

**SCOPE OF SERVICES
Supplemental Agreement #2
North Brighton Avenue Public Roadway Improvements
Kansas City, MO**

The Basic Services provided by Olsson will include splitting the project in two at the NE 72nd Street intersection. South of the project split, designs will continue to a final plan stage for a southern project that extends from Pleasant Valley Road to NE 72nd Street. Final design plans for a northern project that extends from NE 72nd Street to the northern project terminus will not be completed at this time, but rather at a future date as funding becomes available. In addition to the southern project final plans, bidding and construction services will also be included. Additional design plan changes from what was scoped with the supplemental #1 ROW plans will include: removal of the on-street bike lanes in order to reduce construction costs and bike lanes deemed not necessary due to the new 10-foot bike/hike trail along the west side of the road; updated storm system designs to accommodate current city storm design criteria that the city has confirmed do not match the original 2015 storm designs; and revised storm system design and layouts as necessitated by the removal of the bike lanes and the realignment of NE 72nd Street.

N. Brighton Final Plans

Task 2100 – Project Management, Utility Coordination, and General Coordination

1. Project management: Overall project management including design team coordination, point of contact for owner and/or owners' representative, coordinating work of sub-consultants, progress updates, and invoicing.
2. Utility Coordination: Continued utility coordination will be required. The Consultant shall include time for coordination via the phone and emails with affected utilities along with up to four (4) utility coordination meetings. The Consultant will incorporate the utility companies' information into the plans.
3. Monthly Progress Meetings: The Consultant will schedule and attend all monthly progress meetings to review the project with city and discuss any issues that need addressed. (12 meetings)
4. Project Review Meetings: The Consultant will schedule and attend review meetings to receive the City's review comments from the 90% and 100% submittals. (2 meetings)
5. Public Meetings: The Consultant will schedule and attend two (2) open house style public meetings.

Phase 2200 – Final Plans

1. Evaluate original 2015 N. Brighton RCB layout located south of the bridge for an alternative that is less costly and impactful to the sanitary sewers. (See Subconsultant – Taliaferro & Browne, Inc)
2. Project plans will be split at the NE 72nd Street intersection. This will include a pavement transition from the improved roadway section back to the existing roadway section.
3. Modify the North Brighton Avenue storm sewer designs to meet current city storm design criteria as confirmed by Amy Bunnell on 8/29/2024 as summarized below:
 - City adopted the 2006 version of APWA 5600 in July of 2006 with an effective date of October 9, 2006. City also adopted KCMO Supplement No. 1 at the same time. KCMO Supplement No. 2 was adopted in 2008 and relates to Manning's Roughness Coefficients. These documents are available in the Stormwater section of: <https://www.kcwater.us/projects/rulesandregulations/>. Storm design criteria currently posted on the Public Work's website is not accurate and should not be followed.

- Design storm capacity for enclosed systems is the 10% storm per adopted APWA 5601.8.A. & B. The 1% storm needs to be analyzed to ensure buildings are not flooded. Additionally, sumps need to have an overflow path to ensure 1% storm can drain adequately or the system's capacity needs to be increased.
 - Maximum gutter spread: 12.0 feet and may exceed limits per City's adopted version of 5600.
 - Runoff computation methods: Rational method may be used for drainage areas up to 5 acres in size per KCMO Supplement No. 1.
4. Revise the North Brighton Avenue storm sewer layouts due to the removal of the on-street bike lanes and the realignment of NE 72nd Street.
 5. Plans to be updated and progressed to final plans include:
 - a) Cover Sheet
 - b) General Layout
 - c) Alignment Data & Survey Control
 - d) Typical Sections
 - e) Right-of-Way Plans
 - f) Demolition & Removals
 - g) Roadway Plan & Profiles
 - h) Side Street Plan & Profiles
 - i) Intersection Layouts
 - j) Drive Layouts
 - k) Retaining Wall Profiles
 - l) Sidewalk Ramp Designs
 - m) Grading Plan to Update Modified Profile and Cross Sections
 - n) Storm Sewer Profiles
 - i) Update Storm Drainage Map
 - o) Street Lighting Plans (See Subconsultant – Custom Engineering)
 - p) Pavement Marking & Signing Plans (See Subconsultant – Taliaferro & Browne, Inc)
 - q) Traffic Control Plans (See Subconsultant – Taliaferro & Browne, Inc)
 - r) Stormwater Pollution Prevention Plan (SWPPP), including erosion and sediment control plans. Plans shall conform to Kansas City, MO design checklists and requirements. Provide 2 copies of SWPPP notebook to the City at time of bidding. (See Subconsultant – Trekk)
 - s) Standard and Special Details
 - t) Quantity Summary Sheets and Recapitulation Sheets
 - u) Cross Sections
 6. The water main plans will be updated to account for the road plan revisions. (See Subconsultant – Taliaferro & Browne, Inc)
 7. QA/QC of Plans
 8. Submit Plans to City

