



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1321, authorizing and directing the Mayor to execute an agreement with GBA for engineering services for Second Creek Sidewalk and Riverwalk design.

RECOMMENDED ACTION:

A motion to approve Resolution 1321, authorizing and directing the Mayor to execute an agreement with GBA for engineering services for Second Creek Sidewalk and Riverwalk design.

SUMMARY:

At the Board meeting on April 18, 2023, the city entered into an agreement with the Missouri Transportation Commission (MODOT) to receive Transportation Enhancement Funding for the construction of an eight-foot-wide sidewalk on Second Creek from Wright Valley Road to Highway 169 and to construct a multi-use path in Riverwalk Park. Both projects are expected to be built in 2026.

MODOT funding will provide \$600,000 for the construction of Second Creek Sidewalk and \$900,000 for the construction of the Riverwalk.

At the November 21st, 2023, the Board approved, Resolution 1291, establishing an on-call list of qualified firms to complete professional services for the City. GBA is an approved engineering firm qualified to provide engineering services and have submitted an agreement to complete the plans and specifications. By combining both projects under one contract, the City will receive some economies of scale with surveying and plan coordination. Both projects will connect on Second Creek (attached Map). The total design for both projects is \$391,474.

Engineering for both projects is included in the 2024 Capital Improvement Sales Tax budget in an amount of \$400,000.

PREVIOUS ACTION:

April 18, 2023 Ord. 3186-23 Authoring Mayor to sign agreement with MODOT – Riverwalk

April 18, 2023 Ord. 3184-23 Authoring Mayor to sign agreement with MODOT – Second Creek

POLICY ISSUE:

Infrastructure sidewalks and trails

FINANCIAL CONSIDERATIONS:

The 2024 Capital Improvement Plan includes the engineering for these projects in an amount of \$400,000.

ATTACHMENTS:

- | | |
|--|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: map | |

RESOLUTION 1321

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH GBA FOR ENGINEERING SERVICES FOR SECOND CREEK SIDEWALK AND RIVERWALK DESIGN

WHEREAS, the City has received Federal Funding for the construction of the Second Creek Sidewalk and the Riverwalk projects; and

WHEREAS, GBA is on the City's pre-qualified list of engineering firms that are qualified to complete the plans and specifications; and

WHEREAS, Second Creek Sidewalk and the Riverwalk connect and using a single firm to design both projects is advantageous to the City; and

WHEREAS, GBA has provided a scope of services for both projects, Second Creek for \$242,098.00 and Riverwalk for \$149,376.00, totaling \$391,474.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT the Mayor is hereby authorized to execute an agreement with GBA to complete the engineering design and specifications for the Second Creek Sidewalk and the Riverwalk in the amount of \$391,474.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Exhibit III

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the “Agreement” or “Contract”) by and between City of Smithville, MO (“City”) located at 107 W. Main Street, Smithville, MO 64089 and George Butler Associates, Inc. (“Consultant” or “Engineer”) a Corporation registered to do business in the State of Missouri located at 9801 Renner Blvd, Lenexa, KS 66219.

WITNESSETH:

WHEREAS the City desires to procure engineering services pertaining to the 2nd Creek Road Pedestrian Improvement Project and Smithville Riverwalk Trail Project and the City is desirous of retaining a consulting engineer/architect for such works; and

WHEREAS the Engineer is qualified by experience and training and is willing to perform the engineering/architectural services necessary to said work.

WHEREAS the City issued RFQ 23-13 On-Call Professional Services, a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Engineer provided a response on November 7th, 2023, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

WHEREAS the Consultant was deemed by the City as the company most qualified to work on this project.

WHEREAS upon consultation between the parties it was agree that the Consultant would provide the services as set forth in **Exhibit B** which is attached hereto and incorporated as if more fully set forth verbatim.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. CONTRACT DOCUMENTS: The Agreement between the parties shall consist of this Agreement, Exhibit A, B and C. The Parties further agree that this Agreement is a memorialization and a supplement to Exhibits A, B and C attached hereto. In the event of a conflict in the interpretation of the contract/Agreement documents, the parties agree that the terms within the Agreement documents shall be construed or given binding effect in the following order:

- a) This Agreement; and then
- b) Exhibit A; and then
- c) Exhibit B; and then
- d) Exhibit C.

2. GENERAL SCOPE OF THE WORK: Consultant shall furnish all of the labor and materials and perform all of the work set out in **Exhibit B** and incorporated in this Agreement, to the same extent and effect as if fully set out herein.

