

SCOPE OF SERVICES

PROJECT DESCRIPTION AND GENERAL INFORMATION

City of Republic – Intersection of Route ZZ & Hines Street has been developed to construct intersection improvements at S Route ZZ and East Hines Street in Greene County.

The CONSULTANT shall provide the professional, technical and other personnel resources, equipment, materials and all other things necessary to prepare the Traffic Safety & Operations Report, Conceptual Report, Survey, Preliminary Plans, Right of Way plans, PS&E Plans and Utilities Coordination.

The CONSULTANT shall perform the following services, all in accordance with the standard practice of the CITY as outlined in the MoDOT Engineering Policy Guide (EPG) and using AASHTO Green Book and other resources as listed in the EPG.

A more detailed description of the process and requirements used by MoDOT for completion of the design may be found in the EPG. The consultant is encouraged to review the appropriate sections of the manual as a means to supplement the information contained in the scope of services and provide additional guidance in the requirements and expectations of MoDOT for completion of the design services.

Services rendered by the CONSULTANT, which are considered additional services, will be addressed per paragraph (3), Additional Services of the Project Design Consultant Agreement. The provisions of the Design Consultant Agreement outlining the responsibilities of the CONSULTANT regarding the quality and accuracy of the deliverables and products shall apply to any decisions regarding determinations of additional services.

Preparation of a supplemental agreement is necessary prior to performance of any work, which is considered as additional services, not included in the original scope of services. The CONSULTANT will not be compensated for additional services performed prior to execution of a supplemental agreement. Only additional services, which are required due to changed or unforeseen conditions or are due to a change in the specified end product, will be considered for inclusion in a supplemental agreement.

The CONSULTANT shall prepare all plans through use of a Computer Aided Design and Drafting (CADD) program. The CONSULTANT is responsible for verifying with MoDOT Design CADD Services the required current software version that shall be used to prepare the plans, and the format in which all electronic deliverables shall be submitted. The CONSULTANT shall conform to the Missouri Department of Transportation Specifications for Computer Deliverable Contract Plans as referenced in the EPG. Unless otherwise specified all plan sheets and CADD plots shall

be electronically delivered to the CITY as 22-inch by 34-inch sheets and shall conform to the Specifications for Computer Deliverable Contract Plans.

The CONSULTANT shall review "as built" plans, aerial photographs, manuscripts, etc. and other information to be provided by the CITY and MODOT and make the necessary field investigations to assure that there have been no significant changes since the information was recorded or obtained.

The CONSULTANT will be required to produce and update the construction cost estimates for these projects at the completion of each major milestone, or at a minimum of every six months. The major milestones for this project are defined as the preliminary design, right of way design, and final design.

This scope of services is intended to be an accurate description of the items and tasks required for completion of the design of this project. However, each project is unique and may require more or less effort in an individual task to complete the design. The following information will explain and define in general terms the major design items of importance relating to this project. All the elements of work that are necessary to satisfactorily complete the design of this project will be listed.

I. ADMINISTRATION, PROJECT MANAGEMENT, AND COORDINATION

The CONSULTANT shall perform the following Administration/Project Management and Coordination tasks:

1. Coordinate with City of Republic & MoDOT Project Manager to plan the kick-off core team meeting.
2. Participate in the kick-off core team meeting, inviting any sub consultants that need to attend. It is assumed that this will be a virtual meeting.
3. Plan and participate in virtual core team meetings with City of Republic & MoDOT. A total of four (4) virtual core team meetings is anticipated for this contract.
4. Prepare minutes for all meetings and provide the minutes and action items to the MoDOT Project Manager for distribution to the core team.
5. Prepare monthly progress reports that include the following:
 - a. Past month's activities/accomplishments
 - b. Pending issues and decisions
 - c. Problem areas and recommended corrective actions
 - d. Schedule summary status (chart showing baseline schedule vs. actual schedule)
 - e. Next month's planned activities/goals
 - f. Summary of coordination efforts (including correspondence summaries)

6. All of the above shall include/address sub-consultant tasks.

II. PUBLIC INVOLVEMENT

The CITY will be the main point of contact for receiving calls from the public. The CONSULTANT will interact with external agencies and the public as required to accomplish the scope of services of this contract.

1. The CONSULTANT shall attend meetings with regulatory agencies, organizations, county officials, local municipalities, property owners and other entities as required by the CITY.
2. The CONSULTANT will be required to attend public meetings/hearings. It is anticipated that two (2) in-person public meeting/hearings will be required for these projects.
3. The CONSULTANT shall participate in planning meetings with MoDOT personnel before external agency and public meetings.
4. The CONSULTANT shall provide exhibits for the public meeting based on conceptual/preliminary drawings as requested by the CITY.
5. The CITY shall advertise for meetings, obtain the meeting location and room, produce copies of handouts and perform mass mailings of notices of meetings or hearings, and newsletters.
6. The CITY shall record and prepare the meeting minutes of the public meeting and shall prepare the transcript, if applicable.

III. SURVEYING

The CONSULTANT shall be responsible for performing all necessary site-specific topographic surveying .

1. The Consultant shall follow MoDOT's Surveying Policies and Guidelines as stated in the Engineering Policy Guide.
2. The survey data shall be based on the Missouri State plane coordinate system and modified by a factor provided by the CITY. All elevations and vertical control shall be based on NAVD 88.
3. The CONSULTANT shall be responsible for additional topographic survey and all surveying items necessary to provide preliminary plans, right of way, legal descriptions and final plans.
4. The CONSULTANT shall provide all land survey control information for the project, including benchmarks and alignment reference ties, horizontal and vertical survey control.

5. If necessary for the project, the CONSULTANT will establish or re-establish any necessary section corners or land-ties.
6. The Consultant shall locate all Section Corners, Quarter Section Corners, and personal property monuments within the project limits.
7. Consultant shall order and obtain title work.
8. Consultant shall prepare easement documents for two (2) parcels.
9. The CONSULTANT shall be responsible for staking tentative right of way on individual properties one (1) time for each parcel, during right of way negotiations and acquisition phase of the project.
10. The CONSULTANT shall provide surveying and staking for utility relocations, providing stations and offsets. The CONSULTANT shall provide elevations as needed.

IV. UTILITY COORDINATION

The CONSULTANT shall lead the effort on utility coordination and shall work with the professional land surveyors for the following project documentation and plan details:

1. Review completed topographic surveys to develop preliminary plans, right-of-way plans and final roadway plans, including any necessary improvements and existing topography within the limits of the project. Topographic surveys shall consist of pertinent topographic features, but not limited to:
 - a. existing drainage and sanitary structures (pipes, types, flowlines, sizes) where pipe improvements were identified during the concept and preliminary phases
 - b. all identifiable utility locations and equipment at signalized intersections and longitudinal areas in between intersections that are adversely impacted
 - c. existing signal, lighting and any ITS equipment inside slope limits
 - d. sign posts, size, identification and photo log
2. Field locate visible above ground evidence of utilities located within the project area. "Missouri One Call" and MoDOT will be contacted, and a formal request will be submitted for marking the locations of member utilities. In the event that "Missouri One Call" fails to respond, in whole or in part, to the formal request, underground facilities, structures, and utilities will be plotted from surveys and/or available records. The locations of all utilities are to be considered approximate. There may be other utilities, whose existence may not be known at the time of the survey.
3. Consultant utility manager to coordinate with surveyors on underground utility locates.
4. Coordinate to obtain One-Call tickets to have utilities located in identified areas of proposed project. An estimate of one (1) MO One Call ticket for every 400 linear feet of roadway is reasonable for preliminary design. Additional MO One Call tickets after

preliminary design is complete will be required where additional items were added to the final design plans compared to the concept design plans.

