

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made and entered into this 29th day of December, 2020 by and between the County of Jackson, Missouri hereinafter referred to as "County" and McClure Engineering, 1700 Swift St., Suite 100, North Kansas City, MO 64116, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, County requires consulting services in connection with the following engagement: Trail Planning and Engineering Services/Rock Island Rail Corridor Greenwood Connector Project, otherwise known as the "Project" and,

WHEREAS, the County desires to enter into an Agreement with the Consultant to perform consulting services as aforementioned; and,

WHEREAS, the Consultant 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 SERVICES TO BE PROVIDED BY THE CONSULTANT:

The Consultant, upon receipt of written notice from the County that this Agreement has been approved, will furnish the necessary services as set out in Attachments A, B, C, and D. The Scope of Services for the project is to be defined as the combined efforts submitted by the Consultant during the RFP/Q process, the specific proposal for the Project, the advertised RFP/Q, and any additional agreed upon project activities or tasks as a result of any project negotiation.

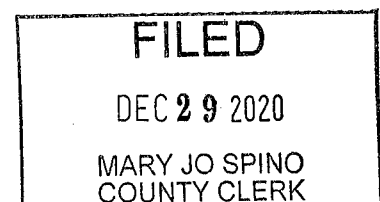
ARTICLE II - ADDITIONAL SERVICES:

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, therefore. Any change in compensation will be covered in the Addendum.

ARTICLE III – PROJECT ASSUMPTIONS:

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

1. The County will acquire all necessary access for the Consultant Team to perform inspections, audits and other services associated with the Project.



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2. All submittal fees associated with the Project, including but not limited to, government review fees, will be paid for by the County or by the Consultant as a reimbursable expense to the Project.
3. All subconsultant fees will be paid to the Consultant in accordance with proposed project scope of services and specifications.
4. Any optional or other additional services on allowance and not part of the contracted basic services will require signatory authorization from the Director of Public Works prior to commencing upon such work.

Services other than those stipulated in the 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 that 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 IV - SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY:

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

1. The County shall make available to the Consultant any existing records, maps, plans, and other data possessed by County when such are necessary, advisable or helpful to the Consultant in the completion of its work under this Agreement. Should requested items not be available, the Consultant must still complete the required Scope of Services as agreed upon.
2. The County shall designate a representative who will serve as its 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.
3. The County shall examine all studies and drafts developed by the Consultant, obtain reviews by other agencies involved and render decisions thereon in a prompt manner so as not to delay the Consultant.
4. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by the County.

ARTICLE V - PERIOD OF SERVICE:

The Consultant will commence work within two (2) weeks after receiving a formal Notice-to-Proceed from the County. The general phases of work will be completed in accordance with the schedule submitted by the Consultant.

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

ARTICLE VI - PROGRESS SCHEDULE:

The Consultant acknowledges the importance of maintaining a project schedule that is suitable to the County. As such, the Consultant will endeavor to comply with the proposed schedule as agreed upon with the County. However, the County recognizes that the Consultant's performance must be governed by sound professional practices. Each month the Consultant shall submit a Progress Report to the County. The Progress Report will be in the form of a Gantt Chart or Critical Path Method (CPM) Schedule and written summary. It shall include scheduled periods for each of the elements into which the Consultant'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. The schedule periods shall also include a time allowance for review and approvals by the County. Accompanying this Progress Report will be a written summary of the work completed and illustrated by the schedule.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it 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 VIII - 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 Consultant of its primary responsibility for the quality and performance of the Work.

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ARTICLE IX - PROFESSIONAL ENDORSEMENT:

Any plans, specifications, and other documents requiring Professional Endorsement shall reflect the name and seal of the Professional Consultant who prepared such plans, specifications and/or documents.

ARTICLE X - STANDARD OF CARE

Consultant shall perform the services in accordance with the standards of care and diligence normally practiced by professional service consulting firms performing services of a similar nature, in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other representation or warranties, whether expressed or implied, with respect to the services rendered hereunder. If, during the one year period following the earlier of completion or termination of the Consultant's Services, 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 the Consultant of any such error within that period, Consultant shall perform, at Consultant's cost, such corrective services as may be necessary to remedy such error.

ARTICLE XI - MISCELLANEOUS PROVISIONS:

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

1. Inspection of Documents.
The Consultant shall maintain all applicable records including but not limited to, 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 Consultant's place of business. County shall have the right to audit and inspect Consultant's records and accounts covering costs hereunder at all reasonable times during the performance of the Services and for a period of three (3) years after the acceptance thereof. Consultant shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or of costs which are expressed in terms of percentages of other costs.
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 Consultant any time. Conferences are to be held at the request of the County or the Consultant.
3. Accuracy of Work. The Consultant shall, as is consistent with the generally accepted standard of professional skill and care, be responsible for the accuracy of its services and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant without additional compensation. Acceptance of the work by the County will not relieve the Consultant of the responsibility for

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subsequent correction of any such errors and the clarification of any ambiguities during construction. The Consultant shall give reasonably prompt 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 Consultant shall cooperate fully with ongoing initiatives related to or in coordination with project scoped items. This could include design, construction or maintenance related programs within the project parameters being performed by County or external forces.
5. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall, provided the Consultant has been fully paid for services rendered, be delivered to and become the property of the County upon termination or completion of work, for use solely in connection with the Project for which they were generated. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. The County recognizes that data, plans, specifications, reports, document or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided to the County are for informational purposes only and are not intended as an end-product. The Consultant makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. If the County incorporates any portion of the work into a project other than that for which it was performed, such use shall be at the County's sole risk and without liability to the Consultant and the County shall defend, indemnify and save the Consultant harmless from any claims and liabilities resulting from such use.
6. Termination. Consultant 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 Consultant 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 Consultant to the County within 15 calendar days of the demand of the County.