3. CONTRACT/AGREEMENT PRICE: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall not exceed \$391,474.00 Other than as set forth in paragraph 11, this price is a fixed fee and shall not increase for any reason including but not limited to

convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Public Works (or such other person as designated by the City) detailing the hours of services provided and the percentage of the project completed. Upon verification by the City that the invoice does not exceed the percentage of the project completed, the City will pay said invoice within thirty (30) days. The City will not make any payments for invoiced amounts which exceed the percentage of completed project.

4. TIME: Time is of the essence of this Agreement. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this Agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Engineer within 2 years of the Notice to Proceed on this Agreement or by the 21st day of November, 2025.

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 9801 Renner Blvd, Lenexa, KS 66219. Either party may designate such other Person and/or delivery address from time to time by written Notice.

6. INDEPENDENT CONTRACTOR: The Consultant warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Consultant shall finance its own operations and shall operate as an Independent Contractor and not as an agent of the City and shall indemnify and hold the City free and harmless from all liabilities, costs, and charges by reason of any act, omission or representation of the Engineer or of its subcontractors, agents, and employees, including costs and attorney's fees.

Consultant shall at all times cause all its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Consultant will indemnify and hold the City harmless for all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or failure to provide a safe place to work, and Consultant will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Engineer will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by the City, it is the responsibility of the Engineer to always maintain the required insurance coverage in force; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of the Engineer 's failure to maintain the required insurance in effect, the City may order the Engineer to immediately terminate its work until the breach has been cured or terminate this Contract.

7. COMPLIANCE AND REQUIREMENTS: All work, labor and materials to be furnished and performed by the Engineer shall be to the satisfaction of the City Director of Public Works (or such other person as designated by the City) acting on behalf of the City, and payment shall be made only for such work and materials as are accepted in writing by the City Director of Public Works (or such other person as designated by the City) provided, however, that the City shall not arbitrarily withhold acceptance of such work and materials or payment so long as the Engineer makes satisfactory progress and performs all of its obligations in accordance with or pursuant to all the terms and conditions of this Agreement.

8. CORRECTION OF DEFAULTS: The Engineer will, at the request of the City Director of Public Works (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Engineer from responsibility for any defect in materials and workmanship.

9. ASSIGNMENT: The Engineer shall not assign this Agreement or any amount payable hereunder without the prior written consent of the City. The Engineer shall upon request of the City, disclose to the City the names, addresses and owners of all subcontractors or other persons with whom it intends to contract with or hereafter contracts in connection with the performance of this Agreement.

10. CONFLICTS OF INTEREST: The Engineer warrants and represents that neither the Engineer nor its officers, directors, agents, employees, or subcontractors are related within the second degree of affinity or consanguinity with any elected officials or employees of the City.

The Engineer will not offer, give, or agree to give any employee or former employee of the City, anything of a pecuniary value for or because of:

- a. Any official action taken, or to be taken, or which could be taken; or
- b. A legal duty performed or to be performed, or which could be performed; or
- c. A legal duty violated, or to be violated, or which could be violated by such employee or former employee.

No regular employee or elected or appointed member of the City shall be permitted to obtain any benefit of this Contract, or to obtain any benefit that may accrue there from.

11. EXTRAS: No claim for payment (more than the amount set forth in this Agreement for extra services or materials of any kind shall be made by the Engineer or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Engineer.

12. COMPLIANCE WITH LAW: This Agreement is entered into subject to the federal, state, and local laws, charters, ordinances, and regulations. The Engineer shall comply with all federal, state and local laws, ordinances and regulations and shall ensure all such compliance with regard to its subcontractors, including but not limited to the Americans with Disabilities Act and the Equal Employment Opportunity Law. Engineer shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Agreement as well as the placement and/or use of any equipment at the location specified.

13. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 R.S.Mo, the Engineer must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of EXHIBIT 1, AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

14. UNITED STATES GOODS: Engineer agrees and understands that any manufactured goods or commodities used or supplied in the performance of the Agreement, or any subcontract thereto shall be manufactured or produced in the United States unless exempt from such requirement pursuant to §34.353 R.S.MO.

15. NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the City and the Engineer as partners in a partnership or joint venture for any purpose whatsoever.

16. NON-LIABILITY OF CITY PERSONNEL: Neither the Board of Alderpersons, Board Members, nor any other officer, official, employee, or agent of the City shall be *personally* responsible for any liability arising under or growing out of this Agreement or operations of the Engineer.