5. Coordinate with surveyor to complete utilities survey and verify completeness and accuracy of utility topographical survey. Service connections shall be included as part of the utility survey.
6. Coordinate with utility companies on the development of the plan of adjustment and obtain cost estimates for reimbursable utilities for the City's review and approval.
7. Show the existing utility facilities and plan of adjustments for proposed utilities facilities in the contract plans. (plans sheets, cross sections, culvert sections).
8. Work with the various utility owners to determine if any needs for renewals within the project limits.
9. Coordinate relocation of each impacted utility on the project during design.
10. Assist City in the preparation of agreements.
11. Identify locations for power service needs, prepare service request for submittal and coordinate with the power company to obtain estimated costs.
12. Coordinate with City Project Manager regarding the need for test holes and initiating the potholing with the applicable utility owner. Provide test hole information at critical utility locations to the City Project Manager.
13. Prepare utility job special provision and information for the preparation of the Utility Status Letter.

V. GEOTECHNICAL SERVICES

Performance of work for geotechnical services requires a supplemental agreement.

The CONSULTANT shall be responsible for performing all geotechnical investigation and reporting work necessary for providing a Preliminary Geotechnical Report for the project.

1. The CONSULTANT shall be responsible for attaining all necessary permits to perform the prescribed work, and shall coordinate with MoDOT Traffic (Permit) Staff to obtain permits.
2. The CONSULTANT shall be responsible for Temporary Traffic Control during all drilling operations. Temporary Traffic Control shall follow the requirements in the Manual on Uniform Traffic Control Devices. If drilling operations require lane restrictions or closures, then the drilling operations shall take place between the hours of 8:00 p.m. and 6:00 a.m.

3. The CONSULTANT shall provide a Preliminary Geotechnical report (PGR) in accordance with EPG Articles 320 and 321. Items to be addressed are:
 - a. Soil types and geologic formations to be encountered across the project;
 - b. Excavation classification;
 - c. Grading recommendations;
 - d. Slope Recommendations in accordance with Table 321.1;
 - e. Unsuitable materials (if encountered); and
 - f. Settlement Investigation (if needed).
4. Borings may be advanced by continuous flight auger, SPT sampling methods using a *calibrated* automatic hammer, CPT, or other approved exploration methods. Bedrock should be cored with an appropriate (NX/NQ/etc.) size core barrel, photographed, and placed in core boxes. One sample per 5 feet of core run is typically sufficient. The CONSULTANT shall provide sufficient laboratory testing to provide the required engineering properties.
5. The CONSULTANT shall provide, at a minimum, the following information on the boring logs:
 - a. N value of blows per foot;
 - b. N_{60} value of blows per foot (corrected for the energy efficiency of the auto-hammer);
 - c. Energy efficiency of the auto hammer;
 - d. Drilling equipment identification;
 - e. Boring locations (stations and/or coordinates, and elevations with datums); and
 - f. Laboratory test results (if not possible, laboratory test results should be provided within the Preliminary Geotechnical Report).
6. Standard penetration testing (SPT) and split-barrel sampling shall be performed in accordance with ASTM D1586 using an automatic hammer in accordance with Section

7.4.1 Method A. The automatic hammer shall be calibrated in accordance with manufacturer's recommendations and ASTM D4633 at least every 2 years or sooner as required therein. The calibration report shall be prepared in accordance with ASTM D4633 and shall be signed and stamped by a professional engineer. During field exploration, the automatic hammer shall be run in accordance with manufacturer's recommendations and in accordance with the settings and rates that were used during the hammer calibration.

7. The CONSULTANT shall provide, at a minimum, a Geologist Registrant In Training (GRIT) or an Engineer Intern (EI) to log the borings in the field per MoDOT's logging protocol. The engineer or geologist shall have at least 2 years of experience logging boreholes. Logs shall be reported in gINT format. The CITY will provide preferred gINT templates when requested. At final submittal, the CONSULTANT shall provide a copy of the electronic gINT file, in addition to the final report deliverables.
8. All boring holes shall be filled with auger cuttings, cement bentonite mix, or grout, as appropriate for the location.
9. Public utilities shall be notified via Missouri One-Call before drilling begins.
10. The CONSULTANT shall provide staking for boring locations.

VI. TRAFFIC STUDY AND ALTERNATIVES ANALYSIS

1. The CONSULTANT shall review existing traffic data, crash data (5-years), utility, drainage, right-of-way, and pertinent planning information.
2. The CONSULTANT shall collect new 24-Hour turning movement counts at the intersection of S Route ZZ and E Hines Street.
3. The 5-year crash data shall be provided in summary tables by MoDOT or the City, or otherwise be made available to the CONSULTANT through the MoDOT DataZone website.
4. The CONSULTANT shall complete an existing conditions safety evaluation including a review of intersection crash rates, severity, and possible contributing factors based on the available crash summary data.
5. The CONSULTANT shall complete an existing conditions Synchro model for the study intersection for the existing AM and PM peak-hour traffic volumes.

6. The CONSULTANT shall review the following conceptual improvements in the Alternatives Analysis and Conceptual Report stages for the study intersection of S Route ZZ and E Hines Street:
 - a. Concept 1 – Installing turns lanes and traffic signals.
 - b. Concept 2 – Installing a roundabout.
7. The CONSULTANT shall complete review of all applicable traffic signal warrants following the Manual on Uniform Traffic Control Devices (MUTCD) Chapter 4C based on available data.
8. The CONSULTANT shall project future Build year (2026) and Design year (2046) traffic volumes.
9. Using the Build year 2026 peak hour volumes, the CONSULTANT shall develop models for each concept listed above for the “No Build” and “Build” scenarios. The CONSULTANT will compute 2026 LOS and delay for each improvement concept.
10. Using the future 2046 peak hour volumes, the CONSULTANT shall develop models for each concept listed above for the “No Build” and “Build” scenarios. The CONSULTANT will compute 2046 LOS and delay for each improvement concept.
11. Synchro will be used for stop-controlled and signalized alternatives referencing HCM methodologies. Sidra will be used for the roundabout alternative analysis.
12. The CONSULTANT shall include a 2026-2046 predictive safety evaluation following the Highway Safety Manual (HSM) methodologies for the “No Build” and “Build” scenarios. Available Crash Modification Factors (CMFs) will be applied to the “build” alternatives so that a safety comparison can be made for the stop control, signal and roundabout alternatives.
13. The conceptual drawings/layouts shall include basic geometric elements to be used to discuss improvements and limits of construction and shall be of a quality to be used in public involvement activities.
14. The CONSULTANT shall develop a conceptual opinion of probable construction cost for each alternative using current year bid tabulations to formulate an order of magnitude cost for each improvement concept, including anticipated Right of Way and Utilities costs.
15. The CONSULTANT shall prepare a Project Alternatives Report (attachment to the Conceptual Report) in accordance with the MoDOT EPG that includes plans, estimates, summary of safety and operational analysis of each improvement concept, and benefit-cost analysis that includes safety and intersection delay benefits versus project costs.

VII. CONCEPTUAL REPORT

CONSULTANT's attention is directed to Section 128 of MoDOT's Engineering Policy Guide (EPG) for general guidelines and requirements for the conceptual study. Building on the outcomes recommended in the Traffic Operational and Safety Study the CONSULTANT will develop conceptual drawings for the approved improvements.

