

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute Amendment No. 1 to the contract with Pars Consulting Engineers, Inc., of Leawood, KS, for the 39th Street between Noland Road and Crysler Avenue Project No. 3036, at an additional cost to the County not to exceed \$67,000.00.

RESOLUTION #17226, March 29, 2010

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, the County did enter into an Agreement dated May 4, 2005, for design engineering services with Pars Consulting Engineers, Inc., Overland Park, KS, for the 39th Street between Noland Road and Crysler Avenue Project No. 3036, as a professional services agreement, at a total cost to the County not to exceed of \$249,911.00; and,

WHEREAS, Pars Consulting Engineers, Inc. business location has changed from Overland Park, KS, to Leawood, KS and this change is reflected in Amendment No. 1; and,

WHEREAS, Amendment No. 1, a copy of which is attached hereto, is necessary to cover changes in the scope of the project, and said Amendment will result in an increase to the contract in an amount not to exceed \$67,000.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Amendment No. 1 to the contract with Pars Consulting Engineers, Inc., of Leawood, KS, for the 39th Street between Noland Road and Crysler Avenue Project No. 3036; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment, on the agreement, and all amendments thereto.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Pamela Gellin
Deputy/Assistant County Counselor

W. M. Sullivan
Acting County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17226 of March 29, 2010, was duly passed on April 5, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

4.6.10
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 400 1541 58070

ACCOUNT TITLE: County Urban Road System Fund
City of Independence
City Projects

NOT TO EXCEED: \$67,000.00

March 25, 2010
Date

D. Scott Thomas
Director of Finance and Purchasing

AMENDMENT NO. 1

To

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

FOR 39th Street between Noland Rd. and Crysler Ave.
Project Number 3036 modify plans based upon right-of-way negotiation

Between

PARS Consulting Engineers, Inc.
14109 Cambridge Leawood, Kansas 66224
Tel 913-432-0107 Fax 913-432-5708

And

JACKSON COUNTY, MISSOURI

This Agreement Amendment is made by and between Jackson County, Missouri and PARS Consulting Engineers, Inc, hereinafter called ENGINEER and the County of Jackson, Missouri, hereinafter called County, this _____ day of _____ 2010.

Whereas, it is the mutual desire of the parties hereto to amend the AGREEMENT for PROFESSIONAL ENGINEERING SERVICES, for 39th Street between Noland Rd. and Crysler Av. entered into on the May 4, 2005 hereinafter called the Existing Agreement.

Therefore, it is hereby agreed that the Existing Agreement be amended as follows:

ARTICLE I – ADDITIONAL SERVICES:

The following items as described herein and summarized on attached Exhibit A, dated December 11, 2009, are additional services to be provided by the ENGINEER:

ARTICLE II – PERIOD OF SERVICE:

The Period of Service shall be until completed after the date of approval of this Ammendment No. A. All other services and deliverables shall remain as stated in the original Agreement.

ARTICLE III – PAYMENTS TO ENGINEER:

The payment provision shall be revised as described below:

COUNTY will pay a not-to-exceed fee of \$67,000.00, as compensation for Required Additional Services, including expenses, as set forth in the attached ENGINEER's Exhibit A, dated December 11, 2009. All payments to ENGINEER for these Additional Services shall be made in conformance to the payment terms in the original Agreement.

ARTICLE IV – ATTACHMENTS:

Exhibit A - Summary of Engineering Proposal for Additional Work, including cost estimates dated December 11, 2009.

This amendment will be deemed a part of, and be subject to, all terms and conditions of the Existing Agreement. Except as modified above, the Existing Agreement will remain in full force and effect.

IN WITNESS WHEREOF, Jackson County, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Engineer has hereunto set it hand and seal.

Approved by:

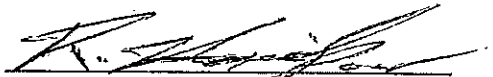
Recommended by:

Micheal D. Sanders
County Executive

Jerry Page, P.E.
Director of Public Works

Approved to form this _____ day of _____, 20_____

County Counselor



Senior Manager - Engineer

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$567,000.00 which is hereby authorized.

Date

Finance Director

FMS CONTRACT NUMBER: _____

Account Code 400 - 1541 - 8070.

December 11, 2009

EXHIBIT A

**Engineering Services Proposal
39th Street and Noland in City of Independence
Jackson County, Missouri**

Upon execution of this amendment and written authorization to proceed by the County, the Engineer agrees to furnish Additional professional engineering and surveying services outlined as follows:

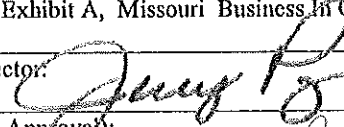



- 1. R/W Concessions (Plan Changes & quantities**
- 2. Railroad Coordination**
- 3. Retaining Wall Design**
- 4. Storm Sewer Re-design**
- 5. Re-design of Vertical Alignment of Side Roads**
- 6. Re-design of curb radius's for intersections**
- 7. Design of Widened C&G for SS sewer manhole**
- 8. Recalculation of Quantities**
- 9. Re-design of Side street Alignments**
- 10. Re-design of Inlets due to R/W concessions**

Total lump sum cost \$67,000.00

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 17226
 Sponsor(s): Bob Spence
 Date: March 29, 2010