If the Agreement is terminated due to the Consultant's service being unsatisfactory in the judgment of the County, or if the Consultant 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.
7. Successors and Assigns. The County and the Consultant 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. Compliance with Laws. The Consultant shall, as is consistent with generally accepted standard of professional skill and care, keep itself informed of applicable existing and

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current regulations of the County, State, and Federal laws which may limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. It shall, as is consistent with generally accepted standard of professional skill and care, observe and comply with applicable ordinances, laws, and regulations. It is understood, however, that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with such regulations and codes.

The Consultant's attention is particularly directed to Chapter 6, Jackson County Code, 1984.

9. Nondiscrimination. The Consultant, 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 sub-consultants. The Consultant will comply with Title VII of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified of the Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.
10. Independent Consultant. The Consultant shall work as an independent consultant and not as an employee of the County. The Consultant 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 Consultant 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.
11. 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.
12. Incorporation. This Agreement, with the identified attachments and along with the Consultant's proposal and fee breakdown, and the County's RFP/Q 40-20 document in its entirety incorporate the complete understanding and agreement of the parties. In the event of a conflict among the terms of any of these documents, the term of the document listed first in the following order shall prevail: a.) This Agreement; b.) Consultant's Proposal; c.) Consultant's Scope of Work; and d.) the County's RFQ 40-20.
13. 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.

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14. Safety Requirements. Consultant shall make reasonable effort to perform the Services in a manner complying with 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 solely for the safety of its own employees at all times during the performance of any Request for Services. Nothing herein shall be construed as establishing any responsibility or obligation on the part of the Consultant for jobsite issues, programs, or precautions of anyone but its own employees for whom it is legally responsible.
15. 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.
16. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of the Consultant and Consultant's officers, directors, employees, agents and consultants to the County and anyone claiming by, through or under the County, for any and all injuries, claims losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the Consultant under this Agreement.
17. Waiver of Consequential Damages. Neither the County nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.
18. Dispute Resolution. Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive the completion or termination of this Agreement, but under no circumstances shall either party call for mediation on any claim or dispute arising out of this agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

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19. Certifications. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee, or warrant the existence of conditions that the Consultant cannot ascertain.

ARTICLE XII - INSURANCE AND INDEMNIFICATION:

Consultant shall procure and maintain in effect throughout duration of the contract insurance coverages not less than the types and amounts specified in this section.

All subconsultants of the Consultant are required to carry the same coverages and limits as the Consultant. All liability policies required, except Professional Liability as indicated below, are to be written on an "occurrence" basis unless a different agreement, in writing, is made with the County.

1. PROFESSIONAL LIABILITY

The Consultant shall secure Professional Liability insurance coverage with limits of \$2,000,000 each claim/\$2,000,000 aggregate. The County understands that it cannot be a named insured on this coverage and that it is available only in a "claims made" form.

2. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insured and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person).

3. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on "an auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operations of motor vehicles in connection with this contract.

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4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Consultant shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensations	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; Consultant must supply the Director with current Certificate(s) (on any coverage's mentioned above) thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Consultant's insurance policies for verification of coverages.

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+V" or better or Lloyd's of London and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the Consultant to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Consultant's failure to maintain the required insurance in effect, the County may order Consultant to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

8. INDEMNIFICATION

The Consultant agrees to indemnify and save harmless the County, against damages to property, structures and utilities together with damages arising out of personal injury, including accidental death, to the extent caused by Consultant's negligent acts or the negligent acts of the Consultant's sub-consultants or employees for whom the Consultant is legally responsible, in the performance of work under this Agreement. In no event, shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

ARTICLE XIII - PAYMENTS TO THE CONSULTANT:

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

- 1. County will pay a Not-To-Exceed fee of **\$39,786.00** as compensation for Consultant's services and expenses as set forth by documentation within this Agreement.
- 2. Payment for services outlined within this contract will be processed and issued to the Consultant based upon the agreed hourly rates defined within Attachment D. The Consultant will present an invoice to the County and said invoice shall be approved by the Director of Parks + Rec. Invoices are to be submitted on a monthly basis.

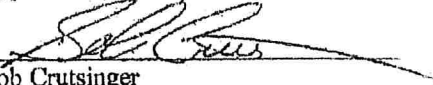
ARTICLE XIV – ENCLOSURES & ATTACHMENTS

- Attachment A – Consultant's Scope of Work
- Attachment B – Excerpt from Consultant's Proposal and RFQ Response
- Attachment C – Fee Proposal dated 11.24.2020, Revised 12.18.20
- Attachment D – Schedule of Hourly Rates

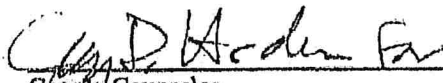
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IN WITNESS WHEREOF, Jackson County, Missouri and the Consultant have caused these presents to be executed in their behalf by their duly authorized agents.