Phase 2300 – PS&E

1. Provide 95% plans and cost opinion to City for review
2. Upon receipt of City comments on 95% submittal, make necessary modifications and furnish sealed copies of final plans and specifications.
 - a) Plan sets will be provided as follows:
 - half-size (11" X 17") - ten (10) sets
 - full-size (22" X 34") – six (6) sets
 - spec books – ten (10) copies
3. Prepare detailed cost estimate

4. Prepare project manual to include but is not limited to the following (See Subconsultant – Trekk):
 - a) Bid Form
 - b) Measurement & Payment
 - c) Special Conditions

Phase 2400 – Bidding

1. Prepare written addenda to the bidding documents as required and/or requested.
2. Prepare written addenda to the bidding documents for traffic items. (See Subconsultant – Trekk)
3. Consult with and advise the City as to the acceptability of substitute materials and Equipment when substitution prior to the award of the contract is allowed in the bidding documents.
4. Assist the City in analyzing bids and making recommendation for award of the construction contractor.

Phase 2500 – Construction Services

1. **Task 1 – Construction Phase Services** Section 00700 Construction General Conditions (“GCs”) for this project is incorporated. The Design Professional shall provide the services required in Section 00700, including but not limited to the following services and such other services as listed below.
 - a) Attend Pre Construction Conference and review and approve project schedule in accordance with Sec. 00700, Article 2.
 - b) Designate a representative(s) to attend meetings at the job site and review construction procedures as requested. *[SPECIFIER: Optional – Delete if not required.] Regular attendance at _____ meetings is required.*
 - c) Review and approve substitutes and "Or-Equal" Items, submittal of materials and/or certification as required by City, and Shop Drawings in accordance with Sec. 00700, Article 6.
 - d) Review and approve Work Change Directives in accordance with Sec. 00700, Articles 1 and 10.
 - e) Review and approve Change Orders in accordance with Sec. 00700, Articles 10, 11, and 12.
 - f) Review and respond Request for Interpretation (RFI) in accordance with Sec. 00700, Articles 9.
 - g) Determine Unit Prices in accordance with Sec. 00700, Article 9.
 - h) Design Professional will review and approve contractor's Application for Payment, Schedule of Values, and contractor's verification of quantities in accordance with Sec. 00700, Article 14.
 - i) Review and recommend on defective work in accordance with Sec. 00700, Articles 9 and 13.
 - j) Recommend substantial completion, attend project walkthroughs, develop punch list, and approve final payment in accordance with Sec. 00700, Articles 9 and 14.
 - k) Review and recommend on claims and/or disputes in accordance with Sec. 00700, Article 9 and 16.
 - l) Conduct final quantity survey for measurements and elevations. Prepare record drawings to show significant changes made during construction of the project.

Assumptions and Exclusions:

We have made assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- No federal funding will be utilized with this contract.
- Pavement design will follow the City of Kansas City standard thoroughfare roadway section standards for material and thickness and will not be independently developed or evaluated by Olsson.
- The bridge designs are located within the north half of the corridor and are NOT included in these plans.
- The sanitary sewer designs fall within the north half of the corridor and are NOT included in these plans.
- The RCB designs fall within the north half of the corridor and are NOT included in these plans.
- All permit and mitigation fees will be paid by the Client.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities or by contract amendment.

Exclusions that can be added via contract amendment include, but are not limited to, the following:

- Traffic studies
- Signal phasing and/or timing/coordination is not assumed to be a part of this project.
- Structural design for non-standard overhead truss
- Concrete jointing plan
- Utility Potholing
- Detention and water quality design
- CLOMR and LOMRs
- An approved MoDNR State Historic Preservation Office was obtained in 2014. No further approvals are expected at this time. If further investigation is necessary, it will require a contract amendment.
- Permitting beyond those noted in the scope
- Noise study or analysis
- Detailed retaining wall and structural design
- Construction administration, testing, inspection, or observation
- Utility design (electric, gas, comm)
- Sanitary sewer design
- Septic system design
- Waterline system modeling
- Detention and water quality design
- Environmental investigation, permitting beyond those noted in the scope
- 3D renderings and visualizations
- Right-of-way appraisals and negotiations
- Hardscape, amenity, signage, monumentation, and sculpture design
- Architectural services
- Any services not specifically detailed in the scope.