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Project #3036 - 39th Street From Noland Rd to Crysler Ave. Improvements</p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$67,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$67,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$416,494.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO City of Independence CURS Fund</td> <td>400-1541-8070</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):NA Prior Year Actual Amount Spent (if applicable):NA</p>	Amount authorized by this legislation this fiscal year:	\$67,000	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$67,000.00	Amount budgeted for this item * (including transfers):	\$416,494.00	Source of funding (name of fund) and account code number; FROM / TO City of Independence CURS Fund	400-1541-8070
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Amount previously authorized this fiscal year:	\$0										
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Amount budgeted for this item * (including transfers):	\$416,494.00										
Source of funding (name of fund) and account code number; FROM / TO City of Independence CURS Fund	400-1541-8070										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): R15330, January 3, 2005</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Glen Dvorak, Project Manager 881-4499</p>										
<p>REQUEST SUMMARY</p>	<p>Jackson County entered into an agreement with the City of Independence to design 39th street from Noland to Crysler Avenue funded from the CURS program. The County then entered into an agreement with PARS Consulting Engineers on May 4th, 2005 to design the project.</p> <p>As the project progressed changes in scope occurred that will require the consultant to do extra work. The additional work includes but is not limited to the following: R/W Concessions (Plan Changes & quantities), Railroad Coordination, Retaining Wall Design, Storm Sewer Re-design, Re-design of Vertical Alignment of Side Roads, Re-design of curb radiuses for intersections, Design of Widened C&G for SS sewer manholes, Recalculation of Quantities, Re-design of Side Street Alignments, and Re-design of Inlets due to R/W concessions.</p> <p>The contract time is also extended to project completion.</p> <p>The City of Independence agrees that the extra work is necessary and that the fee to accomplish the work is reasonable.</p> <p>The Public Works Department requests the County Executive be authorized to execute amendment no. 1 and that the the Manager of Finance be authorized to encumber \$67,000.00 to cover the costs.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p>										

	<input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Amendment #1, Exhibit A, Missouri Business in Good Standing, Certificate of Compliance, City's Approval of additional costs	
REVIEW	Department Director:  Jerry A Page, PE	Date: 3/18/10
	Finance (Budget Approval): If applicable 	Date: 3/19/10
	Division Manager: 	Date: 3/19/10
	County Counselor's Office: 	Date: 3/19/10

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
400-1541-58070	Indep. CURS	\$67,000.00

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Memorandum

Phone: (816) 881-4499
Fax: (816) 881-1700

To: Shelley Kneuvean, Jerry Page and Earl Newill
From: Glen Dvorak
Date: Tuesday, March 16, 2010
Subject: 39th Street from Noland Rd. to Chrysler Av. Improvement

The County, under the CURS program, is managing the design of 39th Street Project #3036 for the City of Independence. The City will be letting the bid and managing the construction of the project.

The scope of the original design contract is to be modified under this amendment #1 at the request of the City. We are requesting the contract to be increased by \$67,000.00 to cover the costs of the modifications. The additional work by the design engineer and technician required is as listed below.

R/W Concessions (Plan Changes & quantities)	57 hrs @ \$145 /hr and 96 hours @\$65 /hr
Railroad Coordination	35 hrs @ \$145/hr
Retaining Wall Design	24 hrs @ \$145/hr and 24 hrs @ \$65 /hr
Storm Sewer Re-design	100 hrs @ \$145/hr and 90 hrs @ \$65/hr
Re-design of Vertical Alignment of Side Roads	24 hrs @ \$145/hr and 24 hrs@ \$65/ hr
Re-design of curb radiuses for intersections	20 hr @ \$145/hr and 20 hrs @ \$65/hr
Design of Widened C&G for SS sewer manholes	16 hrs @ \$ 145/hr
Recalculation of Quantities	40 hrs @ \$ 145/hr
Re-design of Side Street Alignments	16 hrs @ \$ 145/hr and 3 hrs @ \$ 65/hr
Re-design of Inlets due to R/W concessions	16 hr @ \$ 145/hr and 3 hrs @ \$ 65 /hr

The City conducted the right of way negotiations and approved the modifications. The request has been reviewed by both County and City staff and is reasonable for the work that is to be done.

Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

- Search
- By Business Name
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- Renew Online
- File LLC Registration
- File Online
- Online Orders
- Register for Online
- Orders
- Order Good Standing
- Order Certified Documents

Search Type: Starting With Search Criteria: PARS
 Consulting Engineers Inc.
 Search Date: 3/16/2010 Search Time: 14:11

Click on the Business Entity Name or Charter Number to view more information.

Business Entity Name	Charter Number	Type	Status	Entity Creation Date
PARS CONSULTING ENGINEERS, INC.	F01043404	General	Good Business Standing	3/16/2010

Records Returned 1 to 1

Certificate of Compliance

ISSUED TO
Pars Consulting Engineers, Inc.
JACKSON COUNTY, MO

Whose Affirmative Action Program has been found to be in compliance with Chapter 6,
Jackson County Code which prohibits discriminatory practices and promotes equal
employment opportunity by companies doing business in Jackson County.

This certificate is effective for a two (2) month period following its date of execution.

Executed this 12th day of April, 2009

[Signature]

COMPLIANCE REVIEW OFFICER
JACKSON COUNTY, MISSOURI

Glen F. Dvorak

From: Ivan Ubben [IUbben@indepmo.org]
Sent: Monday, March 15, 2010 5:15 PM
To: Glen F. Dvorak
Subject: Fwd: 39th ROW

>>>

From: Ivan Ubben
To: gdvorak@jackson.gov.org
Date: 3/15/2010 5:12 PM
Subject: Fwd: 39th ROW

>>>

From: Ivan Ubben
To: gdvorak@jackson.gov.org
CC: Powell, John
Date: 3/15/2010 5:03 PM
Subject: Fwd: 39th ROW

Glen, I have reviewed the estimate for additional services. The items of work with hours and associated cost are reasonable to me.