1. The CONSULTANT shall review "as built" plans, aerial photographs, manuscripts, etc. and other information to be provided by the CITY before visiting the project site location. The CONSULTANT shall perform a field investigation to assure that there have been no significant changes since the information was recorded or obtained.
2. The CONSULTANT shall document the extent of improvements, location of improvements (side of road, intersection quadrant, etc.), project exceptions and overall intent of the improvements.
3. The CONSULTANT shall document any known or observed utilities within the improvement locations, summarizing potential conflicts with the proposed improvements.
4. The CONSULTANT shall prepare an opinion of cost for the proposed improvements. The estimates shall include construction cost, right of way costs, specialty costs for signals, signing, and lighting revisions, and potential for any utility adjustments. The consultant shall prepare an estimate using MoDOT's latest version of the estimating tool (BidTabsPro), utilizing district, county and statewide averages for item costs. If needed, square foot right of way cost estimates and utility relocation cost shall be provided by MoDOT.
5. The CONSULTANT shall summarize the determinations made during the Alternatives Analysis, with the recommended improvement, in the Conceptual Study Report. The Alternatives Analysis should be an attachment to the Conceptual Report.
6. The CONSULTANT shall exhibit proposed improvements in a plan view superimposed over an aerial image, such as Google Earth.
7. The CONSULTANT shall submit the following for the Conceptual Design:
 - a) One (1) electronic copy cost estimate in .pdf form.
 - b) One (1) preliminary stage Request for Environmental Review (RER) submittal documents.
 - c) One (1) electronic copy of the Conceptual Study Report.
 - d) One (1) file showing proposed improvements in a plan view superimposed over an aerial image, such as Google Earth.

VIII. PRELIMINARY DESIGN

The CONSULTANT's attention is directed to Section 235 of MoDOT's Engineering Policy Guide (EPG) for general guidelines and requirements for preliminary design.

1. The CITY shall furnish the Consultant the pavement design recommendation and general special provisions to be used in the preliminary plans.
2. At a minimum, the following shall be submitted for the Preliminary Plans:
 - a. Preliminary Plan Title Sheet
 - b. Typical Sections – The CONSULTANT shall also use the ADA streamlining typical sections, as applicable.
 - c. Plan Sheets at 1" = 20' horizontal (or different scale as determined by MoDOT Project Manager for clarity) and extend to 100 feet beyond the project limits.
 - d. Paved Approaches – the plan sheets shall include existing and proposed paved approach information, including:
 - i. Existing and proposed slope
 - ii. Existing and proposed width
 - iii. Drainage information, if needed
 - e. Profile Sheets at 1" = 20' horizontal and 1" = 10' vertical (or different scale as determined by MoDOT Project Manager for clarity)
 - f. Special Sheets for geometrics and special design features.
 - g. Preliminary lighting, signing and striping sheets (if required).
 - h. Preliminary constructions for temporary traffic control.
 - i. Preliminary drainage sheets (or information provided in plan sheets)
 - j. Tentative Easement and Right of Way limits with property lines and ownership information, if needed.
 - k. Preliminary cross sections.
3. The CONSULTANT shall prepare the preliminary plan construction cost estimate.
 - a. The CITY will prepare the right of way cost estimate based on the right of way requirements furnished by the CONSULTANT, if needed.
 - b. The CONSULTANT shall prepare the cost estimate for any utility impacts. The CONSULTANT shall include utility impacts in the plans and construction cost estimate for those utility impacts that are determined to be included in the construction contract.
 - c. The CONSULTANT shall develop the preliminary plan construction cost estimate using the latest version of MoDOT's estimating tool.
 - i. The estimate should have detailed pay items (eliminating as many lump sum items as possible at this stage).
 1. Temporary Traffic Control pay items should not be a lump sum.
 2. Signing, striping and lighting items should not be a lump sum.
4. The CONSULTANT shall prepare the letter of transmittal for the preliminary plans.
5. The CONSULTANT shall review the preliminary plan checklist prior to submittal.

PRELIMINARY PLAN SUBMITTAL

1. One (1) .pdf set of Preliminary Plans, submitted electronically.
2. One (1) Construction Cost Estimate, including estimated right of way acquisition areas and estimated utility relocation costs.
3. One (1) Right of Way stage Request for Environmental Review documents, upon approval of preliminary plans (using City provided environmental data)

IX. RIGHT OF WAY DESIGN

1. The CONSULTANT shall prepare right of way plans, which may be separate drawings from those used for design and construction details. The right of way plans shall show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, $\frac{1}{4}$ $\frac{1}{4}$ section lines, subdivision lot lines, other land survey information, street lines and existing right of way and easements. The CONSULTANT should also include any plan details, which will require additional right of way or easements during the construction phase of the project such as bypasses, temporary erosion control, etc. Right of way plans include title sheet, typical sections, profile sheets, and cross sections as needed. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner may be shown in tabular form on the respective sheets but will also be included on the individual plan sheets, and shall be denoted underneath the Parcel Number and Name on each individual tract.
 - a. The CONSULTANT shall finalize any previous review of the roadway cross sections sufficiently to determine the feasibility of constructing retaining walls versus obtaining additional right of way. This final review shall consist of construction estimates versus right of way estimates.
2. Right of way plans shall be submitted to the CITY for review and approval as scheduled in Exhibit IV. The right of way plans shall be at the same scale as the construction plans. The right of way plans shall include any design details that will control the width of right of way and necessary easements.
 - a. New right of way lines and all easements shall be dimensioned from the centerline, or crossroad centerlines, if necessary. Stations and offset distances will be labeled for each break point. Bearings and distances on the right of way lines may be required.
 - b. The following minimum design features shall be included on the right of way plans:
 - 1) Title sheet with the appropriate project limits, access note and traffic data completed.
 - 2) Typical section sheets showing typical curb ramp designs.
 - 3) Cross sections as needed. Cross sections shall be included at each entrance with new and existing entrance grades.
 - 4) Construction limits (slope lines); drainage facilities; entrances (with existing and new grade percentage) and their reference location, width and type; property owners, with areas of new right of way, easements and remaining property; centerline bearing, ties to legal land corners from centerline stations with notation for corner witness by a registered land surveyor; existing utility locations and easements, including replacement utility

easements; horizontal curvature information; and proper right of way symbolization for new right of way (access control) and easements, including areas which may be required to accommodate temporary erosion control.

- 5) Township, Range, Section and/or U.S. Survey information on each plan sheet near the title block or appropriate survey/section line. Subdivision lot lines, and $\frac{1}{4}$ $\frac{1}{4}$ section lines will also be included.
 - 6) Driveway Profiles – the CONSULTANT shall develop and layout horizontal and vertical alignments for all impacted driveways within the project limits.
 - 7) Special sheets.
 - 8) Culvert Sections/Storm Drainage Sheets – the CONSULTANT shall finalize size and length of any culverts and place description on plan sheets.
3. The CITY shall arrange for a design field check to review right of way plans with the CONSULTANT and right of way personnel prior to completion of the right of way plans. The CONSULTANT shall make any necessary revisions to the right of way plans as determined by this design field check.
 4. The CONSULTANT shall submit a complete set of right of way plans, with the title sheet signed and sealed.
 5. The CITY shall review, approve, and certify the right of way plans as completed by the CONSULTANT.
 6. The CITY will provide title insurance information for parcels where new right of way is being acquired. Any ownership deeds, easement deeds, subdivision plats, etc., needed or used in the development of existing property lines for the right of way plans will be furnished by the CONSULTANT.
 7. The CITY will prepare right of way appraisals and secure the necessary right of way by negotiation or condemnation, if necessary, for construction of this project.
 8. The CONSULTANT shall be responsible for making all revisions to the right of way and construction plans due to negotiations with the property owners in an effort to acquire the right of way.
 9. The CONSULTANT shall write the legal descriptions for the new land and any new easements for all right of way acquisition and complete MoDOT's Professional Land Surveyor Description review form for this project. The legal description will be signed and sealed by a PLS and submitted on an 'Exhibit A' form, which will be provided by the CITY. Additionally, CITY will provide the Consultant with a document providing instructions for the MoDOT preferred wording to be used in the legal descriptions.