Approved by:


Bob Crutsinger
Director of Finance and Purchasing

Approved to form this 29th day of December, 2020


County Counselor

Attest:


Clerk of the Legislature


Consultant

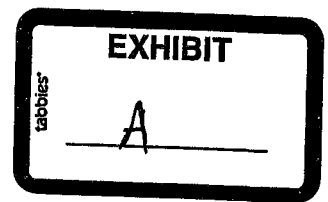
REVENUE CERTIFICATE

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 **\$39,786.00** which is hereby authorized.

12-29-2020 Date 
Director of Finance and Purchasing

003-3601-56030

PC 36012020003 ML12/29/2020



Scope of Work – Trail Planning and Engineering Rock Island/Greenwood Connector Project

Phase One Trail Planning and Engineering shall consist of the following scopes of work, at the direction of Jackson County Parks + Rec.

Survey

- For phase 1 of the project, Consultant will supplement the County survey at Jefferson and Hamblen, layout the horizontal and vertical alignment for the project and provide preliminary cost estimates. Also shall provide the County with a threatened and endangered species summary that County will submit to MoDOT through their RES system.

Preliminary Design

- Consultant will layout the horizontal and vertical alignment of the trail and provide cost estimates. It is anticipated that the existing concrete culverts can be used and that there may need to be some retaining walls at these locations. This information will be used to determine location of any utilities along the corridor and what changes may need to be made based upon unidentified or located utilities.

Environmental Permitting

- Consultant will conduct the environmental base work for the County to submit to MoDOT. For this phase one, consultant shall assume that since the trail will be off the centerline of the corridor and embankment, a field investigation documenting any observed recognized environmental concerns (RECs) along the trail corridor will be conducted and submitted prior to a consultation with DNR's Environmental Remediation Program. Consultant shall determine with DNR whether there could be concerns with the proposed project and document the call including date and time, DNR staff consulted, and what was discussed and determined and provide to the County to upload this and any other documentation to the RER for review by MoDOT.

