

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made and entered into this 1st day of October, 2021 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 Phase Two 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 previously entered into an Agreement with the Consultant to perform Phase One consulting services, dated December 29, 2020, as aforementioned; and,

WHEREAS, the County desires to enter into a Phase Two Agreement with the Consultant to perform additional consulting services as aforementioned; and,

WHEREAS, the Consultant represents that the firm is equipped, competent, and able to undertake such an assignment;

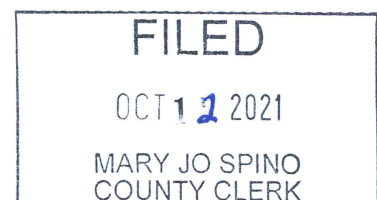
NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

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 Attachment A. 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 proposals 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.
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 Parks + Rec 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 to be mutually agreed to by County and 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:

As set forth in Consultant's Fee Proposal, Attachment B, 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.

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.

Phase Two A/E Services for Trail Planning and Engineering/RIRC Greenwood Connector Project

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 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 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.
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.

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.

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 Phase Two 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 **\$88,990.00** 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 on the previously adopted Phase One Agreement. 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 – Fee Proposal dated 7/23/2021
Attachment C – Consultant's Schedule of Rates


R. 20565
Consultant Agreement

Project

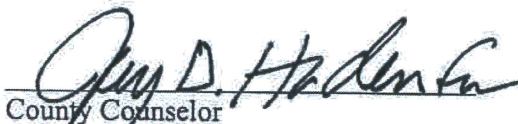
Phase Two A/E Services for Trail Planning and Engineering/RIRC Greenwood Connector

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 _____ day of _____, 2021


County Counselor

Attest:


Clerk of the Legislature


Consultant, McClure Engineering

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 **\$88,990.00** which is hereby authorized.

10-8-2021
Date


Director of Finance and Purchasing

003-3601-56030

Revised 2021.08.04

Scope of Additional Services for Phase Two:

**Trail Planning and Engineering Services/Rock Island Rail Corridor
Greenwood Connector Project
Exhibit A**

PROJECT DESCRIPTION

Jackson County desires to construct new trail for the Rock Island Greenwood Connector. This project will consist of creating “shovel-ready” construction documents for the County to utilize for bidding and construction. The construction documents are partially funded by the STP and TAP funding sources with a local match. The new trail will extend from just east of SW Jefferson Street and follow the railroad alignment towards SE Hamblen Road. The trail construction will include a ± 22 stall trailhead parking lot and access to SE Hamblen Road. Easements will need to be acquired for the trail construction & grading that are not on County property. The concrete trail will be 10 feet wide.

SCOPE OF SERVICES

1. Project Management - McClure will prepare monthly progress reports and coordination with the County sub-consultants for the environmental, geotechnical & survey work.

2. Site Survey – Lovelace will provide up to 4 easement descriptions and exhibits for culvert extensions as required for the project based on preliminary plans. Work will be completed by Lovelace to provide any necessary property/section line work in order to tie into control used and set by other survey companies previously involved on the corridor.

3. Hydrologic and Hydraulic (H&H) Analysis (Excluding hydraulics on culvert extensions)

- Review of available aerial photography, topographic mapping, current FEMA Flood Insurance Studies and floodplain mapping for Big Creek.
- Site visit by H&H engineer to identify issues pertinent to the H&H analyses. The potential for flood damages will be identified and the geological nature of the streambed material will be visually classified for scour analysis.
- Hydrologic evaluation of the tributary to Big Creek crossing at the new trailhead parking lot will include reviewing available data from the current FEMA Flood Insurance Study and from other readily available studies or analyses provided by the County.
- Jackson County will provide the FEMA Big Creek hydraulic models to McClure, if necessary. If additional data is needed, McClure will assist the County with clarifying data to request. The model will be operated and compared to the current FEMA Flood Insurance Study data in order to develop the baseline water surface profiles. Hydraulic analysis will be performed using the U.S. Army Corps of Engineers' HEC-RAS computer

program, V5.0. The hydraulic analysis will include model development for the existing conditions and up to one proposed condition. Model development will be based on field survey data, readily available topographic mapping, and visual site observations.

Downstream boundary conditions will be obtained from the plotted water surface profiles in current FEMA Flood Insurance Study. Hydraulic design criteria for proposed structures will include APWA standards, City of Lee's Summit requirements, and FEMA floodplain criteria.

- Scour analysis is excluded.
- A no-rise certification will be included dependent on City of Lee's Summit requirements.

4. Site Drainage - McClure will provide drainage design for the new box culvert under the access to the trailhead off Hamblen Road as well as any piping associated with the BMP's at the parking lot at the trailhead off Hamblen Road. McClure will confirm hydrology & hydraulics on three (3) culvert extensions along the proposed trail. McClure will confirm BMP calculations for the sizing of the BMP's at the parking lot.