17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Engineer.

18. RECORDS: The Engineer shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Engineer agrees that the City Auditor, or any of his/her duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any and all pertinent books, documents, papers and records of the Engineer involving the transactions related to this Agreement.

19. SURVIVAL OF WARRANTIES: All warranties and representations of the Consultant hereunder shall survive final payment and acceptance of the work.

20. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action regarding the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

21. REMEDIES: In addition to all other remedies at law or in equity, if Consultant shall fail to complete and/or meet any of its obligations under the terms of this Agreement, the City may, by giving the Consultant written Notice, cancel and terminate this Contract if the breach is not cured

within Thirty (30) days after the sending of such Notice (unless otherwise set forth herein).

22. **NONRESIDENT/FOREIGN CONTRACTORS.** The Consultant shall procure and maintain during the life of this contract:

a. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 R.S.Mo.

23. **INTELLECTUAL PROPERTY RIGHTS:** Consultant shall pay all license, royalty or similar intellectual property fees or costs. Consultant shall hold City harmless and shall indemnify the City against all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant.

24. **CONTRACT LANGUAGE** The language of this Contract reflects negotiations between Consultant and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 R.S. Mo be deemed to be the controlling original.

25. **CHANGE ORDERS:** Change Orders which are approved by the Consultant and the City's designee in writing which do not increase the cost of the project may be utilized to make needed changes to the scope of the work and to manage minor changes necessary.

26. **CITY OWNERSHIP AND PROPRIETARY INFORMATION** – The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement shall be considered as works for hire, and shall at all times be considered the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by Consultant upon request so long as the City is not in default under other terms of this Agreement. City grants the Engineer the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement

27. **TERMINATION.** The City reserves the right to terminate this Agreement by giving at least two (2) weeks prior written notice to the Consultant, without prejudice to any other rights or remedies of the City should the Consultant be in breach of this Agreement, be adjudged a bankrupt, or if Consultant should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Consultant, or if Consultant should persistently or repeatedly refuse or fail to supply enough properly skilled workmen for the work under the Agreement, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Agreement.

28. **COMPLIANCE WITH LAW.** This Agreement and the goods and services rendered herein are subject to all federal laws, the Constitution of the State of Missouri, the Revised Statutes of Missouri. Any specific provision contained herein which is contrary to federal laws or the Constitution of the State of Missouri and the Revised Statutes of Missouri shall be considered void without invalidating or otherwise affecting the remainder of the Agreement.

29. **EFFECTIVE DATE:** The effective date of the Agreement shall be deemed to be when all the required signatures have been executed by the City and the Consultant.

30. WAIVER: The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Engineer to which the same may apply and, until complete performance by the Engineer of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

31. SEVERABILITY: All of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

32. UNEMPLOYMENT INSURANCE AND TAXES: The Engineer shall pay, at the Engineer's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes. No payments to the Engineer will be approved unless the Engineer is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

33. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay.

34. CONDITION PRECEDENT: This Agreement shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

THE CITY OF SMITHVILLE

By: _____
Mayor or City Administrator

Name: _____

ENGINEER:

By:  _____
2/14/2024

Title Vice President

**EXHIBIT B
SCOPE OF SERVICES****PROJECT
2ND CREEK ROAD PEDESTRIAN IMPROVEMENTS AND SMITHVILLE RIVERWALK TRAIL****OWNER
SMITHVILLE, MO****PROJECT DESCRIPTION**

The City of Smithville, Missouri (OWNER) has identified proposed pedestrian improvement projects that will address sidewalk infrastructure needs. The 2nd Creek Road Pedestrian Improvement Project (2nd Creek) and the Smithville Riverwalk Trail Project (Riverwalk) were selected by the City to improve residential pedestrian connectivity. The City has received funding for these projects from the Transportation Alternatives Funds Program of the Mid-American Regional Council (MARC). The location of the proposed improvements is generally located along 2nd Creek Road and the Little Platte River and can be found on Figure 1.

The OWNER acquired the services of George Butler Associates, Inc. (ENGINEER) to produce construction drawings and documents for the project. The project consists of pedestrian trail, sidewalk curb ramps, HAWK Signal at Prairie Rose Circle, trail signing, pavement markings for two parking lots, geotechnical exploration, bridge abutment design, prefabricated pedestrian bridge installation, trail culverts, and bidding and construction phase services.