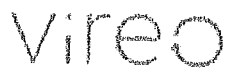
QUALIFICATIONS FOR RFQ NO. 40-20

TRAIL DESIGN + ENGINEERING SERVICES

PARKS + REC DEPARTMENT

JACKSON COUNTY, MISSOURI

SEPTEMBER 22, 2020



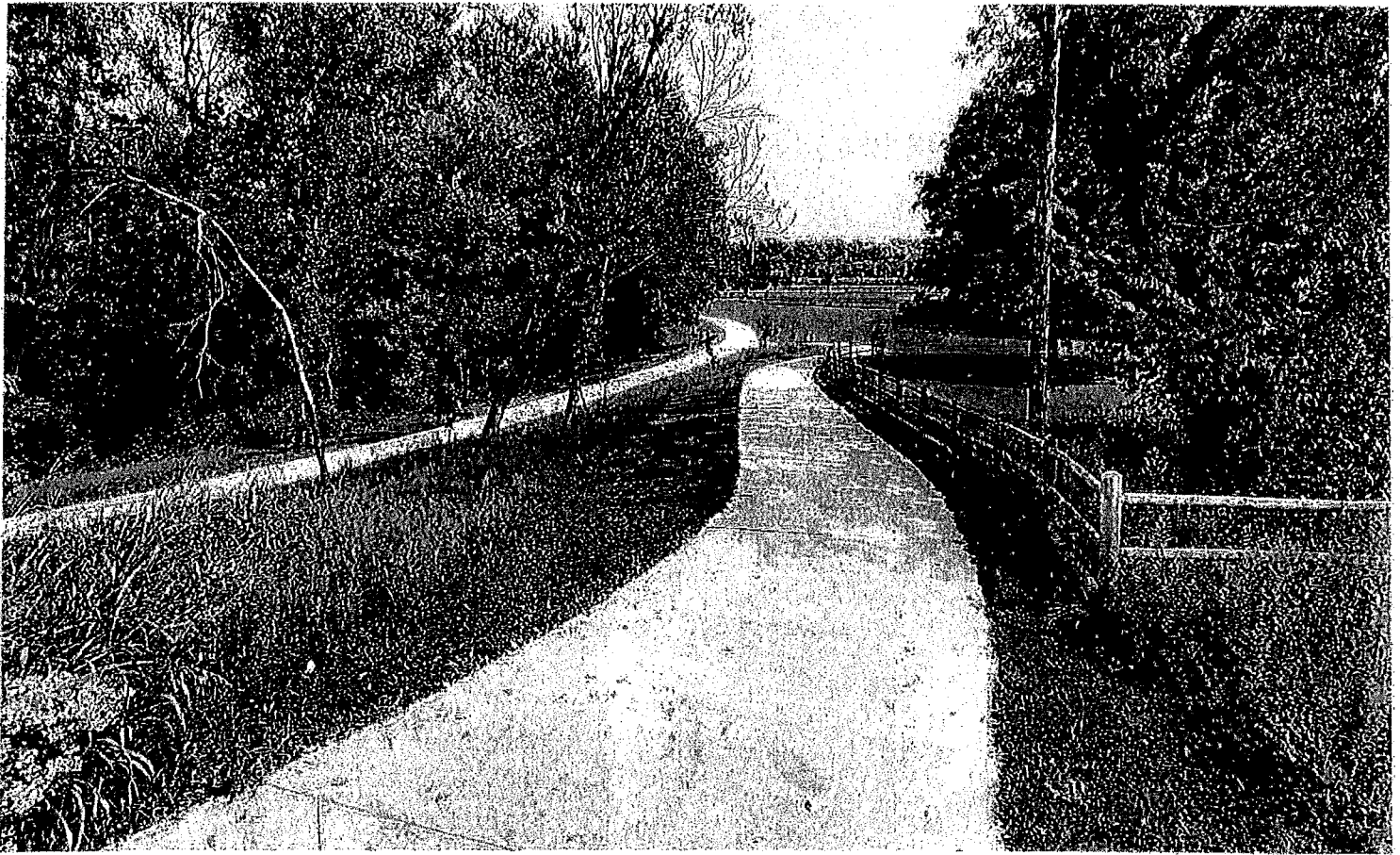


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PROJECT MANAGER + POINT OF CONTACT
WES MINDER, PE

1700 Swift Street, Suite 100, North Kansas City, Missouri 64116
C: 816.587.4039 | O: 816.756.0444
wminder@mecresults.com

1. COVER LETTER

September 22, 2020

MS. BARBARA CASAMENTO
Point of Contact + Purchasing Supervisor
Jackson County
415 East 12th Street
Kansas City, Missouri 64106



RE: REQUEST FOR QUALIFICATIONS | NO. 40-20 | TRAIL DESIGN + ENGINEERING SERVICES FOR THE PARKS + REC DEPARTMENT

Dear Ms. Casamento and Members of the Jackson County Selection Committee:

We have developed the McClure team with the sole focus of completing these two federally funded projects in the quickest time possible to continue the County's great momentum of the Rock Island Corridor development and its connections. In the past decade, our team has been involved in the trail design and implementation of more MetroGreen and federally funded projects than anyone in the Kansas City metropolitan region. We have highlighted some of our favorite trail projects which include sections of the Little Blue Trace Trail that will connect to both projects.

The McClure team offers its firm commitment that we will help the County get this project complete without scope and budget creep. We will draw upon our understanding of how to work within all the federal and state regulatory processes to minimize impacts to project schedule. For the past sixteen years, McClure's Project Manager and Point of Contact Wes Minder, PE has implemented trail projects with Steve Rhoades, PLA of Vireo, who is familiar with this project from his years of planning work on the Rock Island Line and the connection to the Katy Trail.

Prior to McClure, Wes Minder, PE served as Kansas City's Innovation Engineer and secured multiple grants to build phases of the Route 152, Line Creek, Shoal Creek, and Little Blue Trace Trails. Many of these projects involved partnerships with other governments such as Riverside, Gladstone, Platte, and Jackson Counties. Wes worked with County staff to draft the partnership Memorandum of Understanding (MOU) between Kansas City and Jackson County, to help complete the Little Blue Trace Trail from Longview Dam to Lee's Summit Road, which this project implements a section of. McClure's partners at Vireo have designed and constructed many trail systems including sections of the Blue River Trail and the Pleasant Hill Trail. We understand MoDOT's Local Public Agency process and through our relationships at MoDOT, our team understands how to make the LPA review process easier and simpler.

The design of the Little Blue Trace Trail project will be straightforward. The challenging part of the project will be obtaining a no-rise certificate, working with the adjacent property owners who are encroaching on the County's property, and environmental clearances.

OUR TEAM'S APPROACH

Our approach for this project will be modeled on our project's manager experience as the LPA Person in Responsible Charge for the federally funded Segment 8 project of the Little Blue Trace Trail north of Route 350. Previously Plans, Specifications, and Estimates (PSE) were designed and developed by our team's project manager and constructed by Kansas City, Missouri Parks and Recreation on Jackson County Parks and Recreation property leased to Raytown Parks and Recreation. This project highlights our success implementing projects involving multiple public entities for the benefit of all parties.

From our team's past experience on these types of federally funded projects, we have encountered errors in the updated FEMA floodplain modeling across Kansas City and are aware that there are some issues with the remap of the Little Blue watershed and impacts to property owners. We will work with the County to locate the bridge in a location where we can hopefully avoid any bridge approach fill in the floodway. Should the floodway be impacted, and the flood model is determined to require an update, we will evaluate whether the cost and impact to project schedule of the CLOMR/LMOR process is greater than utilizing a longer structure.

For the Segment 8 project, the bridge was designed to span the floodplain in its entirety and avoided the requirement to obtain a floodplain development permit. A no-rise certificate was completed for the project files to verify that the bridge did not alter the floodplain. We know that there are known archaeological sites along this section of the Little Blue River north of Route 350. The McClure team will review available maps prior to making a submittal to the State Historic Preservation Office and if there are known sites within the project area, we would attempt to avoid those sites. If necessary, we will contract with a local archaeologist to provide any required field inspection and documentation to submit to SHPO for Section 106 clearance early in the projects.