Vireo will develop preliminary stormwater BMP type, sizing, and grading. Vireo will review the BMP analysis, calculations, and preliminary siting and sizing recommendations with McClure prior to preparing plans. McClure will be responsible for civil, hydraulic, and/or structural engineering, including but not limited to, retaining walls and outlet structures. The BMP shall be coordinated with the preliminary drainage design, hydraulics, and parking lot design. McClure and the County will review the preliminary grading plans, layouts, and supporting calculations and will provide direction as appropriate. Vireo will make one minor round of revisions to the preliminary designs before beginning Final Design.

Vireo will prepare a preliminary planting plan for the proposed BMP. A simplified native plant palette shall be utilized to reduce long-term maintenance and meet water quality requirements, while maintaining public acceptance.

5. Geotechnical Investigation - McClure will contract with TSI for the Geotechnical Investigation and Report. McClure will provide the coordinates and elevations to TSI for up to 5 borings for the culvert extensions, new culvert and pavement areas at the trailhead. The geotechnical scope, needed for McClure's design will be provided by TSI and include recommendations, at a minimum, for safe excavation slopes, groundwater levels, need for dewatering, trenching support for vertical excavation, culvert bedding, camber, suitability of excavated materials for backfill and compaction requirements, soil settlement analyses and construction recommendations based on settlement analyses results, erosion control, sulfate attack to concrete, pavement thickness recommendations and soil improvement/stabilization if needed.

6. Environmental Permitting

This scope of work assumes that the project can be permitted under a US Army Corps of Engineers (USACE) Nationwide 42 Permit.

Vireo will provide project permitting for potential impacts to Waters of the US, in accordance with USACE standards and guidance.

- i. Wetland and Waters of the US Delineation which will include data collection, field delineation and a delineation report.
- ii. Section 404 Permit Application, which will include
 1. Agency coordination, MDC\USFWS Threatened and Endangered Species review, SHPO Section 106 Historical and Cultural, Section 4f public land review, and USACE pre-application meeting.
 2. Permit Application
 3. USACE Coordination
- iii. Section 401 Water Quality Permit – the NWP 42 has a conditionally certified Section 401 certification. Therefore, no separate permit is required.

Vireo will utilize environmental information collected and prepared by the County for MO Dept of Transportation required environmental review documentation, to support the Section 404 application.

Vireo will provide a copy of the Section 404 application for review and signature and will incorporate any comments received from the County prior to submitting to the USACE Kansas City District for processing.

McClure will obtain any required floodplain development permitting from Lee's Summit. Costs for any permit fees will be paid by McClure and be reimbursed by the County.

7. Plans, Specification and Estimate

- McClure will provide 22x34 construction drawings showing trail alignment, trail profile, trail details, trail typical sections and cross-sections for the section of the trail from the connection just east of SW Jefferson Street and follow the railroad alignment towards SE Hamblen Road. Stationing along the centerline of the trail will only be provided for this section of trail. The trail alignment and profile at the bridge approaches will meet design criteria (ADA, H&H) and permit requirements.
- Construction drawings will include any necessary modifications for the area under MO-291 to ensure safe and adequate trail width. It is assumed no retaining walls and associated drawings or calculations will be required based on the preliminary alignments provided by McClure in June, 2021 to the County.
- Vireo will develop preliminary landscape plans for the corridor and southern trail head based on feedback from Phase I. The following plans will be prepared:
 - a) Landscape plans and pertinent details
 - b) Bid quantities, notes and plant schedules

Preliminary Landscape Plans will be submitted to McClure for review prior to discussions with the County. Components, such as retaining walls, requiring structural design will be designed by others. Vireo will create an index of anticipated specifications. Vireo will submit one (1) set of revised plans to McClure following County review. It is assumed that plans will be delivered in PDF format.

- McClure will prepare Technical Specifications for the trail construction based on County-provided technical specifications for reference. All front end documents and other specifications will be prepared by the County Public Works Department.
- McClure will prepare a cost estimate at 50% and 95% plans for the trail and included in these milestone submittals.
- Vireo will prepare a preliminary opinion of probable costs based on the Preliminary Landscape Plan documents. This estimate will break down the project costs under the responsibility of Vireo and will include bid items, quantities, and unit costs.
- McClure will prepare and e-file the NPDES storm-water construction Notice of Intent with Missouri Department of Natural Resources. McClure will pay any required fees and be reimbursed by the County.
- McClure will prepare and submit the Land Disturbance Permit with McClure providing trail layout to the County
- Drawings will be sealed by a Missouri Professional Engineer. Trail Layout will be provided to the County in PDF format.
- McClure will provide 22x34 construction drawings of the culvert extensions. Layout the culvert crossings to meet the trail layout for the best fit in the trail corridor, meet hydraulic requirements and local grading around the bridge abutments and trail.
- All final plan sheets and specifications will be prepared using the U.S. Customary system of units.
- Bridge design (if required) will be based upon AASHTO Guide Specification for the Design of Pedestrian Bridges (2009). Bridge can be a prefabricated structure, concrete beams or a design that McClure determines is best for this crossing. Clear trail width on bridge is 10 feet. Bridge may have a wood or concrete deck.
- If McClure specifies a prefabricated bridge, the design and detailing of the superstructure will be done by the contractor and bridge supplier using the design criteria provided in the final plans and superstructure. Prefabricated superstructure details are provided by the manufacturer during the construction administration phase.
- The bridge will be a single span bridge with two abutments.
- Structural Design for the culvert extensions is included. Structural design will include any general notes, culvert plan sheets, headwall sections, connection details to existing culverts and standard sections as applicable.
- McClure will prepare final engineers estimate of probable construction costs based upon final quantities and estimated unit costs. Vireo will assist with preparation of a final opinion of probable costs based on the Final Landscape Plans. This estimate will break down the project costs under the responsibility of Vireo and will include bid items, quantities, and unit costs.