>>>

From: "Glen F. Dvorak" <GDvorak@jacksongov.org>
To: Ivan Ubben <IUbben@indepmo.org>
Date: 3/15/2010 4:09 PM
Subject: 39th ROW

Ivan
Ortner sent the ROW clearance on to Jeff City on Friday
See attached

*Glen Dvorak
Jackson County Public Works
Project Manager
(O)816-881-4499
(C)816-769-4184*

**AGREEMENT FOR PROFESSIONAL ENGINEERING
CONSTRUCTION INSPECTION SERVICES**

THIS AGREEMENT, made and entered into this 4 day of May, 2005
by and between the County of Jackson, Missouri hereinafter referred to as "County" and
PARS Consulting Engineers, Inc, 6750 West 75th Street Suite 2A, Overland Park, Kansas
66204, (913) 432-0107, hereinafter referred to as "Engineer."

WITNESSETH:

Design

WHEREAS, County requires the services of Engineer in connection with the following
~~Construction Inspection Project:~~ 39th Street from Noland Road to Chrysler Avenue,
City of Independence; and,

WHEREAS, County desires to enter into an Agreement with Engineer to perform
Construction Inspection services as aforementioned; 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 SERVICE TO BE PROVIDED BY THE ENGINEER:

Engineer, upon receipt of written notice from the County that this Agreement has been
approved, will furnish the necessary engineering and related services as stipulated in the
attached proposal from the Engineer in Exhibit A, attached, page 1 through page 4.

ARTICLE II - ADDITIONAL SERVICES:

The County reserves the right to request additional work, based on changed or unforeseen
conditions which require changes and work beyond the scope of this Agreement. In this
event, an Addendum to this Agreement shall be executed prior to performing the
additional changed work or incurring any additional cost therefor. Any change in
compensation will be covered in the Addendum.

The County and the Engineer acknowledge that the scope of work described in
ARTICLE I above was developed based on the following:

- A. The proposed roadway is to begin at the intersection of Noland Road to
Intersection of Chrysler Ave. The proposed cross-section is anticipated to be
60 feet back of curb to back of curb with possible addition of turn lanes at key
intersections. The final design of the proposed cross-section will be provided
by the County.

- B. Review and approval of each Engineer's submittal by the City and County shall constitute acceptance of the design issues used to develop the proposed plan to that stage. In addition, approval of each submittal stage will constitute authorization to proceed with additional design based on approved issues. Changes requested by the City or County to approved issues will constitute additional services to be negotiated between all parties.
- C. The City and County will acquire all necessary access permits from property owners as necessary for Engineer or their sub consultants to perform geotechnical, inspection, and land surveying services associated with this project.
- D. All submittal fees associated with this project, including but not limited to, government review fees, fees for performance and County will pay submittal of environmental an archeological studies.
- E. The following list is a partial list of services not included in this agreement.
 - 1. Aerial mapping of the project area.
 - 2. Wetlands mitigation plan.
 - 3. Phase II cultural resources investigations or 1.
 - 4. Environmental impact statement.
 - 5. More than two options for horizontal and vertical road alignment.
 - 6. Tree replacement and/or landscaping plan.
 - 7. Air Pollution and Noise Impact Studies.
 - 8. Full time Resident Project Representative (Construction inspector).
 - 9. More that two-public or community meetings.

Services other than those stipulated in scope of services listed in Article I or in conflict with the assumptions listed above shall constitute additional services not covered under this Agreement. The County shall retain the right to request additional services, based on changed or unforeseen conditions. In this event, an Addendum to this Agreement shall be executed prior to performing the additional change in work or incurring any additional cost thereof. Any change in compensation will be covered in the Addendum.

ARTICLE III – SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY:

The County agrees to furnish information and have work done without cost to the Engineer as follows:

- 1. Make available to the Engineer existing records, maps, plans, and other data possessed by County when such are necessary, advisable or helpful to the Engineer in the completion of his work under this Agreement. The County shall furnish a copy of property ownership information from County tax records.
- 2. Provide all necessary title work, deeds, plats, etc. as required for the completion of the project and the preparation of the right-of-way and easement plans and descriptions.
- 3. Provide Standard County forms and/or standard plans as required.
- 4. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items. Pay for all permits and licenses that may be

- required by local, state or federal authorities. Secure the necessary land, easements and right-of-way required for the project.
5. Designate a representative who will serve as their primary point of contact and who will be authorized to act for and on behalf of the County throughout completion of the services covered by this Agreement.

ARTICLE IV - PERIOD OF SERVICE:

The Engineer will commence work within two (2) weeks after receiving Notice to Proceed from the County. This Agreement shall be effective upon execution and continue through completion of term below, unless terminated sooner.

Data Acquisition and Pre-Design Services: Data acquisition, Surveying and other Pre-Design Services are to be completed within 120 calendar days after receipt of Notice to Proceed.

Preliminary Construction Plan Preparation: Preliminary Construction Plan Preparation to be complete within 240 calendar days after receipt of Notice to Proceed.

The construction-inspection phase of the work will be completed in accordance with the following schedule:

Right-of-Way Plan Preparation: Right-of-Way Plan Preparation to be completed with 120 calendar days after review and approval by the County of the Preliminary Construction Plans.

Final Plans and Construction Documents: Final Plans and Construction Document to be completed with 120 calendar days after review and approval by the County of the Preliminary Construction Plans.

Bid Phase Services: Bid Phase Services will be conducted concurrently with a bid schedule as established by the County. This bid schedule is assumed to be no more than 60 calendar days.