MAN-HOUR ESTIMATE - KCMO NORTH BRIGHTON AVENUE - Supplemental Agreement #2																	
		Hourly Rate	\$250.00	\$250.00	\$222.00	\$197.00	\$149.00	\$132.00	\$126.00	\$140.00	\$160.00	\$125.00	\$165.00	\$100.00			
Phase No.		Description of Work Items / Tasks	TL	PM/SE	SE	Proj Eng	Assoc Eng	AE	SrTech	SVY	SenSVY	SVY 1M	SVY 2M	Admin	Total Manhours	Total Labor Fee	Subtotal
2502		Construction Questions and Meetings		18	4		12	12							46	\$8,760	\$8,760.00
2503		Plan Revisions		4			28		20						52	\$7,692	\$7,692.00
2504		Prepare Final Record Drawings/As-Builts		4			36	20	32						92	\$13,036	\$13,036.00
2505		Construction Progress Meetings (Assume 12 meetings)		36											36	\$9,000	\$9,000.00
			0	62	4	0	76	32	52	0	0	0	0	0	226		\$29,728.00
		Total Manhours	0	312	24	377	648	478	258	0	0	0	0	0	2,097		
		Total	\$0	\$78,000	\$5,328	\$74,269	\$96,552	\$63,096	\$32,508	\$0	\$0	\$0	\$0	\$0		\$349,753	\$349,753.00
		Expenses															\$0.00
		Subconsultants															\$203,158.00
		Total Labor, OH & Profit	\$0	\$78,000	\$5,328	\$74,269	\$96,552	\$63,096	\$32,508	\$0	\$0	\$0	\$0	\$0			\$552,911.00

EXPENSES	
Total Expenses	\$0.00

SUBCONSULTANTS	
Subconsultant: Taliaferro & Browne (RCB/Wat/Sign/Mrkg/Traf Contro	\$68,584.00
Subconsultant: Custom Engineering (Street Lighting)	\$33,795.00
Subconsultant: TREKK (EC/SWPPP/Cont Docs/Bid/Shop Dwgs/QC)	\$100,779.00
Total Subs	\$203,158.00

Additional Services
North Brighton Improvements Pleasant Valley Road to NE 72nd Street
Understandings and Assumptions
February 2025

Taliaferro & Browne proposes to provide the following services as requested:

- Development of final water main relocation plans
- Update and finalize pavement marking and signing plans
- Traffic Control Plans
- Concept RCB Analysis

The project limits are from NE 67th Terrace to NE 72nd Street. It is our understanding that the project will be bid in June or July of 2027 with construction to follow in October of that year. This amounts to an anticipated design duration of over 24 months.

Assumptions:

1. To reduce administrative cost, we have assumed that our work will be completed intermittently over that time frame and have made an allowance for 10 months of Progress meeting and Project Management.
2. 60% Water Main plans have been reviewed by KC Water and adjustments will need to be made to current plans to eliminate work north of 72nd Street and to accommodate final Roadway and Utility plans. This work will need to be deferred until all roadway and utility items have been finalized.
3. It is our understanding that preliminary Signing and Marking plans have been developed. We have included a task for an initial submittal which would involve updating the current plans (base files provided by Olsson) with 90% and 100% plans being deferred until all roadway design has been completed.
4. Traffic Control deliverables are based on providing an initial concept submittal based on anticipated construction phasing with detailed 90% and 100% drawings deferred until all roadway design has been completed.
5. The RCB concept analysis is not tied to the overall plan development schedule and can be undertaken early on. Work will include reviewing existing hydraulic information and development of alternative alignments. Deliverables will consist of alignment exhibits and a letter report to summarize findings.

Additional Services

Brighton Avenue - Pleasant Valley Road to 72nd Street

TB Project Number 64-0330/64-0331

02/23/2023

TALIAFERRO & BROWNE, INC.

TASK	Engineer VIII	Engineer VII	Land Surveyor	Tech. VIII	Admin. Asst.	Survey Crew	Principal	Total	Cost
TASK 100 PROJECT ADMINISTRATION SERVICES									
1. Project Management (1hr per week for 10 mo)	40							40	\$ 9,000.00
2. Progress meetings (Assumed 10)	10							10	\$ 2,250.00
Sub Total Task 100									\$ 11,250.00
TASK 200 FINAL WATER MAIN RELOCATION PLANS									
1. Revise 60% Water Plans to Eliminate work north of 72nd S	2			4				6	\$ 1,222.00
2. Coordinate 60% Plans with Final Roadway Design	2			8				10	\$ 1,994.00
3. Revise Plan Coordinate System to Comply with KCMO GIS				8				8	\$ 1,544.00
4. Develop 90% Plans	2			16				18	\$ 3,538.00
5. Submit 90% Plans to KC Water	2			4				6	\$ 1,222.00
6. Respond to 90% Review Comments & Incorporate Changes		2		8				10	\$ 1,968.00
7. Submit Final Plans & Estimate	2			4				6	\$ 1,222.00
Sub Total Task 200									\$ 12,710.00
TASK 300 SIGNING AND MARKING PLANS									
1. Update Olsson 60% Signing & Marking Plans		4		8				12	\$ 2,392.00
2. Develop 90% Signing & Marking Drawings		8		16				24	\$ 4,784.00
3. Quantities and 90% Cost Estimate	2	4		4				10	\$ 2,070.00
4. 90% Drawing Submittal	2			4				6	\$ 1,222.00
5. Respond to 90% Review Comments & Incorporate Changes		2		8				10	\$ 1,968.00
6. Submit 100% Construction Drawings & Estimate	2			4				6	\$ 1,222.00
Sub Total Task 300									\$ 13,658.00
TASK 400 TRAFFIC CONTROL PLANS									
1. Coordinate Phasing & Sequencing with Olsson	4			4				8	\$ 1,672.00
2. Develop Concept Traffic Control Plan	8			12				20	\$ 4,116.00
3. Sheet up Base Traffic Control Drawings				8				8	\$ 1,544.00
4. Develop 90% Traffic Control Drawings	2	12		24				38	\$ 7,626.00
5. Quantities and 90% Cost Estimate	2			8				10	\$ 1,994.00
6. 90% Drawing Submittal	2			4				6	\$ 1,222.00
7. Respond to 90% Review Comments & Incorporate Changes		2		12				14	\$ 2,740.00
8. Submit 100% Construction Drawings & Estimate	2			4				6	\$ 1,222.00
Sub Total Task 400									\$ 22,136.00