This project should be a simple programmatic 4(f) clearance and we will help the County prepare the letters, checklist, and forms to obtain that clearance at the start of the project. We expect that MoDOT will require a letter from Kansas City since the trail and George Road conversion to a trail was completed by Kansas City. Our team will attend a Kansas City Parks Development Review Committee and provide the letter for the current director, Terry Rynard, to sign. We will also conduct a visual inspection for possible threatened and endangered species and prepare documentation to submit to MoDOT for review. The McClure team will seek to avoid any potential bat habitat trees, such as the large ones just north of Noland Road, where the trail is planned to curve underneath the existing bridge.

After our initial environmental screenings and approval of the trail alignment, we will utilize our teaming partner TSi Geotechnical to provide borings for the proposed bridge location. We recommend using the contractor furnished design specification that was developed for the two bridges on the Little Blue Trace Trail extension south of Lee's Summit Road. Contractor furnished design specifications reduce the cost of bridges by allowing multiple prequalified bridge manufacturers to bid on the project. Since the bridge is going to be the largest bid item in the project, getting the best price will keep the project within budget.

While it should not be, due to the estimated easements required the Greenwood Connector project may require completion of a categorical exclusion form before MoDOT approves right of way plans. Since easement acquisition along Hamblen Road cannot be avoided, the McClure team will need to develop preliminary plans and complete environmental paperwork swiftly so that acquisition can begin early in project development. From a review of GIS ownership information, it appears that some parcels are owned by non-resident investors and others are owner-occupied. We will assist the County with initial property owner contacts informing them of the project and learning about their plans for any potential development to make acquisition easier. The team will rely on our experience in securing easements on federally funded projects and personal touchpoints to try and reduce condemnation chances.

Our team does not anticipate any issues with MoDOT facility because the existing 291 bridges were built for rail service, but there may be some maintenance issues with bridge deck drainage and concrete slope protection that need to be adjusted to protect the limestone trail from recurring maintenance issues. We will help the County to discuss having MoDOT maintenance staff complete those issues to reduce project budget impacts. Another item on the Greenwood Connector is the existing double-box culvert on Hamblen and how to cross Big Creek. The existing double-box culvert appears to have six-foot shoulders. Rather than extending the culvert or building a new bridge, we will evaluate the cost of shifting the road to one side and adding concrete barriers rather than the cost of an extension. Since the trail will be adjacent to the road, we could also evaluate using the box culvert wing walls as a foundation to construct a wood boardwalk. We know that the budget for this project is limited, and the McClure team will look at creative ways to avoid the construction and permitting costs of extending a double-box culvert in a regulated stream.

Lastly, one of the value-added services we offer is dealing with property owners which may become contentious on both projects. During his tenure with Kansas City, Wes Minder, PE worked with owners and secured millions in donated easements and right-of-way. An explanation of a project in a manner that is easy to understand goes a long way in building trust that these projects will benefit everyone and assists with the acquisition process.

In addition to our technical understanding and commitment to personal service, McClure's experienced project management team implements an extensive Quality Assurance/Quality Control (QA/QC) process to ensure exceptional design while providing a line of consistent and clear communication throughout a project. This commitment to quality is our standard of service, and our integrated team of professionals is eager to deliver on this standard to you.

Relationships and successful projects are tremendously important to the McClure team. It is our sincere hope that our proposal reflects the importance we place on this opportunity, and the experience and passion our team has for implementing the MetroGreen regional trail system. If you have any questions or require additional information, please do not hesitate to contact us at 816.756.0444 or at wminder@mecresults.com.

On Behalf of Our Team,



WES MINDER, PE

PROJECT MANAGER + POINT OF CONTACT

C: 816.587.4039

O: 816.756.0444

wminder@mecresults.com

2. AFFIDAVIT

Jackson County Missouri Request for Qualifications No. 40-20
Page 2 of 22

AFFIDAVIT

STATE OF Missouri)
COUNTY OF Clay) SS.

WES MINDER of the City of North Kansas City
County of CLAY State of MISSOURI being duly sworn on her or his oath, deposes and says:

1. That I am the Project Manager (Title of Affiant) of McClure (Name of Respondent) and have been authorized by said Respondent to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Respondent is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of respondent).
3. If Respondent were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Respondent did not have on December 31, 2019 any property subject to taxation by the County and if respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri, respondent agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Respondent has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Respondent certifies and warrants that Respondent or Respondent's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Respondent certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Respondent certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

McClure (Name of Respondent)

By: [Signature] (Signature of Affiant)

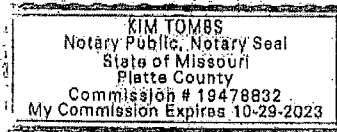
Project Manager (Title of Affiant)

Subscribed and sworn to before me this 17 day of September, 2020

NOTARY PUBLIC in and for the County of Clay (SEAL)

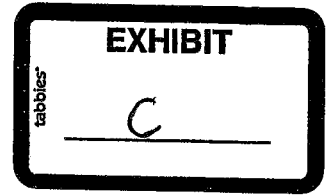
State of Missouri

My Commission Expires: 10/29/2023



Base Scope of Services and Fee Proposal

For the compensation outlined in this Agreement, McClure will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of McClure's work and McClure assumes no responsibility to perform any services not specifically listed. It is understood that the county will provide boundary and topographic survey. For phase 1 of the project, MEC will supplement the County survey at Jefferson and Hamblen, layout the horizontal and vertical alignment for the project and provide preliminary cost estimates, provide the County with a threatened and endangered species summary that County will submit to MoDOT through their RES system.