Construction Phase Services: The construction duration is assumed to be 18 months. Observation for construction activities required beyond this assumed duration or in excess of the average two visits per month will be considered additional services.

The County will grant time extensions for unavoidable delays beyond the control of the Engineer. The Engineer, stating fully the reasons for the request, should make requests for extensions of time in writing.

ARTICLE V - PROGRESS SCHEDULE:

The contracting parties agree that time is of the essence. Each month the Engineer shall submit a Progress Report to the County. The Progress Report will be in the form of

either a bar graph or a Critical Path Method (CPM) Schedule. It shall include scheduled periods for each of the elements into which the Engineer's work is divided. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown.

ARTICLE VI - COVENANT AGAINST CONTINGENT FEES:

The Engineer warrants that it 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 he has not paid or agreed to pay any company or person, other than a 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 County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement the price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee plus reasonable attorney's fees.

ARTICLE VII - SUBLETTING ASSIGNMENT:

No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the County. The subletting of the work shall in no way relieve the Engineer of its primary responsibility for the quality and performance of the work.

ARTICLE VIII - STANDARD OF CARE

Consultant warrants that it shall perform the services in accordance with the standards of care and diligence normally practiced by recognized Consulting firms in performing services of a similar nature. If, during the two year period following the earlier of completion or termination of the Services under the applicable Request for Service it is shown there is an error in the Services caused solely by the Consultant's failure to meet such standards, and County has promptly notified Consultant of any such error within that period, Consultant shall perform, at Consultant's cost, such corrective Consulting services as may be necessary to remedy such error.

ARTICLE IX - MISCELLANEOUS PROVISIONS:

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

1. Inspection of Documents.

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the County shall have access to the records for inspection, during regular working hours at the Engineer's place of business.

2. Conferences, Visits to Site, Inspection of Work.
A representative of the County shall have the privilege of inspecting and reviewing the work being done by the Engineer and consulting with its staff at any time. Conferences are to be held at the request of the County or the Engineer.
3. Accuracy of Work. The Engineer shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Engineer without additional compensation. Acceptance of the work by the County will not relieve the Engineer of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Engineer shall give immediate attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.
4. Relationship with Others. The Engineer shall cooperate fully with engineers on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the County. This shall include attendance at meetings, discussions and hearings, as may be requested by the County; furnishing plans and other data as may be requested from time to time by the County; and compliance with all directives issued by the County.
5. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall be delivered to and become the property of the County upon termination or completion of work. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. All such information produced under this Agreement shall be available for use by the County without restriction or limitation on its use. If the County incorporates any portion of the work into a project other than that for which it was performed, the County shall save the Engineer harmless from any claims and liabilities resulting from such use.
6. Termination. Engineer or the County may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Engineer may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other County materials must be delivered and returned by the Engineer to the County within 15 calendar days of the demand of the County.

If the Agreement is terminated due to the Engineer's service being unsatisfactory in the judgment of the County, or if the Engineer fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County. The Engineer will be responsible for any excess cost in addition to that provided for in this agreement or any damages the County may sustain by reason of the termination of this Agreement due to unsatisfactory performance or prosecution.

7. Successors and Assigns. The County and the Engineer each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.
 8. Responsibility for Claims and Liability. The Engineer shall be responsible for any and all damage to property or persons while performing work under this agreement, and shall indemnify and save harmless the County, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence or willful misconduct of the Engineer in the performance of work under this Agreement.
 9. Compliance with Laws. The Engineer shall keep itself fully informed of all existing and current regulations of the County, State, and Federal laws which in any way limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. It shall at all times observe and comply with all ordinance, laws, and regulations, and shall protect and indemnify the County against any claims or liability arising from or based on any violations of the same.
-

The Engineer's attention is directed to Chapter 296, Section 296.010, to Section 296.070, inclusive RSMo 2000, as amended, "Discriminatory Employment Practices," and to Section 644.4, Jackson County Code, 1984, which provides as follows:

644.4 Subcontractors, Agreements with Contractors

The contractor will require that all contracts between it and subcontractors shall contain the following provisions.

a. Not Discriminate

The subcontractor shall not discriminate against any qualified person because of her or his race, color, national origin, religion, age, sex or handicap in recruitment and recruitment advertising, employment, upgrading, promotion, demotion or transfer, lay-off or termination, rates of pay or other forms of compensation, other terms of conditions of employment and selection for training including apprenticeship.

b. Inspection by County Contract Review Officer (CRO)

The subcontractor will permit, on reasonable notice and at reasonable times, the CRO to visit its premises, inspect and copy thereon its business records, survey its work forces and interview its employees, as may be necessary to verify compliance with this chapter and implementation of the affirmative action plan of the Subcontractor. The subcontractor further agrees to furnish such

future information as may be reasonably required of it within ten (10) working day of the date it is requested in writing by the CRO.

10. Nondiscrimination. The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this agreement. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Engineer's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.
11. Independent Contractor. The Engineer shall work as an independent contractor and not as an employee of the County. The Engineer shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Engineer shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.
12. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.
13. Incorporation. This Agreement along with the Engineer's attached proposal and fee breakdown, incorporates the entire understanding and agreement of the parties.
14. Time of Essence. Timely performance of all duties provided herein is the essence of this Agreement.
15. Decisions Under this Agreement. The County will determine the acceptability of work performed under this Agreement, and will decide all questions which may arise concerning the project. The County's decision shall be final and conclusive.