Additional Services
Brighton Avenue - Pleasant Valley Road to 72nd Street
TB Project Number 64-0330/64-0331

02/23/2023

TALIAFERRO & BROWNE, INC.[illegible]



CUSTOM ENGINEERING
MECHANICAL & ELECTRICAL ENGINEERING

February 25, 2025

Ryan Fleming, P.E.
Project Manager / Transportation
Olsson
7301 W. 133rd Street, Suite 200
Overland Park, KS 66213

**RE: North Brighton Street Lighting
Kansas City, MO**

Custom Engineering is pleased to submit the following proposal to provide electrical construction documents and specifications for the approximately 3,500 LF. There are 2 total intersections throughout the project. There are no existing medians and new medians are currently planned to be added along with sidewalks along both sides of the road.

1. Basic Scope of Services

- a. Consultation with Owner/Engineer.
- b. Preparation of Construction Drawings
 - i. Site Visit to verify existing conditions
 - ii. Electrical Plans and AGI lighting design
 - iii. Utility Coordination
 - iv. City of KCMO coordination reviews and comments (60%,90%,100%)
- c. Construction Administration
 - i. Provide Bid Support
 - ii. Answer contractor RFI's
 - iii. Review Shop Drawings
 - iv. CA meeting (2)
 - v. Job Site Observation1 (1)
 - vi. Final punch list observation trip (1)

Project Name: North Brighton Street Lighting

The project limits are: Between Pleasant Valley Pkwy and NE 72nd St

Right of Way Design (30% to 60%):

Meetings:

- 1. Initial site visit to review the site and review existing conditions.
- 2. Project design meeting review at 60%.

Design & Coordination:

- 1. Preliminary design of electrical engineering for street lighting system and associated power distribution.

2. Incorporation of established overall project illumination goals; including research of applicable design standards, codes, and requirements for the City of KCMO and the Illuminating Engineering Society of North America (IESNA), enough to develop general layout and include in final submittal.
3. Photometric analyses starting with Olsson AGI 30% design file, update backgrounds and including general point-by-point calculations to determine mounting heights and pole spacing.
4. Code analysis as it relates to the lighting portion of the project.
5. Coordination with EVERGY for verification of existing conditions.
6. Coordination of lighting design requirements with the city of KCMO Street Lighting Department.
7. Coordination of lighting design with civil and landscape design teams.
8. City specifications on plan.
9. Construction cost estimate and quantities at 60% completion per City submittal review requirements.

Final Design & Coordination 60% to 100%:

Meetings:

1. Project design meeting review(s) at 90% and 100%.

Design & Coordination:

1. Verify from previous phase - Incorporation of established overall project illumination goals; including research of applicable design standards, codes, and requirements for the City of KCMO and the Illuminating Engineering Society of North America (IESNA), enough to develop general layout and include in final submittal.
2. Verify from previous phase - Photometric analyses including general point-by-point calculations to determine mounting heights and pole spacing.
3. Verify from previous phase - Code analysis as it relates to the lighting portion of the project.
4. Additional Coordination of lighting design requirements with the KCMO Street Lighting Department.
5. Additional Coordination of lighting design with civil and landscape design teams.
6. Additional Coordination with EVERGY.
7. Streetlighting systems design drawings and specifications as required scope.
 - a. Electrical engineering including the lighting system and power to lighting system.
 - b. Lighting and electrical construction details.
8. Construction cost estimate and quantities at 100% completion per City submittal review requirements.

Construction Administration

Construction administration consisting of:

1. Response to questions during bidding.
2. Response to contractor RFI's during course of construction via telephone and/or email correspondence.
3. Review product shop drawings/submittals.
4. CA meetings – maximum of 2.
5. Construction observation visits to job site – maximum of 1.
6. Final punch list and report – maximum of 1 for substantial completion.

2. PROJECT SPECIFIC EXCLUSIONS

- A. The following lighting items shall not be provided under the terms of this Agreement:
 1. Pedestrian lighting system secondary to street lighting.
 2. Receptacles in poles
 3. Detailed life-cycle costs and/or energy-use studies.
 4. IECC Energy calculations and submittal forms as may be required by the authority having jurisdiction.
 5. Multiple lighting layouts.
 6. 3D modeling.
 7. Street lighting system for a roundabout.

