provide a copy of its front-end contract documents and standard technical specifications for review. ENGINEER shall develop a specifications list for the Project and provide review comments for consideration by the CITY. The CITY's technical specifications shall be supplemented with technical specifications developed by ENGINEER, where appropriate.
2. ENGINEER will prepare an opinion of probable construction cost based on the 60% design plans and technical specifications developed. The 60% cost opinion level of accuracy presented by ENGINEER will be Class 2 or Control or Bid/Tender cost opinion in accordance with AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 2 estimate is commensurate with development of the design concept to a 30- to 70-percent level; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent.

**Deliverables:** ENGINEER shall submit the following for CITY review:

- Two (2) half-size and one (1) full-size printed and bound sets of 60% design plan sheets
- Two (2) printed copies of 60% technical specifications list, including supplemental specification sections to be developed by ENGINEER
- Two (2) printed copies of the 60% Opinion of Probable Construction Cost
- A single electronic file in PDF of all documents.

## **Task 402 90% Design**

The 90% design submittal is meant to provide the CITY an opportunity to review the construction drawings prior to the 100% completion and before advancement to 100% design. ENGINEER shall continue to advance drawings during the 90% review period.

1. 90% Design Plan Sheets. Address review comments received from the CITY related to 60% submittal and incorporate them into the design documents. Prepare and submit drawings to the CITY for review and comment at the 90% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
2. 90% Technical Specifications. The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the ENGINEER. The supplemental technical specifications shall be provided by the ENGINEER. The CITY will be responsible for the preparation of all other CITY standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the ENGINEER for review. ENGINEER will provide review comments for CITY's incorporation as appropriate into the front-end documents and the technical specifications.
3. Improvement Renderings. Prepare graphic renderings of the proposed improvements. Provide one (1) plan view and up to two (2) perspective views for each project site.
4. 90% Opinion of Probable Construction Cost. Prepare an updated opinion of probable construction cost based on the 90% design plans and technical specifications developed, and any review comments received from the CITY related to ENGINEER's 60% opinion of probable construction cost submitted. The 90% cost opinion level of accuracy presented by ENGINEER will be Class 1 or Check Estimate or Bid/Tender cost opinion in accordance with AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 1 estimate is commensurate with development of the design concept to a 50- to 100-percent level; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.

**Deliverables:** ENGINEER shall submit the following for CITY review:

- Summary of 60% submittal CITY review comments and actions taken to address comments
- Two (2) half-size and one (1) full-size printed and bound sets of 90% design plan sheets
- Two (2) printed copies of 90% technical specifications sections developed by ENGINEER
- Two (2) printed copies of the 90% Opinion of Probable Construction Cost
- A single electronic file in PDF of all documents.

### **Task 403 100% Final Design & Construction Documents**

The purpose of the 100% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to submitting for bidding the project for construction.

1. 100% Design Plan Sheets. Address review comments received from the CITY related to 90% submittal and incorporate them into the design documents. Prepare and submit drawings to the CITY for review and comment at the 100% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
2. 100% Technical Specifications. The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the ENGINEER. The supplemental technical specifications shall be provided by the ENGINEER. The CITY will be responsible for the preparation of all other CITY standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the ENGINEER for review. ENGINEER will provide review comments for CITY's incorporation as appropriate into the front-end documents and the technical specifications.
3. 100% Opinion of Probable Construction Cost. Prepare an updated opinion of probable construction cost based on the 100% design plans and technical specifications developed, and any review comments received from the CITY related to ENGINEER's 90% opinion of probable construction cost submitted. The 100% cost opinion level of accuracy presented by ENGINEER will be Class 1 or Check Estimate or Bid/Tender cost opinion in accordance with AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 1 estimate is commensurate with development of the design concept to a 50- to 100-percent level; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.

**Deliverables.** ENGINEER shall submit the following for CITY review:

- One (1) full-size set and two (2) half-size printed and bound sets of 100% plans, sealed and signed.
- Three (3) printed copies of 100% technical specifications developed by the ENGINEER.
- Three (3) printed copies of the 100% Opinion of Probable Costs.
- PDF files of plans, supplemental specifications, and 100% Opinion of Probable Costs.

### **Task 404 Easement Exhibits**

Determine the locations and limits for permanent and temporary construction easements for sites 1, 2, 3, and 5, and review with CITY staff. CITY shall obtain "ownership and encumbrance" reports for each parcel of property where easements or acquisition is required immediately following the 60% and 100% design submittal. Prepare easement exhibits and legal descriptions for CITY's use in appraising the land and acquiring the required permanent and temporary easements upon notice to proceed from the CITY. Each easement will consist of a legal description

and an 8.5-inch by 11-inch (or 11-inch by 17-inch for larger parcels) drawing exhibit with the parcel identification and easement requirements including the affected land area size of the lot and the easements listed in square feet. Easement exhibits will be furnished in AutoCAD format and legal descriptions will be furnished in written and electronic format. Easement descriptions signed and sealed by a registered land surveyor will be prepared in accordance with Missouri requirements. Should additional easement exhibits and legal descriptions be required, the additional work will be performed as Optional Services approved by the CITY.

Prepare Easement Exhibits and Legal Descriptions: Prepare easement exhibits and descriptions. This task is based on preparing easements exhibits and legal descriptions for the following:

1. A maximum of eighteen (18) temporary easements
2. A maximum of eight (8) permanent easements

### **TASK SERIES 500 - BIDDING PHASE SERVICES (SITES 1, 2, 3, & 5)**

ENGINEER shall provide bidding phase services for the final design at Sites 1, 2, 3, and 5.

#### **Task 501 Bid Phase Services**

ENGINEER will provide sealed contract documents including all necessary drawings and supplemental technical specifications to be provided to CITY for prospective bidders. ENGINEER will provide meeting agenda, materials, and minutes for a pre-bid conference to be held at City Hall in Lee's Summit, Missouri. ENGINEER will answer written questions from prospective bidders, and maintain record of telephone requests and questions that may be used in preparing addenda to the Contract Documents. ENGINEER will prepare and provide addenda to the CITY for distribution, as appropriate, to interpret, clarify or expand the Contract Documents, as necessary.

Construction phase services are not included in this scope of work. Any construction phase services added to the project will be addressed through an amendment to this scope of work.

## **II. CITY'S RESPONSIBILITIES**

CITY will furnish, as required by Basic Services and not at the expense of the ENGINEER, the following items:

- A. Provide available information pertinent to the PROJECT including GIS layers, previous reports, as-built drawings, survey, O&M records and any other data relative thereto.
- B. CITY's Project Manager will coordinate meetings between City staff and the ENGINEER.
- C. CITY will provide review comments on all deliverables within fourteen (14) calendar days for incorporation into the design documents, unless otherwise agreed upon between the ENGINEER and the CITY.
- D. Provide property owner notification and assist ENGINEER in contacting property owners
- E. Provide City front-end templates for the final construction documents.

(End of Scope of Services)

## Exhibit A

### Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$60.00
Technician*	6	\$74.00
Assistant*	7	\$85.00
	8	\$114.00
	9	\$138.00
Staff*	10	\$158.00
	11	\$172.00
Senior	12	\$190.00
	13	\$211.00
Associate	14	\$222.00
	15	\$228.00
	16	\$233.00
	17	\$237.00

#### NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at Level 17 rate plus 25%.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD), long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
7. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2019, and are subject to revision thereafter.