16. Breach of Contract. The prevailing party, in whole or in part, shall be entitled to reimbursement for all costs and reasonable attorneys' fees in any legal action brought against the other party based on a breach of this Agreement.
17. Safety Requirements. Consultant shall make every reasonable effort to perform the Services in a manner complying with all applicable safety legislation and with applicable environmental laws, rules, and regulation in force at the time of development of designs. Consultant shall also be responsible for the safety of its own employees at all times during the performance of any Request for Services.
18. Purchase Orders. In the event the County uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only and any typed provision in conflict with the terms of this Agreement and all-preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

ARTICLE X - INSURANCE AND INDEMNIFICATION:

INSURANCE

ENGINEER'S LIABILITY INSURANCE

Engineer shall purchase and maintain such insurance as will protect itself against loss from its alleged or actual liability to satisfy those claims which are set forth below and which may arise out of or result from Engineer's operations under the Agreement, whether such operations be by itself or by anyone for whose acts it may be liable:

- (A) claims under workers compensation, disability benefits and other similar employee statutes;
- (B) claims for damages for bodily injury, occupational sickness or disease, or death of its employees and any person other than its employees;
- (C) claims for damages for personal injury sustained (1) by any person as a result of an act directly or indirectly related to the employment of such person by the Engineer, or (2) by any other person;
- (D) claims for damages for injury to or destruction of tangible property, including loss of use resulting therefrom; and
- (E) claims for damages for bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle whether it is owned, non-owned, hired or rented.

The insurance required by the proceeding paragraph shall be written for not less than a combined single limit for bodily injury and property damage of \$300,000.00 for any one person in a single accident or occurrence; \$2,000,000.00 for all claims arising out of a single accident or occurrence.

PROFESSIONAL LIABILITY INSURANCE The Engineer shall secure professional liability insurance in the amount of \$ _____, minimum, per claim/annual appropriate.

The Engineer will be required to have the County named as an additional insured on all liability policies of insurance.

CONTRACTUAL LIABILITY INSURANCE

The insurance required by the proceeding paragraph shall include contractual liability insurance applicable to the Engineer's indemnification obligations under other paragraphs of the Agreement.

SUBCONTRACTORS

If Engineer shall subcontract any of this work to a third party, Engineer shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the County. Engineer will cause all such policies of insurance to name the County as additional insured and provide indemnification for the County against liability upon the risks insured thereby to the amount of coverage specified therein for the Engineer.

FILING OF CERTIFICATES OF INSURANCE AND POLICIES WITH THE COUNTY

The Engineer shall file with the County upon request a copy of all policies of insurance required under the Agreement.

Within ten (10) calendar days of the date when requested or before commencement of the work, Engineer shall file with the County's Public Works Director Certificates acceptable to him of the insurance required by the Agreement. These certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least thirty (30) days prior written notice of cancellation has been given to the County's Public Works Department Director. Failure to so file these certificates is a breach hereof.

INDEMNIFICATION:

The Engineer agrees to indemnify, defend and save harmless the County, against all damages to property, structures and utilities together with all claims for damages arising out of personal injury, including accidental death due to the Engineer's negligent or willful acts or the negligent or willful acts of the Engineer's subcontractors, agents or employees, in the performance of work under this Agreement.

ARTICLE XI - PAYMENTS TO THE ENGINEER:

For the engineering services performed by Engineer under this Agreement and as full compensation therefor, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to conformance with all provisions of this Agreement, County will pay Engineer as follows:

1. County will pay a not-to-exceed fee of **\$249,911.00**, as compensation for Engineer's services and expenses as set forth in the Engineer's attached Proposal and Rate Schedule.
2. Upon successful completion of the tasks outlined in the proposal, the Engineer will present a monthly invoice to the County, and said invoice shall be approved by The Director of Public Works who will recommend payment to the Engineer.
3. As an alternate method of payment, the Engineer will be paid a lump sum amount of \$ _____, based on monthly percentages of work completed, as shown in the attached Engineers Proposal for Construction Inspection, as Exhibit _____, dated _____.

~~ARTICLE XII - ENCLOSURES & ATTACHMENTS~~

Engineer's Proposal to Provide Engineering Services and Current Rate Schedule.

IN WITNESS WHEREOF, Jackson County, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Engineer has hereunto set it hand and seal.

Recommended by:

Katheryn J. Shields
Katheryn J. Shields
County Executive

J.D. Stokes
for J.D. Stokes, P.E.
Director of Public Works

Approved to form this 4 day of May,
20 05

[Signature]
County Counselor

By: [Signature]
Engineer

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 249,911.00 which is hereby authorized.

5/2/05
Date

[Signature]
Manager, Division of Finance

400-1541-8070
69537

PROJECT DESIGN SERVICES EXHIBIT A

Engineering Services Proposal 39th Street and Noland in City of Independence Jackson County, Missouri

Upon execution of this Agreement and written authorization to proceed by the County, the Engineer agrees to furnish professional engineering and surveying services outlined as follows:

I. Project Start up, Data Acquisition and Pre-Design Services

- A. Attend pre-design meeting with County personnel to review goals, funding, coordination, special problems, schedule and supply minutes of meetings.
- B. Perform topographic and property surveys including the location of marked underground utilities for the purpose of developing construction plans for street, bridge and storm drainage improvements. The following services are included in this task:
 - 1. Establish horizontal and vertical control, benchmarks and centerlines
 - 2. Research property and section corner information.
 - 3. ~~Acquire plats of adjacent subdivisions and easement documents.~~
 - 4. Request ownership and encumbrance information O&E will be purchase by County.
 - 5. Acquire as-constructed plans where available, road, bridge and street lighting.
 - 6. Acquire utility plans where available.
 - 7. Request utility locates within proposed project limits.
 - 8. Acquire vertical information in field including centerline profiles, storm water inverts and cross-section information where deemed necessary.
 - 9. Acquire field information concerning topographic features including existing paved areas, driveways, trees and shrubs, utilities, structure and all other surface features significant to design.
 - 10. Provide field coordination for geotechnical investigations.
 - 11. Prepare base maps for proposed project limits.
 - 12. Conduct a field check of base maps.
 - 13. Attend design progress meetings (8)
- C. Conduct Review of Existing Engineering Plans.
- D. Submit map of project location to Utility companies for information about their utilities in the project area.