Phase 100	Survey Services	\$8,184.00
101	Survey	\$8,184.00

Consultant will survey two separate locations along the Rock Island corridor.

The first location will be at the trail's terminus at SW Jefferson Street and shall be bounded as follows: The western edge of the topographic survey will be the eastern edge of the existing Jefferson Street curb. The eastern edge of the topographic survey will be 100' east of the western edge. The northern edge will be the southern edge of the existing Market Street curb. The southern edge of the topographic survey will 200' south of the northern edge.

The second location will be at MO 291 Bridges and will include locating the bridge piers and base of the bridge spill slope. Survey will include any utilities underneath the bridges.

MEC will prepare survey deliverables, based off the following understandings:

- A** Title Reports-The County has retained Bartlett and West to complete a topographic and boundary survey of the corridor. MEC will utilize that survey for phase 1 of the project and will supplement with topographic survey only at the two locations listed above.
- B** Utilities- MEC will contact the public "One Call" utility locate system, and will locate utilities as marked in the field at the time the field work at the three locations is completed. Private utility locates are not included, and would be an additional service.
- C** Coordinate System & Datum- Survey will be tied to State Plane Coordinates, based on NAD 1983 and NAVD 1988 vertical datum. Final Site coordinates will be adjusted using an average combined scale factor method, to maintain an accurate grid to ground relationship.
- D** Contour Interval- Survey Base map will be prepared with 1' contour intervals
- E** Tree Survey- Wooded areas will not include location of individual trees, noted with caliper and tree species. If this is requested, we will consider this an additional service, subject to our standard hourly rates.
- F** Deliverables- Survey base map will include CAD and PDF

Phase 200	Preliminary Design Services	Total	\$31,602.00
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201	Preliminary Design		\$26,568.00
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MEC will layout the horizontal and vertical alignment of the trail and provide a cost estimate. It is anticipated that the existing concrete culverts can be used and that there may need to be some retaining walls at these locations. This information will be used to determine location of any utilities along the corridor and what changes may need to be made based upon unidentified or located utilities.

202	Environmental Permitting		\$5,034.00
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MEC will conduct the environmental base work for the County to submit to MoDOT. For this phase, we are assuming that since the trail will be off the railroad corridor and embankment, we will conduct a field investigation documenting any observed recognized environmental concerns (RECs) along the trail corridor and submit prior to a consultation with DNR's Environmental Remediation Program. We will determine with DNR whether there could be concerns with the proposed project and document the call including date and time, DNR staff consulted, and what was discussed and determined and provide to the County to upload this and any other documentation to the RER for review by MoDOT. Should it be determined a formal phase I would need to be completed, that would be completed

Phase 300	Final Design Services		\$0.00
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301	Civil Construction Documents (CDs)		\$0.00
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Reserved for later phases of the project or not required.

302	Construction Permitting		\$0.00
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Reserved for later phases of the project or not required.

303	Permitting Agency Comments and Approvals		\$0.00
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Reserved for later phases of the project or not required.

Phase 400	Construction Services	\$0.00
401	Civil Construction Administration	\$0.00

Reserved for later phases of the project or not required.

402	Civil Record Drawings	\$0.00
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Reserved for later phases of the project or not required.

Total All Services		\$39,786.00
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Exclusions

Items not included in this proposal are title commitment reports, filing fees, applications, preliminary plat, preliminary development plans, site lighting/photometric design, pool design, macro storm drainage study, regional stormwater detention design, public infrastructure improvement plans (street improvement plans, traffic signals, turn lanes, sidewalks, etc.), as-built survey, off-site utility, water, sanitary sewer extension plans except those listed in the proposal, traffic impact study, geotechnical engineering, environmental clearances and permitting except those listed in this proposal, wetland delineation, construction staking, material testing, full-time construction observation, post-construction ALTA survey, or any other items not specified in the scope of services

Task Name		Lovlace and Associates							
Survey									
101									
Labor Budget		Project Delivery Team							
Role	Survey Crew	Survey Crew (Overtime)	Professional Land Surveyor	Survey Technician	Survey Technician (Overtime)	Administration			
Task Description	\$160.00	\$237.50	\$105.00	\$90.00	\$135.00	\$55.00	Hours	Cost	
							0.0	\$0.00	
							0.0	\$0.00	
Control	4.0					4.0	8.0	\$860.00	
Field Topo	16.0		4.0			4.0	24.0	\$3,200.00	
Drafting			4.0	24.0		4.0	32.0	\$2,800.00	
QA/QC			4.0				0.0	\$0.00	
Client Comments						2.0	6.0	\$530.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
							0.0	\$0.00	
Total Hours	20.0	0.0	12.0	24.0	0.0	14.0	70.0	\$7,390.00	
Expense Budget									
Mileage	200	miles	\$0.57	\$114.00	Total Labor (this page) =			7,390.00	
Equipment		hours	\$125.00	\$0.00	Total Expenses (this page) =			114.00	
Prints/Delivery Fees				\$0.00	Sub-total (this page) =			7,504.00	
Travel			\$0.00	\$0.00	Contingency or Additional Profit (%)			0%	
Consultants			\$0.00	\$0.00	Total Services (this page) =				
Miscellaneous			\$0.00	\$0.00					
				\$114.00				7,504.00	