SCOPE OF SERVICES

The basic Scope of Services for this Project is organized into the following major Task Series:

- Task 100 – Administration
- Task 200 – Survey
- Task 300 – Preliminary Design
- Task 400 – Final Design
- Task 500 – Traffic Design
- Task 600 – Geotech
- Task 700 – Final Bridge Design
- Task 800 – Bidding & Construction Phase Services

Schedule of Project Milestones

- Survey – 3/6/2024 to 4/15/2024
- Preliminary Design – 4/15/2024 to 7/29/2024
- Final Design – 7/29/2024 to 02/18/2025
- Advertise for Bid – 2/18/2025
- Construction Letting – 3/11/2025
- Proposed Construction Complete Date – 11/21/2025

The detailed Scope of Services to be provided by the ENGINEER is as follows:

TASK SERIES 1: ADMINISTRATION

The ENGINEER will provide project management and administrative services throughout the duration of the project to ensure successful execution of project tasks and achievement of OWNER goals.

Task 1.1 – Provide General Project Management, Supervision, and Coordination

The ENGINEER will provide project management services necessary throughout the project, limited to 1 year, to successfully manage and complete the work, including project correspondence and consultation with OWNER staff; internal coordination meetings, supervision, and coordination of services; implementation of project scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 1.2 – Kickoff Meeting

The ENGINEER will coordinate a project kickoff meeting with the OWNER. The meeting will be used to discuss and review the scope of services, projected schedule, communication coordination, and data requests. The ENGINEER will prepare and distribute a meeting summary. Meeting will be held via Microsoft Teams.

Task 1.3 – Site Visit

The ENGINEER will perform a site visit to evaluate the existing conditions of the site.

Task 1.4 – Internal Coordination Meetings

The ENGINEER will conduct internal coordination meetings as necessary to successfully complete the project.

Task 1.8 – Attend Field Check Meeting (1 meeting)

The ENGINEER will attend and conduct the field check meeting once the design is 50% complete.

TASK SERIES 2: SURVEY

Task 2.1 – Survey Fee

This task will include the following limited to:

- Perform research of right-of-way, section corners, property pins and horizontal and vertical control.
- Call in Missouri One-call tickets and locate utilities and invert storm and sanitary sewer structures within the project area. This task does not include utility potholing or geotechnical borings.
- Conduct a topographic survey of the project area of sufficient accuracy and detail to be used for Preliminary and Final Design of improvements.

- Prepare a MicroStation basemap which will include all above data
- The Project Drawings shall be created and provided using the following Coordinate System: State Plane Missouri West, Datum: NAD83, and the Units: US Feet. The completed and signed plans shall also be provided in a large-format, high quality resolution PDF format.

TASK SERIES 3: PRELIMINARY DESIGN

Tasks 3.1 to 3.8 (2nd Creek) & Tasks 3.1 to 3.7 (Riverwalk) – Preliminary Roadway Design

Prepare preliminary roadway design drawings, preliminary quantities, and Engineer's Opinion of Probable Construction Cost, and QC. The preliminary drawings for 2nd Creek shall include title sheet, typical section sheet, preliminary plan and profile sheets (7 sheets), and cross section sheets (25 sheets). The preliminary drawings for Riverwalk shall include preliminary plan and profile sheets (9 sheets), and cross section sheets (30 sheets). Additional tasks necessary to complete the preliminary drawings include Design Criteria Memo, designing the Horizontal and Vertical Trail Alignments, and producing a Preliminary 3D model for trail grading.

Tasks 3.9 to 3.10 (2nd Creek) & Tasks 3.8 to 3.11 (Riverwalk) – Preliminary Hydrology and Hydraulics

Develop existing conditions hydrology and hydraulic models which includes:

- Site visit to evaluate the stream and floodplain condition and make a recommendation on the location and alignment of the proposed bridge crossing.
- Hydraulic analysis (HEC-RAS model) of the existing conditions from just upstream of confluence with Little Platte River to upstream of Second Creek Road bridge. Model to be developed using LiDAR and survey; will not be requesting effective model.
- Evaluate scour potential at bridge and design slope protection (riprap), if needed.

This portion of the scope excludes the following:

- Scope excludes plan development.
- Scope excludes bidding and construction phase services. Assume all specifications related to items in this scope to be provided on the plans.

Tasks 3.11 to 3.14 (2nd Creek) & Task 3.12 (Riverwalk) – Preliminary Utility Coordination

Complete preliminary tasks related to utility coordination, including establishing contact list for utilities, coordinate surveyed utilities with owners, perform preliminary conflict analysis, and submit field check plans to utility companies.