II. Environmental Assessment Approvals

- A. CE Form - Categorical Exclusion Determination
- B. Section 106 – Project Information for MDNR Historic Preservation Program clearance

III. Conceptual Study Report

- A. Prepare a conceptual study report that will cover the following items:
 - 1. Review the design criteria as supplied by the City.

IV. Prepare and Furnish Permits and Certifications

- A. Missouri DNR Land Disturbance Permit.
- B. STP Programming (MoDOT)

V. Preliminary Construction Plan Preparation

- A. Meet with the County/City to review the design criteria for vertical road alignment applicable roadway, typical-section (shall be 3 lane undivided with curb & gutter), storm drainage sizing, and street lighting design.
- B. Prepare preliminary plans to include the following:
 - 1. Title Sheet.
 - 2. Typical Sections sheet.
 - 3. Roadway plan and profile sheets.
 - 4. Storm drainage plan
 - 5. Hydraulic Data.
 - 6. Cross section sheets(Roadway)
 - 7. Cross Section (Driveway)
- C. Prepare a preliminary estimate of probable construction costs for the 3 lane undivided Roadway Project.
- D. Review preliminary design and cost with the County.
- E. Schedule meeting with utility companies to discuss preliminary plans.
- F. Conduct Public Information Meeting. Provide display boards (2 sets of aerial photo, typical section and plan sheets).
- G. Submits three (3) set of full size (22 x 34) and three (3) set of half size (11 x 17) of drawing and electronic files to County, City, & MoDOT for review.

VI. Public Meeting

- A. Schedule public meeting after approval of Preliminary Plans by MoDOT.
- B. Attend public meeting and supply the necessary display boards (Aerial Photo, Typical Section, and Plan and Profile sheets of project).

VII. Right-of-Way Plan Preparation

- A. Upon approval of the preliminary plans and Public Meeting procedures by the County, City and MoDOT, refine preliminary design to incorporate comments where applicable.
- B. Prepare right-of-way plans submittal to include:
 - 1. Title Sheet.
 - 2. Typical roadway cross-sections sheet.
 - 3. Roadway plan and profile sheets.

4. Intersecting Side Streets plan and profile sheets
 5. Storm drainage plan and hydraulic data.
 6. Cross Section Sheet.
 7. Right-of-way sheets that include R/W, Temporary and Permanent Easements.
 8. Driveway Cross Section Sheets
- C. Conduct right-of-way design review with the County and City.
- D. Submit Right of Way Plans to MoDOT for approval. (11" x 17" Set)
- E. Upon approval of right-of-way plans perform the following:
1. Conduct field check of right-of-way plans.
 2. Prepare legal descriptions and individual tract map and follow all federal guidelines for all right-of-way and easements to be acquired in conjunction with proposed construction. Include property owner's name, mailing address and square footage each parcel and the square footage for each type of taking. Negotiations for and acquisition of property is not included in this agreement. Modifications to plans to accommodate right-of-way negotiations will be considered additional services.
 3. Assist in coordination with Utility Companies. Schedule meeting with the Utility companies for submittal of R/W plans Negotiations and agreements pertaining to utility relocations will be the responsibility of the City and County.
-
- ~~F. Submits three (3) set of full size (22 x 34) and three (3) set of half size (11 x 17) of drawing and electronic copy of plans to County and City.~~

VIII. Assemble Final Contract Documents

- A. Prepare final roadway improvements plans to include:
1. Title sheet.
 2. Recapitulation of quantities sheet (2B sheets)
 3. Typical Section sheets.
 4. Roadway plan and profile sheets
 5. Intersecting side streets plan and profile sheets.
 6. Miscellaneous detail sheets.
 7. Storm drainage plan and profile sheets.
 8. Storm drainage detail sheets.
 9. Intersection and curb return detail sheets.
 10. Plans for lighting design, calculation type, installation, circuitry for lighting protection and all other details documentation to construct street lighting
 11. Retaining Wall Details and Layouts sheets
 12. Permanent signing and pavement marking sheets.
 13. Traffic control and construction signing sheets.
 14. Erosion control sheets and details
 15. R/W Sheets
 16. General Layout/Survey Control Points and Bench Marks
 17. Cross section sheets (Roadway & Driveway)
 18. Drainage area maps and data sheets.
- B. Prepare final technical specifications.

- C. Prepare final contract documents and Project Manual in accordance with County, City and MoDOT requirements.
- D. Prepare estimate of probable construction costs.
- E. Submit final plans, specifications, and estimates to County and City for review.
- F. After County and City approval Submit final plans to MoDOT for final approval.
- G. Attending Final Review Meeting (2)

IX. Bid Phase Services

- A. Provide a maximum of Seven (7) sets full size and thirty (30) set of half size of complete contract documents, thirty (30) Project Manual and an electronic copy of all documentation to County.
- B. Address contractor questions, issue bid addenda as necessary, and attend pre-bid meeting.

X Construction Services.

- A. Answer technical question during the construction phase.
- B. The following fee determination has been based on our rate for year 2004 and 2005.