Task Name	McClure Bottom-up Budget								
Preliminary Design 201									
Labor Budget	Project Delivery Team								
Role	Principal	Project Manager II	Engineer III	Engineer II	Engineer I	Technician II	Project Coordinator	Totals	
Task Description	\$265.00	\$205.00	\$180.00	\$150.00	\$115.00	\$110.00	\$95.00	Hours	Cost
Team Coord Meetings (6)		6.0		6.0		6.0	6.0	0.0	\$0.00
								24.0	\$3,360.00
Preliminary Horizontal Alignment		4.0		8.0		16.0		0.0	\$0.00
								28.0	\$3,780.00
Preliminary Vertical Alignment		8.0		8.0		16.0		0.0	\$0.00
								32.0	\$4,600.00
Field Check		4.0		4.0				0.0	\$0.00
								8.0	\$1,420.00
Cost estimate		4.0		8.0		8.0		0.0	\$0.00
								20.0	\$2,900.00
Drainage Maps		2.0		8.0		12.0		0.0	\$0.00
								22.0	\$2,930.00
Grading Plan		2.0		8.0		12.0		0.0	\$0.00
								22.0	\$2,930.00
								0.0	\$0.00
								0.0	\$0.00
								0.0	\$0.00
								0.0	\$0.00
Project Management		16.0					12.0	0.0	\$0.00
								28.0	\$4,420.00
								0.0	\$0.00
								0.0	\$0.00
								0.0	\$0.00
								0.0	\$0.00
								0.0	\$0.00
								0.0	\$0.00
Total Hours	0.0	46.0	0.0	50.0	0.0	70.0	18.0	184.0	\$26,340.00
Expense Budget								Total Labor (this page) = 26,340.00	
Mileage	400	mtles	\$0.57	\$228.00					
Equipment	0	hours	\$125.00	\$0.00					
Prints/Delivery Fees				\$0.00					
Travel				\$0.00					
Consultants				\$0.00					
Miscellaneous				\$0.00					
				\$228.00					
								Total Services (this page) =	
								Rounded = 26,568.00	

McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2020)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative	\$80.00
Client Liaison	\$180.00
Engineer I	\$110.00
Engineer II	\$140.00
Engineer III	\$170.00
Engineer IV	\$210.00
Project Manager I	\$170.00
Project Manager II	\$195.00
Project Coordinator	\$90.00
Principal	\$250.00
Senior Principal	\$295.00
Community Planner I	\$135.00
Community Planner II	\$225.00
Landscape Architect I	\$100.00
Landscape Architect II	\$135.00
Engineering Tech I	\$85.00
Engineering Tech II	\$105.00
Engineering Tech III	\$125.00
Engineering Tech IV	\$160.00
Land Surveyor I	\$130.00
Land Surveyor II	\$160.00
On-Site Representative I (OSR I)	\$105.00
On-Site Representative II (OSR II)	\$145.00
Crew Chief (CC)	\$120.00
Crew Member (CM)	\$90.00
Intern	\$70.00
Survey Crew	\$200.00

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract





2020 STANDARD HOURLY CHARGE-OUT RATES

SURVEY CREW (Standard)	\$150.00 / HR
SURVEY CREW (Premium – Emergency Response or Client Mandated Overtime)	\$225.00 / HR
PROFESSIONAL LAND SURVEYOR (Standard)	\$100.00 / HR
PROFESSIONAL LAND SURVEYOR (Premium – Expert Witness or Client Mandated Overtime)	\$200.00 / HR
LAND SURVEY AUTO-CAD TECHNICIAN (Standard)	\$85.00 / HR
LAND SURVEY AUTO-CAD TECNICIAN (Premium – Client Mandated Overtime)	\$127.50 / HR
ADMINISTRATION	\$50.00 / HR

Premium rates shall be negotiated and pre-authorized in writing prior to engagement
 Lump sum bid or hourly not to exceed a quoted price also available
 All rates include material & equipment

Planning & Design



BeVireo.com

Omaha
1111 N. 13th Street
Suite 116
Omaha, NE 68102
402-553-5485

Kansas City
929 Walnut Suite 700
Kansas City MO 64106
816-756-5690

Schedule of Rates

Effective January, 2020

Principal	\$ 145
Associate V.....	\$120
Associate IV.....	\$ 110
Associate III.....	\$100
Associate II.....	\$ 90
Associate I.....	\$ 80
Tech I.....	\$ 55

Note:

Sub-contracted labor, printing, technical photography, and all other direct job costs to be paid at cost. Vehicle mileage costs to be paid at the current IRS rate per mile.

Planning & Design



Schedule of Reimbursable Expenses

Effective January 1, 2020

Prints (large scale plans)	\$0.95/square foot
Color reproductions and boards	at cost
Copies (in house) 8 1/2 x 11, 11 X 17	\$0.10 each
Color documents.....	at cost
Overnight delivery.....	at cost
Mileage	(current IRS rate)

Note:

Sub-contracted labor, printing, technical photography and all other direct job costs are to be paid at cost.