TASK SERIES 4: FINAL DESIGN

Tasks 4.1 to 4.5 and 4.15 to 4.19 (2nd Creek) & Tasks 4.1 to 4.3 and 4.14 to 4.19 (Riverwalk) – Final Roadway Design

Prepare 100% final roadway design drawings, final quantities, and Engineer's Opinion of Probable Construction Cost, and QC. The final drawings shall include title sheet, typical

section sheet, preliminary plan and profile sheets (7 sheets), and cross section sheets (25 sheets), intersection detail sheets (2 sheets), erosion control sheets (3 sheets), standard detail sheets, and summary of quantities sheets and follow all requirements as described in Smithville's Specification and Design Criteria. Based on the information contained in the final design documents and utility relocation cost, developed detailed quantities, and submit an opinion of probable Total Project Cost (composed of Engineering, Surveying, Construction Observation, Construction and Utility Relocation). This task will also include an internal review of the plan sheets, quantities, and EOPCs.

Tasks 4.6 to 4.14 (2nd Creek) & Tasks 4.4 to 4.13 (Riverwalk) – Environmental Coordination and Final Hydrology and Hydraulics

Final Design tasks include:

- Complete a geomorphic assessment per APWA 5600 recommendations to refine the default stream buffer setback width for approval by City Engineer or their representative.
 - Collect some instream dimensions, complete a bank stability assessment, and consult with Smithville Lake dam operator to determine flow characteristics of Little Platte. Detailed reach length survey will not be completed. Assumes City will provide dam operator contact information.
 - Assumes deliverable will include a memo with summary of methods, data collected and final recommendation.
- Hydraulic analysis (HY-8) and design of outlet protection for up to 2 culverts crossing small tributary drainages of Little Platte River.
- Evaluate bank slope protection under US Highway 169 where proposed trail will cross under existing bridge. Excludes hydraulic analysis, assuming no net fill under bridge.
- Review trail layout and grading at preliminary and final design.
- Complete City of Smithville Floodplain Development Permit application and No-Rise Certification. Assume all trail construction will result in no net fill within the floodway.
- Scope excludes bidding and construction phase services. Assume all specifications related to items in this scope to be provided on the plans.

Tasks 4.20 to 4.23 – Final Utility Coordination

Complete final tasks related to utility coordination, including providing electronic files to utility companies, scheduling and attending utility coordination meeting (1 large group meeting), conflict analysis and review of relocation plans, and completing the status of utilities report.

TASK SERIES 5: TRAFFIC DESIGN

Tasks 5.1 to 5.7 – Preliminary Traffic Design

Prepare preliminary traffic engineering design task including design of HAWK signal at Prairie Rose Circle, preliminary construction sequencing, QA/QC, and preliminary traffic quantities.

Tasks 5.8 to 5.13 – Final Traffic Design

Prepare 100% Final Traffic plans including final HAWK Signal drawings at Prairie Rose Circle, Final Pavement Marking for 2 parking lots, Final Trail signing, wayfinding signing, final

roadway pavement marking and signing, final traffic controls sheets, QA/QC, and final quantities and estimated construction cost.

TASK SERIES 6: GEOTECHNICAL INVESTIGATION

Bruan Intertec, the subcontractor to the ENGINEER, will perform 2 geotechnical borings to aid in the design of the bridge abutments for the pedestrian bridge over 2nd Creek.

TASK SERIES 7: FINAL BRIDGE DESIGN

The ENGINEER prepare 100% Final drawings for the bridge abutment sheets for the pedestrian bridge over 2nd Creek, retaining wall design for the Riverwalk Trail, including QA/QC, final quantities, and estimated construction cost.

TASK SERIES 8: BIDDING AND CONSTRUCTION PHASE SERVICES

The ENGINEER will provide services to prepare the project to be bid for construction. This includes coordination with the city on schedule, contract, bonds, insurance, bid item descriptions, completing the bid form, and attending a pre-bid meeting. The ENGINEER will also provide services pre-construction and during construction to address questions to clarify the design, as needed, for the contractor. Lastly, the ENGINEER will prepare as-built drawings post construction.

COMPENSATION AND SCHEDULE

The ENGINEER fee will be \$391,474 at billing rates and estimates the project will be completed in 2 years or by the 21st of November, 2025..

Smithville Pedestrian Improvement Projects

Figure 1