<input type="checkbox"/>	Project Manager	\$75.00
<input type="checkbox"/>	Resident Project Representation	\$65.00
<input type="checkbox"/>	Engineering Technicians.	\$50.00
<input type="checkbox"/>	Mileage per mile	\$0.375

- C. Our fee does not include shop drawing review or construction observation by representatives of Pars Consulting Engineers, Inc.
- D. Attend Pre Construction conference

The County/City will responsible for the following:

- A. Supply all available Subdivision Plats (Existing and Proposed) along 39th Street and side streets.
- B. Supply all tax maps along 39th Street and side streets.
- C. Aerial Photo to be used for Public Meeting
- D. Supply all existing roadway/storm sewer plans along 39th Street and side streets.
- E. All existing plans of City owner utilities.
- F. Provide Traffic counts at various side streets to help in determine storage lanes.
- G. Easement acquisition from Property Owners
- H. Administration of the Construction Contract.
- I. Supply meeting room and notifying residents of public meeting to be held after Preliminary Plans have been approved by MoDOT.
- J. Supply R/W, Temporary and Permanent Easement Forms (Electronic format – Word) to be used by the County/City for acquisition.

**Project Design Fee
Exhibit B**

39th Street & Noland Road
CITY OF INDEPENDENCE, MISSOURI

TASK DESCRIPTION	PRINC.		MAN.		DES.		TECH.		LAND SURV.		CLER.		EXP.		EXTENSION AND TOTAL
	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	
	106.00	90.00	70.00	50.00	65.00	75.00	35.00	1.00							
1. Preparation and / or Obtain form & Environmental Issues															
1.1. Project Management and Coordination.	8	8													\$1,568.00
1.2. Apply for a Categorical Exclusion (CE)		8													\$720.00
1.3. Assess Farmland Impact (Form AD-1006).		6													\$540.00
1.4. Request Clearance for Historic & Archaeological Sites.		6													\$540.00
1.5. Prepare Programming Data & submit to MoDOT		8													\$720.00
1.6. Prepare Railroad Permits and coordination with railroad staff.		8													\$720.00
Noise and Air Quality Studies are Not Anticipated															
	8	44	0	0	0	0	0	0	0	0	0	0	0	0	\$4,808.00
2. Design Survey															
2.1. Project Management and Coordination.	8	32			40										\$6,328.00
2.2. Horizontal & Vertical Control, Benchmarks & Centerlines.					12	80								\$1,000	\$7,780.00
2.3. Vertical Information, Profiles & Cross-Sections.															\$0.00
2.4. Topographic Features.					4	180								\$150	\$13,910.00
2.5. Right-of-Way & Property Corners.					4	60									\$4,760.00
2.6. Utilities Locates.					4	48									\$4,060.00
2.7. Provide Field Coordination for Geotechnical Investigation.					40	48									\$3,600.00
2.8. Prepare Plats of Adjacent Subdivisions and Easement.					4										\$2,260.00
2.9. Request Ownership and Encumbrance Information.(75 @ \$175)					4									\$13,125	\$13,385.00
2.10. Prepare Project Base Maps.			16	64	4										\$3,200.00
2.11. Field Check Base Maps.				4	4	4									\$760.00
	8	32	16	112	80	420	0	0	0	0	0	0	0	\$14,275	\$60,043.00

City will Purchase & Provide O&E

TASK DESCRIPTION	PRINC. MAN. HR.		DES. HR.		TECH. HR.		LAND SURV. HR.		SURV. CREW HR.		CLER. HR.		EXP. AND TOTAL	
	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	

3. CONCEPTUAL DESIGN, TRAFFIC COUNT & TRAFFIC STUDY

- 3.1. Project Management and Coordination.
- 3.2. Analysis Traffic counts for determining turn lanes
- 3.3. Prepare Design Memorandum for City.
- 3.4 Submit to City for Review and Approval.
- 3.5 Design Memorandum Review Meeting with City Staff

8	16													\$2,288.00
		16												\$1,120.00
		8	16											\$1,840.00
		4	4											\$640.00
		4	4											\$640.00
8	32	40	0	0	0	0	0	0	0	0	0	0	0	\$6,528.00

4. PRELIMINARY CONSTRUCTION PLAN PREPARATION

- 4.1. Project Management and Coordination.
- 4.2. Horizontal and Vertical Alignments.
- 4.3. Prepare Preliminary Plans to Include:
 - 4.5.1 Title Sheet
 - 4.5.2 Typical Sections.
 - 4.5.3 General Layout
 - 4.5.4 Plan and Profile Sheets (incl side streets)
 - 4.5.5 Storm Drainage & Hydraulic Data.
 - 4.5.6 Cross Section Sheets (inc. Driveways)
- 4.6. Calculate Preliminary Quantities.
- 4.7. Prepare Preliminary Cost Estimate.
- 4.8. Conduct Preliminary Design Review With City.
- 4.9. Conduct Field Check of Preliminary Plans.
- 4.10. Submit Preliminary Plans to County/City for Review/Approval
- 4.11. Submit Preliminary Plans to Union Pacific RR for Review
- 4.11. Submit Preliminary Plans to Utility Companies
- 4.11. Submit Preliminary Plans to MoDOT for Approval.