Additional Excluded Services

The following shall not be provided by CEI under the terms of this Agreement:

1. Storm drainage system design external to the building(s).
2. Design of extension of water, sewer, storm, gas, electric and telephone utilities to the site.
3. Construction coordination meetings or visits to the job site during construction.
4. Detailed life-cycle costs and/or energy-use studies.
5. Design of telephone, data, audio/visual, network and security systems. CEI will only provide conduit (pathway and locations) and boxes to support these systems.
6. Special studies, reports or others items requested by lenders or governmental agencies are not provided.
7. Over-current Protective Device Coordination Calculations and Study Reports.
8. Arc Flash Calculations and Study Reports.
9. See "Excluded Services" under Terms and Conditions for additional items not included.
10. Fire Protection and Fire Alarm Design
11. Lighting-Roadway Lighting including lighting for landscape features and site.
12. CEI to be provided with cutsheets of plumbing fixtures and accessories (plumbing fixtures and accessories selected and specified by Architect). Plumbing fixture accessories to include but are not limited to faucets, sinks, shower pans and drains, tub and shower surrounds, shower doors, and counter tops.

3. REIMBURSABLE EXPENSE

- A. For reimbursable expenses, including out-of-town travel and living expenses, drawing reproductions, disposable personal protective equipment, postage and express mailing, courier service or handling charges, and other directly attributable to the project, the fixed multiple of 1.1 times the actual cost to us, will be charged **(included in fee)**.

Plots 11 x 17	\$4/sheet
Plots 24 x 36	\$8/sheet
Copies	\$0.35/copy
Digital Color Prints	\$1.20/ 8.5 x 11
Computer CD	\$25
Mileage	\$0.70/mile

4. COMPENSATION TO ENGINEER

- A. Custom Engineering shall be paid monthly based on the percentage complete or on a phase of project completion basis. Services can be terminated at any time. The partial fee covering an uncompleted phase will be determined at the time of separation. Should the Contract be unpaid and require collection after the due date on our invoice, 1-1/2% per month interest and collection charges shall be added to the fee.
- B. Custom Engineering will provide Design, Bid and Construction Phase Services on this project for the fee of **\$33,795.**
- C. Payments for Basic and Additional Services shall not exceed the following percentages of the total Fee for Basic and Additional Services at the completion of each Phase of the Architect/Engineer's Work:

Right of way plans (60% design)	40%
Construction documents (100% design)	40%
Construction Administration	<u>20%</u>
TOTAL	100%

- D. **Additional Services:** Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be billed on a time and expense basis for any Additional Services authorized in writing by the Client, and will be billed separately at the prevailing hourly rates at the time of request:

Principal	\$260.00
Project Manager	\$255.00
Sr Elect	\$225.00
Elect III	\$182.00
Elect II	\$170.00
Elect I	\$165.00
Sr. Mech	\$225.00
Mech III	\$182.00
Mech II	\$170.00
Mech I	\$165.00
Cadd/BIM	\$152.00
Proj Assist	\$115.00
Commissioning Technician (CXT)	\$170.00
Commissioning Agent (CxA)	\$225.00

5. TERMS AND CONDITIONS

This Agreement for professional services has been entered into by the Client, and CEI, Inc. The name CEI shall pertain to all employees, officers, directors, and all divisions of CEI, Inc.

- A. **Performance of Services:** CEI shall perform the basic services as outlined above, and any additional services as required or directed by the Client in consideration of the fee arrangements and payment terms described in "Compensation" above.
- B. **Excluded Services:** Other services available from CEI and applicable to the project have been made known and explained to the Client. Where CEI has deemed a service needed or advisable, CEI has made this opinion known to the Client and the Client has confirmed his or her opinion that such services are not requested from a source other than CEI. These excluded services include:
 - 1. Civil Engineering.
 - 2. Extensive Lighting Design Documentation. Photometric lighting level calculations for each room/space will not be provided. Photometric calculations for normal lighting conditions for a typical room or area type, i.e. a corridor of a certain width, may be furnished upon request. Coordination with the Architect is limited to two (2) reflected ceiling plan (RCP) revisions beyond the original RCP and two (2) coordination meetings. Lighting design will only include what is required by code for emergency egress illumination.
 - 3. Fire Alarm Construction Drawings (Only a performance specification and panel location will be provided).
 - 4. Structural Engineering.
 - 5. Fire Protection Construction Drawings (with all mains, branches and heads shown and sized on drawings).
 - 6. Full-time, on-site construction observation.
 - 7. Providing financial feasibility or other special studies.
 - 8. Providing extraordinary services to investigate existing conditions or facilities or to make measured drawings thereof.
 - 9. Providing formal life-cycle cost studies of mechanical and/or electrical systems.
 - 10. Providing revisions of drawings, specifications or other documents when such revisions are required by changes to previously approved design criteria.
 - 11. Providing consultation concerning replacement of any work damaged by fire or other causes during construction.
 - 12. Providing professional services made necessary by the default of the contractor or by major defects in the work of the contractor in the performance of the Construction Contract.
 - 13. Providing services or special consultants for other than the normal mechanical, electrical and plumbing engineering services for the Project.