BeVireo.com

Kansas City

929 Walnut Suite 700
Kansas City MO 64106
816-756-5690

Omaha

1111 N. 13th Street Suite 116
Omaha, NE 68102
402-553-5485

TSI GEOTECHNICAL, INC.
2020 SCHEDULE OF FEES
GEOTECHNICAL ENGINEERING STAFF

PERSONNEL AND EQUIPMENT

Principal	\$ 220.00/hour
Group Manager	\$ 210.00/hour
Senior Geotechnical Engineer/Senior Project Manager	\$ 187.00/hour
Construction Services Manager	\$ 130.00/hour
Project Geotechnical Engineer	\$ 120.00/hour
Staff Geotechnical Engineer	\$ 95.00/hour
Senior Field Technician	\$ 65.00/hour
Field Technician	\$ 58.00/hour
Laboratory Technician	\$ 48.00/hour
Lead Driller	\$ 120.00/hour
Driller's Assistant	\$ 60.00/hour
Clerical Staff	\$ 50.00/hour
CADD Technician	\$ 80.00/hour
Nuclear Densometer	\$ 25.00/day
Mileage	\$ 0.57/mile
Pickup Truck	\$ 45.00/day
Per Diem	\$ 140.00/day

Note: Overtime at a rate of 1.5 times the normal hourly rate will be charged for field personnel that work more than 8 hours per day, or on weekends and holidays.

TSI GEOTECHNICAL, INC.
2020 SCHEDULE OF FEES
LABORATORY TESTING SERVICES

Aggregates

Sieve Analysis - Dry (ASTM C 136)	\$ 75.00/each
Percent Passing #200 Sieve (ASTM C 117)	\$ 35.00/each

Asphalt

Max. Theoretical Specific Gravity (ASTM D 2041)	\$ 60.00/each
Bulk Specific Gravity (ASTM D 2726)	\$ 90.00/each
Field Sample Stability and Flow by Marshall Method (ASTM D 1559)	\$ 130.00/each
Percent Air Voids (ASTM D 3203)	\$ 10.00/each
Thickness and Unit Weight of Cores	\$ 30.00/each

Concrete

Compressive Strength of Concrete Cylinders, FOB Laboratory (ASTM C 39) - includes mold	\$ 15.00/each
Spare Cylinders Not Tested (45 day storage only)	\$ 12.00/each
Flexural Strength Concrete Beams FOB Laboratory (ASTM D 78)	\$ 30.00/each
Spare Beams Not Tested (45 day storage only)	\$ 20.00/each
Air Dry Unit Weight Test Cylinders	\$ 25.00/each
Cylinder Molds	\$ 1.50/each
Diamond Saw Cutting of Samples	\$ 35.00/each

Mortar and Grout

Compressive Strength of Mortar or Grout, Cubes or Cylinders FOB Laboratory (ASTM C 1019, C 109 or C 39)	\$ 16.00/each
Spare Cubes/Cylinders Not Tested (45 day storage only)	\$ 12.00/each

Soils

Visual Classification (ASTM D 2487 and D 2488)	\$ 7.00/each
Moisture Content (ASTM D 2216)	\$ 9.00/each
Hand Penetrometer or Torvane	\$ 7.00/each
Organic Content (Oven Method)	\$ 25.00/each
Liquid and Plastic Limits (3 Point Method) (ASTM D 4318)	\$ 70.00/each
Shelby Tube Extrusion	\$ 20.00/each
Unit Weight (ASTM D 2937)	\$ 30.00/each
Percent Passing #200 (ASTM D 1140)	\$ 35.00/each
Sieve Analysis-wash (Mechanical) (ASTM D 422)	\$ 75.00/each
Hydrometer (ASTM D 422)	\$ 75.00/each
Standard Proctor (Method A and B) (ASTM D 698)	\$ 180.00/each
Standard Proctor (Method C) (ASTM D 698)	\$ 220/each
Modified Proctor (Method A and B) (ASTM D 1557)	\$ 230.00/each
Modified Proctor (Method C) (ASTM D 1557)	\$ 240.00/each
Volumetric Swell	\$ 30.00/each

TSI GEOTECHNICAL, INC.
2020 SCHEDULE OF FEES
LABORATORY TESTING SERVICES (CONTINUED)

California Bearing Ratio (3 Point Method) (ASTM D 1883)	\$ 400.00/each
Triaxial Compression (UU-single Stage) (ASTM D 2850)	\$ 140.00/each
Triaxial Compression (UU-Multi Stage - 3 cycles)	\$ 240.00/each
Unconfined Compression (Controlled Strain) (ASTM D 2166)	\$ 55.00/each
One-dimensional Consolidation (8 load increments, 4 unload) (ASTM D 2435)	\$ 540.00/each
Rimac Compression Test	\$ 15.00/each
Rock Core Photo (10 feet)	\$ 35.00/each
 Equipment	
Pick-Up Truck	\$ 75.00/day
Nuclear Density Gauge	\$ 25.00/day

Note: Fees for additional testing not listed above can be provided upon request.