RIGHT OF WAY PLAN SUBMITTAL

1. One (1) set of Right of Way plans with Professional Engineer's seal on the title sheet.
2. One (1) Construction Cost Estimate, including estimated utility relocation costs.

3. Right-of-Way Documents

X. FINAL DESIGN

1. The CITY will secure execution of municipal agreements with the cities and/or county agreements. A copy of the executed agreements will be furnished to the CONSULTANT for his information. The CONSULTANT shall conform to all design provisions of these agreements.
2. If determined necessary, a final design field check shall be held with consultant and CITY representatives prior to completing final design plan quantities. The CONSULTANT shall make any necessary revisions to the final plans as determined by this design field check.
3. The CONSULTANT shall utilize MoDOT's Southwest District ADA Streamlining typical sections and methods of design and quantity calculations.
4. The CONSULTANT shall prepare temporary traffic control plans for review and approval before inclusion in the final design plans.
5. The CONSULTANT shall prepare detailed temporary erosion control plans for review and approval before inclusion in the final design plans.
6. The CONSULTANT shall prepare computations for all design plan quantities. All plan quantities shall be shown on the Quantities Sheets, by construction stage, if applicable. The format for these sheets shall be furnished by the CITY. Specialty items may have separate sheets for quantity tabulations.
7. The CONSULTANT shall prepare for review and approval by the CITY all necessary Job Special Provisions, which are to supersede the Missouri Standard Specifications for Highway Construction. A brief reason for the deviation from the standard plans and specifications should also be provided.
8. The CONSULTANT shall be responsible for all incidental surveying and staking that is required to gather data or provide control for the detailed design of the project. This shall include, but not be limited to temporary and permanent easements, staking for geotechnical investigations, borrow areas, utility relocations and temporary right of way control points.

PLANS, SPECIFICATIONS AND ESTIMATE SUBMITTAL

The following list shall be considered the as the minimum requirements for a completed set of Final Design Plans.

- a) Title Sheet
- b) Typical Sections
- c) Quantity Sheets
- d) Plan Sheets at 1"=20' horizontal (or different scale as determined by MoDOT Project)

Manager for clarity)

- e) Profile Sheets at 1"=20' horizontal and 1"=10' vertical (if needed)
- f) Reference Point and Coordinate Point sheets
- g) Special Sheets for geometrics, referenced points, grading plan, traffic control plan, temporary erosion control plan and any other sheets for special design features
- h) Temporary Traffic Control sheets
- i) Erosion Control sheets
- j) Highway Lighting Sheets, including quantity sheets (if needed)
- k) Traffic Signing Sheets, including quantity sheets (if needed)
- l) Pavement Marking Sheets
- m) Culvert Sections at 1"=10', horizontal and vertical (if needed)
- n) Driveway Profile Sections
- o) Cross Sections as required, 1"=10', horizontal and vertical, including entrance sections with existing and proposed grades
- p) Tabulation of Quantities Sheets
- q) Earthwork quantities
- r) File with Job Special Provisions in a format readable in CITY'S current word processor, and a computer file with the bid items and quantities as generated by CITY'S current estimate program
- s) Construction workday study (if required by MoDOT)
- t) D-15 (if required by MoDOT)
- u) Final Design Stage Request for Environmental Review documents

Additional plans and information may be required to complete the final Design Plans.

XI. BIDDING, CONSTRUCTION ADMINISTRATION, AND CONSTRUCTION INSPECTION & TESTING

Performance of work for bidding and construction phase services requires a supplemental agreement.

1. Purpose

- a. The Consultant shall provide construction inspection, materials testing, and other services as needed. Support services will be assigned by the MoDOT Resident Engineer, Gidget Koestner, as described within this Exhibit.
- b. The Consultant shall provide support services as requested throughout the following phases of the Project: Construction
- c. The Consultant shall provide PROJECT related services as described herein.
 - The consultant shall provide to MoDOT qualified inspection services to supplement MoDOT's Resident Engineer (RE) and staff on the inspection of the above referenced project(s).
 - The services provided shall include Quality Assurance (QA) verifications on all items of installed work and QA tests as outlined in the attached Contractor Quality Control Job Special Provision (JSP). Testing frequencies shall be no less than as defined in the Inspection Testing Plan (ITP) and in accordance with the applicable Missouri Standard Specifications for Highway Construction. Above referenced documents can be found at <https://www.modot.org>.

- Any testing performed by the consultant can only be performed by personnel certified for the tests being conducted through MoDOT's technician certification program AND testers must carry current credentials validating their certification
- The consultant's inspector shall be present on the jobsite daily to capture necessary diary information for progress monitoring. For periods of work between critical installations and at certain hold points, the inspection time spent on the project (while daily) can be minimal if approved by the RE.
- Daily, the inspector shall provide/perform:
 - A daily work report entered into AASHTOWare Project documenting all construction activities on the project
 - Any QA tests required by the ITP for the work being performed
 - All test results shall be recorded in AASHTOWare Project in the proper format as defined by the Sampling Checklist and Materials Summary
 - A work zone traffic control review of all TCDs associated to the project to ensure compliance with the plans and MUTCD. All reviews will be maintained and available for review upon request by the RE
- On a semi-monthly basis, the inspector may be required to run an AASHTOWare Project estimate and submit to the RE for review.
- As needed, develop change orders to document overruns/underruns on the project to ensure prompt payment to the contractor.
- Expected allocation of resources are as follows:
 - Staffing of above referenced projects from August 2025 to December 2026. Services may be extended by an amendment to the contract amount.
 - The consultant should expect to dedicate 2 individuals for a total of 40 hours each per week for the duration of the project(s) except for intervals of time that the weather will not allow the work to continue or the contractor chooses not to staff the project in question.

2. Quality Assurance Personnel Duties and Responsibilities

- a. Quality Assurance Testers – Quality Assurance Testers will perform testing and sampling during construction as outlined in the Inspection & Test Plan (ITP). The QA sampling and testing will be performed by QA Testers certified through the MoDOT Technician Certification Program or a certification program preapproved by MoDOT. The QA Testers report directly to the Quality Assurance Inspector (QAI). **The QA tester can be the QAI.**
- b. QA Tester responsibilities:
 - Perform required tests and document test in accordance with contract documents
 - Conduct material sampling and testing in conformance with the appropriate methods and frequencies
 - Ensure all measuring and test equipment is properly maintained and calibrated
 - Promptly communicate nonconforming material to RE and production staff
- c. Quality Assurance Inspectors (QAI) – Quality Assurance Inspectors will have a thorough understanding of the contract requirements and will perform inspections during

construction to ensure the quality of the work meets or exceeds contract specifications. The QA Inspector will be knowledgeable of the work he/she is inspecting and will be able to recognize conforming and nonconforming work and material. The QA Inspector reports directly to the MoDOT's Resident Engineer.

d. QA Inspector responsibilities:

- Perform required inspections and complete checklists in accordance with contract documents and found at the following link - http://www.modot.org/business/contractor_resources/Quality_Management/
- Ensure inspection observations are included on Daily Inspection Report (DWR)
- Ensure material is conforming to the contract requirements before being incorporated into the work
- Promptly communicate nonconformance material and work to RE
- Wage rate inspections are required at a maximum of 1 every week per job. QAI needs to discuss required frequency on each job with the RE prior to work to ensure accuracy.
- CUF (commercially useful function) reviews on all DBE Subs, minimum 1/sub/job. These must be submitted to CPOA (Construction Project Office Assistant) within 24 hours of completion

e. Pre-Activity Meeting

- Pre-Activity Meetings are necessary to discuss details of the Work Plan and schedule. Pre-Activity Meetings will be held 24-hours prior to the start of each new project activity or change in work crew. The Superintendent/Job Foreman of the activity will lead the meeting and others present at the meeting will be the QA Inspection and Testing Staff, and MoDOT.

f. Inspection and Testing

- Inspection and testing are performed during all phases of the work from start to completion to ensure the work and testable material (asphalt, concrete, aggregate, etc.) meets or exceeds the contract requirements. Consultant will perform inspection and testing of the work and material as specified in the Inspection and Testing Plan and MoDOT-provided checklists. All results will be documented in AASHTOWare Project.

3. Inspection and Testing Plan (ITP)

- a. The Inspection and Testing Plan (ITP) outlines the acceptance criteria for contract items for this project along with the required tests, testing frequency, and the required QA documentation. The ITP is provided by MoDOT. Any changes to the specifications, testing procedures, or the testing frequencies from the standard ITP will be implemented via change order. In addition, a change order will be completed to add acceptance criteria for nonstandard contract items not included in the standard ITP.

b. See link below for ITP:

- http://www.modot.org/business/contractor_resources/Quality_Management/

4. Daily Work Report (DWR)

- a. A Daily Inspection Report (DWR) will be completed on the project each day to document pertinent project activities. The report will include a detailed diary that describes the work performed as well as observations made by QA Inspection staff regarding quality assurance. The DWR will include other items such as weather conditions, location of work, installed quantities, tests performed, and a list of all subcontractors that performed work on that date. The DWR is completed in AASHTOWare Project.

5. Hold Points

- a. Hold Points are events in the work process that require approval from MoDOT prior to continuing work. Hold Points occur between different definable stages of work when the succeeding work depends on the acceptance of the preceding work. A list of minimum Hold Points is available on MoDOT's website and can be provided upon request. Additional Hold Points can be added by MoDOT.
- b. Hold Point inspections will be at times planned in the Weekly Schedule. The Hold Points may be rescheduled as needed, but the Consultant Inspector will provide a minimum 24-hour advance notification to MoDOT, unless otherwise approved by MoDOT.
- c. Prior to all Hold Point inspections, the consultant Inspection Staff will provide MoDOT with the Daily Inspection Reports, Inspection Checklists, Test Reports, and Materials Receiving Inspection Reports for the work performed leading up to the Hold Point. MoDOT-identified issues will be corrected prior to continuing work and a new Hold Point scheduled.

6. Material Receiving

- a. Material Receiving is assurance that products and materials are identified from receipt and during all stages of production, delivery and installation. At receipt, the Consultant Inspection Staff will inspect general condition of material and determine if material is compliant based on the requirements specified in the ITP, Specifications, Job Special Provisions, Standard Drawings, or other pertinent contract documents. For products that require on-site inspection by MoDOT Materials staff, the RE will notify MoDOT staff promptly to schedule the inspection.
- b. Some materials are pre-qualified or pre-accepted for use on MoDOT projects. A list of these items is maintained by MoDOT and can be found on the MoDOT internet site. These lists include: Pre-Acceptance List (PAL), Approved Product List (APL), Bridge Pre-qualified Products List (BPPL), and the Qualified List (QL). Although pre-qualified or pre-accepted, appropriate documentation detailed in the Specifications will accompany these products for acceptance.
- c. All material delivered to the project, excluding testable material, will be inspected for appropriate dimensions, quantity, condition, markings, etc., and accompanied with

appropriate documentation. All PAL items will be inspected to ensure material conforms to plans and specifications and disposition remarks added to the associated identification number in AASHTOWare Project.

7. Quality Documentation

- a. Project documentation (inspection checklists, daily work reports, test records, Materials Receiving Inspection Reports, etc.) referenced in this plan will be electronically stored and organized by the Consultants Inspection Staff in AASHTOWare Project.
- b. Project documentation will be electronically saved to AASHTOWare Project within 48-hours after the work shift ends.
- c. In addition, to the above, all project correspondence must be delivered to MoDOT electronically so it can be archived with the project's permanent records. Copies should be maintained by the consultant for access as needed. This includes, but is not limited to: delivery tickets, mix designs, mill test reports, certifications, test reports, contractor schedule, any letters associated to the contract, wage rate inspections, NCR's, and order records. These items shall be uploaded and stored in eProjects.
- d. Certified payrolls for contractor activity will be checked and maintained by MoDOT.

8. Control of Non-Conforming Work and Material

- a. Non-conformance reporting will be used to identify and ensure that work, material, and/or processes (i.e. QC inspections, tests, documentation, etc.) that fail to satisfy the contract requirements are identified and promptly resolved. QA staff or production staff will identify non-conformances and the QAI will document using a Non-Conformance Report (NCR). MoDOT may also initiate an NCR.
- b. The NCR process is as follows:
 1. Non-conforming work and/or material are identified.
 2. NCR is issued on the provided standard form.
 3. QAI forwards copy of NCR to MoDOT with proposed resolution.
 4. MoDOT either approves or rejects the proposed resolution. A dialogue will ensue following any rejected proposals until an acceptable solution is identified.
 5. The MoDOT-approved resolution is executed.
 6. New inspection and/or test of previously identified non-conforming item is completed.
 7. QAI verifies previously identified non-conforming item is now compliant and requests final approval from MoDOT.
 8. MoDOT evaluates previously identified non-conforming item. If accepted, MoDOT signs NCR for closure.

XII. DRAWINGS AND DOCUMENTS

The CONSULTANT shall furnish the CITY with the following completed sheets and documents,

as applicable, for the construction project included in this contract, as follows:

1. All mapping, sketches, cross sections and all other engineering documents necessary to secure permits from the administrator of the FEMA Flood Insurance Program (if required) and Section 401 and 404 permits as administered by the United States Army Corps of Engineers (if required).
2. One (1) electronic copy of the Conceptual Study Report, including exhibits and cost estimate for review and approval. After any corrections, one (1) updated copy of the Conceptual Report, exhibits and cost estimate.
3. One (1) electronic copy of the Traffic Study and one (1) copy included as an appendix in the Conceptual Study Report.
4. One (1) electronic copy of the preliminary roadway plans, including any lighting plans, signing plans and preliminary cost estimate for review and approval. The CONSULTANT shall prepare the signing layout of any required trusses; MoDOT standard truss details shall be utilized, if needed. After any corrections, one (1) updated set of preliminary plans.
5. One (1) electronic copy of the Right of Way plans, including cross sections and driveway profiles and updated cost estimate for review and approval. After any corrections, one (1) updated set with a sealed title sheet.
6. One (1) electronic copy of drainage and engineering calculations and analyses.
7. One (1) electronic copy of the traffic control plans for review and comments. After any corrections, one (1) updated set will be required.
8. One (1) electronic draft copy of the job special provisions for review. After corrections, one (1) final sealed copy of the job special provisions shall be furnished. The PS&E submittal will be in word format.
9. One (1) electronic copy of the 95% roadway plans for initial review and comments. After corrections, one (1) fully checked, sealed, original drawings of the final design plans shall be furnished.
10. One (1) electronic copy of the estimate of construction costs for the PS&E submittal. The estimate shall be prepared using the latest version of the CITY's cost estimating software.
11. One (1) electronic copy of the workday study showing the estimated number of workdays required to construct the project (if applicable).
12. One (1) electronic copy of the Transportation Management Plan.
13. One (1) electronic copy of the D15 Equipment and Materials List (if applicable).
14. One (1) electronic copy of the D12 District Final Design Plans Checklist.
15. One (1) electronic copy of the Workzone Impact Analysis Spreadsheet (if applicable).