14. Preparing to serve or serving as an expert witness in connection with any public hearing, or legal proceeding where CEI is not a named party to such a hearing or proceeding.
 15. Preparing detailed cost estimates or opinions of probable construction cost.
 16. LEED energy points - due to the complexity of energy models and how different systems react in an energy model and the varying interpretations by LEED reviewers, we cannot assure any certain number of points will be achieved through energy savings.
- C. **Betterment:** If, due to the Engineer's error, any required item or component of the project is omitted from the Construction Documents produced by CEI, CEI's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. In no event will CEI be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
 - D. **LEED:** Although Consultant will participate in formulating LEED Strategies to maximize obtaining points for LEED Certification, the Consultant makes no guarantee USGBC will award points for which Consultant directly participated such as Energy and Atmosphere, Water Efficiency Indoor Environmental Quality, Sustainable Sites, and Innovation and Design.
 - E. **Indemnification:** Indemnification: The Consultant agrees, to the fullest extent permitted by laws, to indemnify and hold harmless the Client against damages, liabilities and costs arising from the negligent acts of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Consultant and the Client. The Consultant shall not be obligated to indemnify the Client for the Client's own negligence. The Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold CEI harmless from any claim, liability or cost, including reasonable attorney's fees and cost of defense, for injury or loss arising or allegedly arising from CEI's failure to perform a service listed above and excluded at the Client's direction.
 - F. **Limitation of Liability:** In recognition of the relative risks and benefits of the project to both the Client and CEI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of CEI and their sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this agreement from any cause or causes, so that the total aggregate liability of CEI and their sub-consultants to all those named shall not exceed CEI's total fee for services rendered on this project. Such claims and clauses include, but are not limited to design professional's negligence, errors, omissions, strict liability, or breach of contract.
 - G. **Insurance:** During the period this contract is in force, Custom Engineering shall carry Workmen's Compensation Insurance, Public Liability Insurance, and Professional Liability Insurance in the amounts of \$1,000,000/\$1,000,000/\$2,000,000 respectively.
 - H. **Jobsite Safety:** Neither the professional activities of CEI, nor the presence of his or her employees and sub-consultants at a construction site, shall relieve the Contractors and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing or coordinating all portions of the Work of construction in accordance with the contract documents and any health/safety precautions required by regulatory agencies. CEI and their personnel have no authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health/safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, CEI and CEI's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.
 - I. **Hazardous Materials:** Both parties acknowledge that CEI's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event CEI or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of CEI's services, CEI may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

- J. **Information Provided by Others:** CEI shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to CEI such information as is available to the Client and the Client's consultants and contractors, and CEI shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for CEI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees to indemnify and hold CEI and CEI's subconsultants harmless from any claim, liability or cost for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to CEI.
- K. **Opinions of Probable Costs:** In providing opinions of probable cost, the Client understands that CEI has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of CEI's qualifications and experience. CEI makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. CEI shall be compensated as Additional Service, as provided for herein, for all time spent to review, redesign and to incorporate revisions due to probable costs.
- L. **Value Engineering:** If the Client retains the services of a Value Engineer (VE) or allows the General Contractor or any of his or her subcontractors to function as a VE to review the Construction Documents prepared for this project by CEI, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of CEI's services. All recommendations of the VE shall be given to CEI for their review, and adequate time will be provided for CEI to respond to these recommendations. CEI shall be compensated as Additional Service, as provided for herein, for all time spent to review the recommendations of the VE and to incorporate those accepted by both the Client and CEI. If CEI objects to any recommendations made by the VE, CEI shall so state in writing to the Client, along with their reasons for objecting. If the Client insists on incorporating in the Construction Documents any changes to which CEI has objected in writing, the Client agrees to indemnify and hold CEI harmless from any damage, liability or cost which arise in connection with or as a result of the incorporation of such design changes insisted upon by the Client.
- M. **Unauthorized Changes:** In the event that the Client consents to, allows, authorizes or approves of changes to the Construction Documents, and these changes are not approved in writing by CEI, the Client recognizes that such changes and the results thereof are not the responsibility of CEI. Therefore, the Client agrees to release CEI from any liability arising from the construction, use or result of such changes. In addition, the Client agrees to indemnify and hold CEI harmless from any damage, liability or cost arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of CEI.
- N. **Design without Construction Phase Services:** It is understood and agreed that CEI's Standard Basic Service under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against CEI that may be in any way connected thereto. The Client agrees to indemnify and hold CEI harmless from any loss, claim or cost arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of CEI.
- O. **Changed Conditions:** The Client shall rely on CEI's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to CEI. Should CEI call for contract negotiations, CEI shall identify the changed conditions necessitating renegotiation, and CEI and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