- Final plans and specifications (APWA format) will be sealed and signed by a Missouri Professional Engineer. Vireo will produce Technical Specifications and Special Provisions, as related to the Scope of Services defined here. They will be delivered in Word and/or PDF format.
- The final plan package for the trail shall consist of the following list of plan sheets:
 - 1) Title Sheet
 - 2) General Notes and Survey Data
 - 3) Plan and Profile
 - 4) Plan and Layout View
 - 5) Cross Sections
 - 6) Watershed Map & Stormwater Design Data for new culverts.
 - 7) Landscape & BMP Plans
 - 8) Enlarged Trailhead Parking Lot Layout Plans

8. Bidding Services - Advise on substitute materials, attend pre-bid conference, respond to bidding questions, assist in writing addenda, review bids and recommend award.

9. Construction Administration and Construction Services – McClure will be available to answer questions from the County and Contractor during the construction phase for plans, specifications and permits prepared by McClure. All other construction administration and construction services are excluded.

10. Meetings/Conference Calls - McClure & Vireo will participate in one in-person site walk through and meeting with Jackson County staff during development of the 50% Final Plans and a virtual or in-person meeting 95%. The purpose of these meetings will be to review project details and plan development. In addition, web conferences will occur on a regular basis (2-3 week intervals) with screen share to discuss the project and plan development.

11. Project Schedule

- FEMA Model (if required) – 8 weeks from request.
- Receive Geotechnical Report – 10-12 weeks from NTP.
- 50% Construction Plans to the County to review on 6 weeks after receipt Geotech and FEMA models.
- 95% Construction Plans & Specifications 6 weeks after review and approval by MoDOT (Pending review & approval by MoDOT)
- Signed and Sealed Final Plans and Specification 4 weeks after receiving comments from MoDOT on 95% submittal. (Pending review & approval by MoDOT)

12. Exclusions

- No FEMA Conditional Letter of Map Revision (CLOMR) / Letter of Map Revision (LOMR) services are included.
- No Public outreach or public presentation work included.
- Land Acquisitions to be completed by the County.
- Lighting or photometric plans.

Exhibit B

McClure Engineering Company

PROJECT: Trail Planning and Engineering Services/Rock Island Rail Corridor Greenwood Connector Project

PROJECT NO.: MEC 201556-010

LOCATION: Lee's Summit, MO

DATE: 7/23/2021

(SW Jefferson Street to SE Hamblen Road)

Agreement for Engineering Services		Assumptions	TIME					Subconsultants Fee		SUB-TOTAL (\$)
Task			Admin	Engineer I	Engineer III	PM II	TOTAL HOURS			
1	Project Management		80.00	110.00	170.00	195.00	16			
2	Site Survey/Easements		4			12				\$ 2,660
3	Hydrologic and Hydraulic (H&H) Analysis			2		2				\$ 3,900
4	Site Drainage			24	24	2	50			\$ 4,510
5	Geotechnical Investigation			20	12	2	34			\$ 7,110
6	Environmental Permitting				2		2			\$ 11,330
7	Plans, Specifications and Estimate (PS&E)		8				8			\$ 12,950
8	Bidding Services			134	50	30	214			\$ 13,290
9	Construction Administration and Construction Services			4	8	8	20			\$ 5,140
10	Meetings / Conference Calls			8	8	8	0			\$ 3,360
PROJECT TOTAL			12	192	104	64	368			N/A
										\$ 6,500
										\$ 88,990

Previous Phase Cost Incl Subs \$ 39,786.00
Total Cost (Phases 1 & 2) \$ 128,776.00
Percent of Construction (\$950k Bud) 13.56%
Total MBE \$ 24,240 18.82% Lovelace + TSI
Total WBE \$ 24,820 19.27% Vireo
Total DBE Participation 38.10%

EXHIBIT 'C'
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