16. One (1) electronic copy of approved Design Exceptions (if applicable).

17. Floodplain Development Permit (if applicable).

XIII. STANDARDS

The CONSULTANT shall use the latest version of the following publications to determine the design criteria and procedures which will be followed for development of the project:

1. Federal Emergency Management Administration Flood Insurance Guidelines and Specifications.
2. MoDOT Engineering Policy Guide (EPG)
3. Manual on Uniform Traffic Control Devices (MUTCD)
4. A Policy on Geometric Design of Highways and Streets
5. AASHTO LRFD Bridge Design Specifications
6. Missouri Standard Specifications for Highway Construction
7. Missouri Standard Plans
8. MoDOT Bridge Manual
9. Missouri Department of Transportation for Computer Deliverable Contract Plans
10. Any other publications which the ENGINEER directs the CONSULTANT to use.

XIV. ASSUMPTIONS & EXCLUSIONS

1. Two, in-person public meetings will be held for this project. The CITY will notify the public and provide the space for the meetings.
2. Core team meetings are assumed to be virtual.
3. Utilities will be located using plans provided by the CITY and per Missouri One-Call field locates. Private utility locates are not included in this scope of services.
4. The COMMISSION will provide projected traffic volume growth rates or forecasts. Travel Demand Modeling is not anticipated to be required.
5. The OTO travel demand model will be referenced only to compare future volume projections and will not involve manipulation or any updates to the OTO model.
6. Permit, mitigation, and relocation fees, if required, will be paid for by the CITY.
7. 3D visualizations are not required.

8. For the public meeting, the CITY will coordinate the space, mail notices to residents, advertise the meeting, and notify residents per the EPG. Olsson will assist the CITY and attend the meeting.
9. Concrete pavement will be used and the typical section will be provided by MoDOT. Concrete jointing plans and pavement design will not be required.
10. The CITY is responsible for completing the environmental services other than submittals of the RER.
11. Detailed structural design is not required for bridges, retaining walls, or reinforced concrete box culverts (RCBs). If an RCB is used, then MoDOT standard plans will be referenced.
12. An amendment will be required for geotechnical services, bidding, construction administration, construction inspection, testing & observation, and right-of-way negotiations.
13. Project assumes this project will be a cost-share project and a SWPPP will not be required.
14. Consultant will provide RER documents such as plans, exhibits, KMZ files and City will upload, submit and cover RER reporting.

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AGREEMENT ADDENDUM

This **ADDENDUM TO MASTER AGREEMENT WORK ORDER NO. 2 AND SCOPE OF SERVICES (“Addendum”)** is entered into this as of the date of the last signature affixed hereto below, by and between the City of Republic, Missouri (“City”)¹ and Olsson, Inc. (“Provider” or “Olsson”). City and Provider are collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, City is a municipal corporation and Charter City located in Greene County, Missouri; and

WHEREAS, Provider is a domestic corporation authorized to do business in the State of Missouri and in good standing with the Missouri Secretary of State, having a principal place of business located at 601 P Street Suite 200 in Lincoln, Nebraska 68508, and a registered agent located at 117 South Lexington Street, Suite 100, Harrisonville, Missouri 64701; and

WHEREAS, City desires to engage Olsson to provide certain professional services pursuant to a *Master Agreement Work Order No. 2 and Scope of Services* dated _____ (“the Agreement”), accompanied by this Addendum (the services to be provided by Olsson under the Agreement and this Addendum are hereinafter referred to as “the Project”); and

WHEREAS, Provider proposed the Agreement for execution by both parties, intended to govern the terms and conditions of the Project; and

WHEREAS, in order to clarify the rights and obligations of the Parties, and the terms by which the Parties must carry out their respective duties under the Agreement, and further because City is a Missouri municipal corporation subject to certain laws, rules and regulations unique to governmental entities, the Parties desire to enter into and execute this Addendum, set forth fully at length herein below; and

WHEREAS, the Parties acknowledge that this Addendum is intended to accompany and supplement the Agreement, and further is intended to prevail as the authoritative document governing the Project in the event of any inconsistency between the Addendum and the Agreement, or both.

NOW, THEREFORE, City and Provider collectively agree to the Addendum herein, as follows:

1. Inconsistencies / Order of Priority: To the extent any conflicts or inconsistencies exist between the terms or conditions in this Addendum, and the terms or conditions in the Agreement, or any other prior agreement between the Parties, *the terms contained in this Addendum shall supersede those contained in the Agreement and/or any other prior agreement(s), and shall govern.*

The Agreement and Addendum, together with any other exhibits and attachments to the Agreement, are collectively referred to herein as “the Contract.”

2. Ability to Contract: Provider warrants that it has the legal ability to enter into this

¹ The City is additionally referred to as “Client” in the Work Authorization Agreement to which this Addendum is attached.

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Addendum and fulfill the terms contained herein.

3. Manner and Time for Provider's Performance of Obligations: Provider will furnish all tools, equipment, supplies, materials, supervision, labor, and other provisions necessary to perform its obligations under the Contract, and to perform its obligations at Provider's Olsson expense in accord with the Contract unless otherwise specified in the Contract Documents, and to comply with all applicable federal, state and local laws and ordinances, for the duration of the Contract.

4. Sales Tax Exemption: The Contract price intentionally omits, and City shall not be obligated to pay, any sales or use tax(es) on materials provided under the Contract or otherwise used in the Project. Upon request, pursuant to the provisions of Section 144.062, RSMo., City will furnish Provider with a Project Exemption Certificate and a Missouri Tax Exemption letter for use in purchasing materials being directly incorporated into or consumed in connection with the Project, on a tax-free basis. It is the sole responsibility of Provider to provide the aforementioned documents to any sub-contractor upon request or as otherwise needed. Under no circumstances shall Provider, or any sub-contractor working through or on behalf of Provider, present the aforementioned Project Exemption Certificate or Missouri Tax Exemption letter in connection with a purchase or purchases for any item, service or other object that is not being directly incorporated into the Project or consumed directly in connection with the Project.

5. Payment: City agrees to pay Provider in accord with the payment terms specified in the Contract Documents, upon City's acceptance of the work as provided for in the Contract Documents. No partial payment by City shall operate or otherwise be construed as City's approval or acceptance of the work performed by Provider or materials furnished hereunder.

6. Payment for Labor and Materials: Not applicable.

7. Supplemental and Additional Services: Should City desire or need any supplemental and/or additional services under the Contract, City shall have to right to use their Olsson employees or contractors or enter into a second (or subsequent/supplemental) agreement addendum with Provider for any supplemental and/or additional services. Such decision on any supplemental and/or additional services shall be at the sole discretion of City.

8. Insurance Requirements: For the entire duration of the Contract, Provider shall maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. Provider shall furnish City with proof of insurance that satisfies the requirements stated below, unless otherwise agreed to or specified by City.