- P. **Defects in Service:** The Client shall promptly report to CEI any defects or suspected defects in CEI's work or services of which the Client becomes aware, so that CEI may take measure to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's contractors or subcontractors to promptly notify CEI, shall relieve CEI of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- Q. **Dispute Resolution:** Any claims or disputes between the Client and CEI arising out of the services to be provided by CEI or out of this Agreement shall, as a condition precedent to litigation, be submitted to non-binding mediation. The Client and CEI agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
- R. **Ownership of Documents:** All documents, including all documents on electronic media, prepared by CEI under this Agreement are instruments of CEI's professional service and shall remain the property of CEI and may not be used by the Client for any other purpose without the written prior consent of CEI.
- Q. **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay CEI for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as a result of termination.
- R. The Client confirms that neither the Consultant nor any of Consultant's sub-consultants or sub-contractors owes a fiduciary responsibility to the Client or owner. The Client shall, as a material element of the consideration the Consultant requires for performance of the services enumerated herein, require Owner to formally recognize this provision in Client's agreement.
- S. **REUSE OF DOCUMENTS:** All documents, including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Engineer, Owner or others on modifications or extensions of the Project or on any other project without compensation. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Consultant.

6. TERMS AND CONDITIONS FOR ALL THE COLLECTION OF PROFESSIONAL SERVICE FEES

- A. **Interest:** If payment is not received by CEI within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
- B. **Collection Costs:** In the event legal action is necessary to enforce the payment provisions of this Agreement, CEI shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by CEI in connection therewith and, in addition, the reasonable value of CEI's time and expenses spent in connection with such collection action, computed at CEI's prevailing fee schedule and expense policies.
- C. **Suspension of Services:** If the Client fails to make payments when due or otherwise is in breach of this Agreement, CEI may suspend performance of services upon five (5) calendar days' notice to the Client. CEI shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.
- D. **Set-Offs, Back-Charges, Discounts:** Payment of Invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
- E. CEI shall have ability to claim energy tax credits (EPACT) for those portions of the scope for which it is responsible for, i.e, HVAC and lighting.

7. **EXTENT OF AGREEMENT**

This proposal represents the entire agreement between the Client and CEI, Inc. and supersedes all prior negotiations, representations or agreements, whether written or oral. This agreement may be amended only by written instrument signed by both the Client and CEI, Inc. Please review this proposal, sign and return one copy to CEI, Inc. We look forward to working with you on this project. If CEI's involvement in the design of the project has not started within 6 months of the date of this agreement, CEI reserves the right to modify the fee. Agreement shall be signed by client within 60 days of writing.

Joseph T. Davis, P.E.
Chief Executive Officer
Custom Engineering, Inc.

Date

I have read the above agreement and accept the terms and conditions stated herein:

Ryan Fleming, P.E.
Project Manager / Transportation
Olsson

Date

ATTACHMENT A
DESIGN PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES
PROJECT NO. _____

1. **Task 1 – Construction Phase Services** Section 00700 Construction General Conditions (“GCs”) for this project is incorporated. The Design Professional shall provide the services required in Section 00700, including but not limited to the following services and such other services as listed below.
 - a. Attend Pre Construction Conference and review and approve project schedule in accordance with Sec. 00700, Article 2.
 - b. Designate a representative(s) to attend meetings at the job site and review construction procedures as requested. *[SPECIFIER: Optional – Delete if not required.]* Regular attendance at _____ meetings is required.
 - c. Review and approve substitutes and "Or-Equal" Items, submittal of materials and/or certification as required by City, and Shop Drawings in accordance with Sec. 00700, Article 6.
 - d. Review and approve Work Change Directives in accordance with Sec. 00700, Articles 1 and 10.
 - e. Review and approve Change Orders in accordance with Sec. 00700, Articles 10, 11, and 12.
 - f. Review and respond Request for Interpretation (RFI) in accordance with Sec. 00700, Articles 9.
 - g. Determine Unit Prices in accordance with Sec. 00700, Article 9.
 - h. Design Professional will review and approve contractor’s Application for Payment, Schedule of Values, and contractor’s verification of quantities in accordance with Sec. 00700, Article 14.
 - i. Review and recommend on defective work in accordance with Sec. 00700, Articles 9 and 13.
 - j. Recommend substantial completion, attend project walkthroughs, develop punch list, and approve final payment in accordance with Sec. 00700, Articles 9 and 14.
 - k. Review and recommend on claims and/or disputes in accordance with Sec. 00700, Article 9 and 16.
 - l. Conduct final quantity survey for measurements and elevations. Prepare record drawings to show significant changes made during construction of the project.
 - m. *[SPECIFIER: This task applies only to applicable Bridge Projects.]*
 - n. Provide Load Rating Calculations and complete Structural Inventory Appraisal Sheet.