16	40													\$5,296.00
	40	80	120											\$15,200.00
				8	8									\$0.00
		4	8	8										\$1,320.00
		2	8	32										\$2,340.00
		2	8	40										\$2,740.00
	38	100	160											\$18,420.00
	8	80	80											\$10,320.00
	40	40	80											\$10,400.00
	20													\$1,800.00
	16													\$1,440.00
	8	8												\$1,280.00
	8	8												\$1,280.00
	8													\$720.00
	8													\$720.00
	8											8		\$1,000.00
	8													\$720.00
16	258	340	520	0	0	0	0	0	0	0	0	8	8	\$74,996.00

TASK DESCRIPTION	PRINC. MAN.		DES. TECH.		LAND SURV.		SURV. CREW		CLER. HR.		EXP.		EXTENSION AND TOTAL	
	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.
5. PUBLIC MEETING														
5.1. Project Management and Coordination.	8	8												\$1,568.00
5.2. Prepare Material and Attend Public Hearing.			8	12	16									\$2,360.00
5.3. Submit Public Hearing Documentation to City.			8							8				\$1,000.00
	8	24	12	12	16	0	0	0	0	8	8	\$0		\$4,928.00
6. RIGHT-OF-WAY PLANS														
6.1. Project Management and Coordination.	8	40												\$4,448.00
6.2. Correct Plans based upon MoDOT review comments			8		24									\$1,920.00
6.3. Prepare R/W Plans for submittal:														\$0.00
6.3.1 Title Sheet		1	2	4	2									\$560.00
6.3.2 Typical Section Sheet			2	2	2									\$370.00
6.3.3 Roadway Plan & Profile sheets			2	2	2									\$270.00
6.3.4 Side Streets Plans & Profile sheets			2	2	2									\$270.00
6.3.5 Storm Drainage Plan & Profile sheets			2	2	2									\$270.00
6.3.6 R/W sheets (includes R/W, Temp. & Perm. Easements)		8	40	80										\$7,520.00
6.3.7 Cross section (Rdwy & Driveway)		4	4	16										\$1,440.00
6.4 Write Legal Descriptions (125)					160									\$10,400.00
6.5 Prepare Exhibits (125)					16									\$800.00
6.6 Submit R/W plans to County/City for Approval		4								4				\$500.00
6.6 Submit R/W Plans to Union Pacific RR for Review		4												\$360.00
6.7 Submit R/W Plans to MoDOT for Approval.		4												\$360.00
														\$0.00
														\$0.00
	8	73	54	142	170	0	0	0	4	4	\$0			\$29,488.00
7. FINAL PLANS, AND CONTRACT DOCUMENTS (P, S & E)														
7.1. Project Management and Coordination.	8	24												\$3,008.00
7.2. Prepare Final plans for the project to Include:														\$0.00
7.2.1 Title Sheet.		2	4	8										\$860.00
7.2.2 Recapitulation of Quantities Sheet (2A & 2B).		4	16	40										\$3,480.00
7.2.3 Typical Sections Sheet			4	2										\$380.00
7.2.4 Plan and Profiles Sheets-39th Street and Side Streets		8	16	40										\$3,840.00
7.2.5 Miscellaneous Roadway Detail Sheets.		8	16	24										\$3,040.00
7.2.6 Storm Drainage Plan and Profile Sheets.		8	12	16										\$2,360.00
7.2.7 Intersection and curb return detail sheets		8	48	48										\$6,480.00
7.2.8 Storm Drainage Detail Sheets.		8	12	8										\$1,960.00
7.2.9 Provide Signing and Pavement Marking Sheets.		8	16	32										\$3,440.00

TASK DESCRIPTION	PRINC. MAN.		DES.		TECH.		LAND SURV.		SURV. CREW		CLER HR.		EXP. EXTENSION AND TOTAL	
	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.	HR.		
7.2.10 Provide Traffic Control and Construction Signing Sheets.	8		16		40									\$3,840.00
7.2.11 Cross Section Sheets.	8		16		40									\$3,840.00
7.2.12 Drainage Area Maps and Data Sheets.	2		8		4									\$940.00
7.2.13 Erosion Control Plans and Details.	2		8		32									\$2,340.00
7.2.14 Retaining Wall Plan Sheets and Details	4		16		40									\$3,480.00
7.2.15 Lighting Plans and Details	16		16		80									\$9,952.00
7.2.16 General Layout/Survey Control and Bench Marks	32					8								\$520.00
7.2.17 Right-of-Way Sheets	8		16											\$1,520.00
7.3. Coordinate and Review Final Technical Specifications.	16		16				24							\$3,400.00
7.4. Coordinate and Review Final Contract Documents.	8		16											\$1,840.00
7.5. Prepare Construction Cost Estimate.	8		16		16									\$2,640.00
7.6 Submit Final Plans, Specifications and Estimate to Union Pacific RR for Approval	4													\$360.00
7.7. Submit Final Plans, Specification and Estimates to County/City for Approval	4													\$360.00
7.8. Submit Final Plans, Specification and Estimates to MoDOT for Approval	4													\$360.00
	40	170	272	486	8	0	24	\$0	\$64,240.00					
8. BID PHASE SERVICES														
8.1. Assist the County in Advertising the Project.														\$0.00
8.2. Address Contractors Questions														\$0.00
8.3. Attend the Bid Opening.		6												\$540.00
8.4. Review the Bids and Make Recommendation.		6		16									\$3,000	\$4,340.00
8.5. Assist in Assembling Contract Documents (Max. 35 Sets)	0	12	0	16	0	0	0	\$3,000	\$4,880.00					
9. CONSTRUCTION PHASE SERVICES														
9.1. Project Management and Coordination.														\$0.00
9.2. Attend Pre-Construction Conference.														\$0.00
9.5. Assist With Field Questions during Construction														\$0.00
	0	0	0	0	0	0	0	\$0	\$0.00					

TOTAL PROPOSED FEE
Construction Phase Services will be based on Hourly rate