- a. Workers' Compensation: To the extent Provider is required to do so pursuant to Section 287.010 RSMo., et seq., Provider shall maintain Workers Compensation coverage for all persons it will employ or retain to perform any work in connection with the Contract, and in the event Provider subcontracts any such work, Provider shall

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require the sub-contractor(s) to provide similar Workers Compensation Insurance for the sub-contractor's employees, unless such employees are covered by Provider's coverage. Workers' Compensation coverage shall meet the minimum requirements set forth in Section 287.010 RSMo., et seq.

- b. Employers' Liability: Provider shall maintain Employers' Liability coverage of not less than \$1,000,000 each occurrence.
- c. Commercial General Liability: Provider shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any obligations under the Contract or otherwise in connection with the Project, in an aggregate amount of than \$2,000,000 each occurrence and \$1,000,000 each person.
- d. Commercial Automobile Liability (*applies only to projects involving Provider's operation of vehicles in performing its work under the Contract*): Provider shall maintain Commercial Automobile Liability coverage of not less than \$1,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.

9. Insurance Requirements for Subcontractors. In case any or all work under the Contract is sub-let, Provider shall require the sub-contractor to maintain all applicable insurance(s) required in Paragraphs 8 (b), (c) and (d), above, and to the extent any such sub-contractor is required to carry Workers' Compensation coverage under Section 287.010 RSMo., et seq., Provider shall require the sub-contractor(s) to procure and maintain such insurance at all times while performing work under this Contract.

10. Proof and Maintenance of Insurance. Prior to beginning any work under the Contract, Provider, and/ any sub-contractors, shall furnish the City with acceptable proof of the insurance coverages required in Paragraph 8, above. Provider, and any sub-contractors, shall not cancel, reduce, modify or otherwise fail or refuse to renew the coverages provided for herein, without providing at least thirty (30) days' prior written notice to the City. In such event, the City has the right to require Provider, or sub-contractor, to reinstate or obtain new coverage in the amount(s) required to satisfy the provisions of Paragraph 8, above, or alternatively, to terminate the Contract without any penalty to the City.

11. Pending Legislation: In the event the scope or extent of City's tort liability as a governmental entity, as described in Sections 537.600 through 537.650, RSMo., is broadened or increased during the term of the Contract, by legislative or judicial action, City may require Provider, upon 10 days' written notice, to execute an addendum whereby Provider agrees to provide, at a price not exceeding Provider's actual increased premium cost, additional liability insurance coverage as City may require to protect City from increased tort liability exposure as the result of such legislative or judicial action. Any such

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additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

12. Provider's Responsibility for Sub-Contractors: Provider shall be as fully responsible to City for the acts and omissions of its sub-contractor(s), and persons either directly or indirectly employed by it/them, as Provider is for the acts and omissions of persons it directly employs. Provider shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all sub-contractors to Provider by all the terms herein set forth, and insofar as applicable to the work of sub-contractors and to give Provider the same power regarding the termination of any subcontract as City may exercise over Provider under any provisions of this contract. Nothing contained in the Contract shall create any contractual relationship between the sub-contractors and City or between any sub-contractor.

13. Liquidated Damages: Not applicable.

14. Liability and Indemnity: The Parties mutually agree to the following:

- a. In no event shall City be liable to Provider for special, indirect, or consequential damages, except those caused by City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of the Contract. The maximum liability of City shall be limited to the amount of money to be paid or received by City under the Contract.
- b. Provider shall defend, indemnify, and hold harmless City, its elected officials, agents, and employees from and against any and all liability, suits, damages, costs (including attorney's fees), losses, outlays and expenses, from claims arising out of or relating in any way to the Contract, or the work or any subcontract thereunder (Provider hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of the Contract to Provider. This provision does not require Provider to defend, indemnify or hold harmless City for negligence, gross negligence or intentional misconduct on the part of City.
- c. Provider shall indemnify and hold City harmless from all wages or overtime compensation due and owing to its employees in rendering Services pursuant to the Contract or any subcontract under the Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.
- d. The indemnification obligations herein shall not negate, abridge or reduce, in any way, any additional indemnification which City, including its elected or appointed officials, agents and employees, is otherwise entitled to seek or receive under state or local law, applicable regulation, or in equity.
- e. Provider affirms that it has had full and fair opportunity to recover the costs of any

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liability or other insurance required under the Contract in its pricing.

15. City Benefits: Provider shall not be entitled to any of the benefits established for the employees of City nor be covered by City's worker's compensation program/benefits.

16. Affidavit for Contracts Over \$5,000 (E-Verify): Pursuant to Sections 285.525 through 285.550, RSMo., if the total value of the Contract exceeds \$5,000 and Provider is associated with a business entity, Provider shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled and participates in a federal work authorization program and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the Services. Additionally, Provider must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

17. Proof of Lawful Presence: Pursuant to Section 208.009, RSMo, Provider shall provide to City the documentation necessary for demonstrating compliance with the lawful presence terms contained within Section 208.009 RSMo. Affirmative proof of lawful presence can be established through furnishing any documentation recognized by the Department of Revenue as acceptable proof of lawful presence, or, any documentation issued by the United States Government that confirms lawful presence in the United States.

18. General Independent Provider Clause: The Contract does not create an employee/employer relationship between the Parties. It is the Parties' intention that Provider is and shall be an independent Provider for City and is not an employee of City for any purpose, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out Provider's activities and responsibilities hereunder. Provider agrees that it is a separate and independent enterprise from City, that it has a full opportunity to find other business, that it has made its Olsson investment in its business, and that it will utilize a high level of skill necessary to perform the Services. The Contract shall not be construed as creating any joint employment relationship between Provider and City, and City will not be liable for any obligation incurred by Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

19. Occupational License(s): Unless exempted under state or local law, Provider must be authorized to do business within the State of Missouri, and shall maintain, for the duration of the Project, all required occupational licensure by/through the City. The cost for such licensing shall be the sole responsibility of Provider.

20. Nondiscrimination: Nondiscrimination. In discharging its obligations under the Contract, Provider agrees not to discriminate in any way on the basis of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or a qualified individual with a disability, or political opinion or affiliation, against any employee of Provider or applicant for employment, and shall

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include a similar provision in any sub-contracts executed hereunder. The Parties hereby incorporate the requirements of 41 C.F.R. §§ 60- 1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

- a. Provider shall abide by the provisions of 41 C.F.R. § 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- b. Provider shall abide by the provisions of 41 C.F.R. § 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Conflict of Interest: In accepting the Contract, Provider certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor, has a financial interest, direct or indirect, in the Contract. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo., shall not be violated.

22. Waiver: No provision of the Agreement documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. Entire Agreement: This Addendum, along with the other Contract Documents identified herein, contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements. The Contract may not be modified or amended other than in writing as agreed and signed by all the Parties.

24. Jurisdiction and Venue: The Contract Documents shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under the Contract, or any disputes that come from it, shall solely lie in the Circuit Court of Greene County, Missouri.

25. Disputes: In the event City is the prevailing party in any litigation arising out of or relating in any way to the Project or the Contract Documents, City shall be entitled to recover all reasonable attorneys' fees and expenses incurred in connection with resolution or disposition of such dispute, no matter the forum in which such dispute is disposed or resolved.

26. Liability: Nothing in the Contract shall be construed to create any liability on behalf of the City for any direct, special, indirect, or consequential damages. The City shall not pay any attorney fees of any other Party even if that Party is the prevailing party.

27. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and emailed signatures, the Contract may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National

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Commerce Act (“ESIGN”). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute the Contract and any alterations thereto. At the request of either Party, the Parties shall promptly exchange executed original counterparts of the Contract or any amendment.