2025 Fee Estimate Worksheet

Project Name & Number KCMO N. Brighton Avenue Phase 2 - Roadway (Pleasant Valley to 72nd Street)

		Project Principal	Project Manager	Project Engineer I	CAD Designer	Administration	Mileage	Labor Sub-Total	Units Sub-Total	Direct Exp Sub-Total	TOTAL
Fee Billing Rate		\$283.00	\$185.00	\$150.00	\$115.00	\$115.00	\$ 0.700				
WORK TASK DESCRIPTION											
1100 Project Adminstration								\$ 13,360.00	\$ -	\$ -	\$ 13,360.00
1101	Project Admin and Meetings (Assumes 12 months)	6	12	6		12		\$ 6,198.00	\$ -	\$ -	\$ 6,198.00
1102	Progress Meetings (Assumes 12 months with monthly mtgs at 1.5 hr/each)	4	18	18				\$ 7,162.00	\$ -	\$ -	\$ 7,162.00
								\$ -	\$ -	\$ -	\$ -
Phase 2 - Road								\$ 87,195.00	\$ -	\$ 224.00	\$ 87,419.00
2100	Prepare Project Specifications							\$ -	\$ -	\$ -	\$ -
2101	Preliminary 90% Design Specifications		16	60				\$ 11,960.00	\$ -	\$ -	\$ 11,960.00
2102	QAQC		8					\$ 1,480.00	\$ -	\$ -	\$ 1,480.00
2103	Final 100% Design Specifications		16	20				\$ 5,960.00	\$ -	\$ -	\$ 5,960.00
2104	Attend virtual review meeting		1	1				\$ 335.00	\$ -	\$ -	\$ 335.00
2105	QAQC plans		24	40				\$ 10,440.00	\$ -	\$ -	\$ 10,440.00
								\$ -	\$ -	\$ -	\$ -
2200	Prepare Project SWPPP							\$ -	\$ -	\$ -	\$ -
2201	KCMO Template		8	16				\$ 3,880.00	\$ -	\$ -	\$ 3,880.00
2202	Provide APWA EC Details in Appendix of SWPPP		2	8	8			\$ 2,490.00	\$ -	\$ -	\$ 2,490.00
Permits will not be coordinated beyond the City submittal for SWPPP approval. See Notes below.								\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -
2300	Bidding and Construction							\$ -	\$ -	\$ -	\$ -
2301	Bid Assistance		8	12				\$ 3,280.00	\$ -	\$ -	\$ 3,280.00
2302	Pre-Construction Meeting		4	4				\$ 1,340.00	\$ -	\$ -	\$ 1,340.00
2303	Attend mtgs at job site/review construction procedures (Up to 6 mtgs @ 2 hrs/each)		12	12				\$ 4,020.00	\$ -	\$ -	\$ 4,020.00
2304	Material submittal and shop drawing review/ Or Equal items		20	50				\$ 11,200.00	\$ -	\$ -	\$ 11,200.00
2305	Review work change directives		8	16				\$ 3,880.00	\$ -	\$ -	\$ 3,880.00
2306	Review and approve change orders		8	16				\$ 3,880.00	\$ -	\$ -	\$ 3,880.00
2307	Review and respond to RFIs		12	24				\$ 5,820.00	\$ -	\$ -	\$ 5,820.00
2308	Determine unit prices		8	8				\$ 2,680.00	\$ -	\$ -	\$ 2,680.00
2309	Review and approve Contractor SOV & Pay Application (Up to 12 pay apps @ 2 hrs/each)		6	24				\$ 4,710.00	\$ -	\$ -	\$ 4,710.00
2310	Review and recommend defective work		8	8				\$ 2,680.00	\$ -	\$ -	\$ 2,680.00
2311	Punch List and Project Closeout		8	16			160	\$ 3,880.00	\$ -	\$ 112.00	\$ 3,992.00
2312	Review and recommend on claims		8	12			160	\$ 3,280.00	\$ -	\$ 112.00	\$ 3,392.00
								\$ -	\$ -	\$ -	\$ -
TOTAL MAN-HOURS / QUANTITY		10	215	371	8	12	320				
UNIT RATE		\$283.00	\$185.00	\$150.00	\$115.00	\$115.00	\$ 0.70				
TREKK DESIGN GROUP FEE TOTAL		\$2,830.00	\$39,775.00	\$55,650.00	\$920.00	\$1,380.00	\$ 224.00	\$100,555.00	\$ -	\$ 224.00	\$100,779.00

- NOTES
- 1 We assume that the SWPPP will be KCMO Template dated x/xx/xxxx and the LDP will be City administered. Coordination with MDNR, USACE, or any other agencies is not included in fee.

2 The Contractor shall be responsible for updating and keeping

3 The Contractor shall be responsible for all log or SWPPP modifications, inspections, and updates during Construction. All EC and SWPPP inspections shall be the responsibility of the Contractor. The Contractor shall complete all inspections during inspection and update SWPPP with inspection logs and photos.