28. Survival: The Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns as provided in the Contract.

29. Headings: The headings in the Contract are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

30. Whereas Clauses: The “Whereas” clauses above are incorporated herein by reference.

31. Public Body City and Missouri Sunshine Law: The Parties recognize that City is a governmental body subject to the open records provisions of the Missouri Sunshine Law (RSMo., Chapter 610) (“Sunshine Law”). Records generated in connection with the performance of services under the Contract are subject to disclosure upon request for the same, unless excepted from disclosure under the Sunshine Law or otherwise permitted to be closed under the Sunshine Law. If a request under the Sunshine Law (“Sunshine Request”) is presented to City for records pertaining to the Contract, City shall notify Provider of the Sunshine Request, and Provider shall promptly identify and provide all documents being requested as soon as practicably possible so as to enable City to timely respond to such request. Fees may be assessed for time, efforts and/or costs incurred in responding to Sunshine Requests or otherwise ensuring compliance with Sunshine Law requirements, but only to the extent such fees are expressly authorized by the Sunshine Law.

32. Conflicts of Interest: Provider presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under the Contract. In accepting the Contract, Provider certifies all local, state, and federal laws and regulations related to conflicts of interest shall be followed, specifically Chapter 105, RSMo.

33. Assignment: Provider shall neither assign nor transfer any interest in the Contract, whether by assignment, sale, gift, novation or otherwise, without prior written consent of City; provided, however, that claims for money due or owing to Provider under the Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to City. Any such assignment is expressly subject to all rights and remedies of City under the Contract, including the right to change or delete activities from the Agreement or to terminate the same as provided herein, and no such assignment shall require City to give any notice to any such assignee of any actions which City may take under the Contract.

34. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of the Contract shall not affect the validity of the remaining parts to the Contract.

35. Contingent Upon Funds and Approval: The Contract is expressly contingent upon the City Council’s approval and allocation of sufficient funds for the subject of the Contract. The Parties expressly

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acknowledge that, in the event the City Council either does not approve the Contract, or does not allocate sufficient funds to cover the cost of the Contract, the City will be unable to perform its obligations under the Contract, and Provider shall have no right of action against City in such event.

36. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of the Contract and/or addendum.

37. Agreement Documents: The Contract consists of the documents identified in this paragraph below, which, collectively, constitute the entire agreement and understanding of the Parties. These documents are as fully a part of the Contract as if attached hereto or repeated at length herein. The Contract shall consist of the following, listed in order of priority as to governance in the event of any conflicting terms:

- a. Agreement Addendum (“Addendum”).
- b. Master Agreement Work Order No. 2 and Scope of Services dated _____ (“Agreement”).
- c. All Duly Executed Change Orders.

38. Public Entity Immunity. The Parties both preserve all immunities, sovereign, governmental and otherwise, recognized by law. Nothing in this Agreement or any transactions under this Agreement shall be construed or deemed in any way as a waiver of sovereign immunity or governmental immunity recognized under common law, state law, ordinances, regulations, the Missouri Constitution, or the United States Constitution, including but not limited to § 537.600 RSMo., et seq. The provision of any insurance pursuant to this paragraph, whether such insurance does or does not afford coverage to City or to Contractor for any claim arising from or out of this Agreement or performance thereunder, shall not constitute a waiver of any defense or immunity available to the Contractor or the City.

39. Notices: Any notice, request or demand provided for in the Contract shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

- To the City:
 - City of Republic, Missouri
 - Attn: Karen Haynes, BUILDS Department
 - 4221 S. Wilson’s Creek Boulevard
 - Republic, Missouri 65738

- To the Provider:
 - Olsson, Inc.
 - Attn: Ricky Haase, Vice President
 - 550 E. St. Louis Street
 - Springfield, MO 65806

Olsson, Inc. 550 E. St. Louis Street Springfield, MO 65806	The City of Republic, Missouri 4221 S. Wilson's Creek Blvd Republic, MO 65738
Project: Water Main Extension – 7483 W. Farm Road 144 (Waterline Infrastructure Plans) – 2025	

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

OLSSON, INC.

By: _____

 Printed Name

 Title

Date: _____



THE CITY OF REPUBLIC, MISSOURI

By: _____
 Karen Haynes, Community Development Director

Date: _____

Approved as to Form:

Date: _____

Damon Phillips, City Attorney

Attest: _____
 Laura Burbridge, City Clerk

Date: _____

Exhibit III
ESTIMATED COST PLUS FIXED FEE
Route ZZ and Hines Street Intersection Improvements

Olsson
 By: JWP
 Date: 5/21/2024

Task	Description	Hours	Direct Labor
1	Project Management, Administration, & Coordination	72	\$ 4,064.00
2	Public Involvement	70	\$ 3,824.00
3	Survey Services	154	\$ 7,730.00
4	Utility Coordination	66	\$ 3,015.00
5	Geotechnical Services (N/A)	0	\$ -
6	Traffic Study and Alternatives Analysis	402	\$ 19,113.00
7	Concept Design	107	\$ 5,545.00
8	Preliminary Design	600	\$ 24,666.00
9	Right of Way Design	280	\$ 12,495.00
10	Final Design	500	\$ 21,830.00
Total Hours		2251	
Estimated Direct Labor Cost			\$ 102,282.00

Summary by Job Classification

Classification	Hours	
Project Manager	84	50% of Hours Excluded from CPU time
Senior Engineer	114	
Project Engineer	371	
Associate Engineer	514	
Designer	360	
Senior Technician	698	
Survey (2 Man Crew)	80	
Senior Surveyor	30	
Total	2251	

ESTIMATED DIRECT LABOR COSTS \$ 102,282.00

Payroll Additives (Direct Overhead)	56.55%	\$ 57,840.47
General and Administrative (Indirect Overhead)	113.85%	\$ 116,448.06
Fixed Fee	13.50%	\$ 37,337.02
Subtotal =		\$ 313,907.55

Facilities Capitol Cost of Money = 0.70% \$ 715.97
Subtotal (A) = \$ 314,623.52

Subconsultants (B)	Service	DBE	% of Job	Fee
N/A				
Subtotal (B) =				\$ -

Direct Expenses (C)

Plots	250 Plots @	\$ 0.50	=	\$125.00
Mileage	1570 Miles @	\$ 0.67	=	\$1,051.90
Traffic Counts	1 LS @	\$ 1,620.00	=	\$1,620.00
Misc (incidentals, postage, etc.)	1 LS @	\$ 300.00	=	\$300.00
Computer Time	2209 Hour @	\$ 15.00	=	\$33,135.00
Title Search	1 LS @	\$ 700.00	=	\$700.00
Subtotal (C) =				\$ 36,931.90

ESTIMATED TOTAL FEE (Engineering Services) (A) + (B) + (C) = \$ 351,555.42

MAN-HOUR ESTIMATE - Route ZZ and Hines Street Intersection Improvements

Hourly Rate	\$79.00	\$63.00	\$54.00	\$45.00	\$42.00	\$35.00	\$55.00	\$45.00				
Task No.	Description of Work Items / Tasks	TL/PM	SE	Proj Eng	Assoc Eng	Designer	SrTech	SRVY (2 MC)	Sen SVY	Total Manhours	Total Labor Fee	Subtotal
1	Project Management, Administration, & Coordination											
	Project Management & General Coord	12		24						36	\$2,244	\$2,244.00
	Core Team Meetings (Assume 4 virtual, including kickoff)	4		8	8		8			28	\$1,388	\$1,388.00
	Invoicing and Administration (including subconsultant coord)			8						8	\$432	\$432.00
		16	0	40	8	0	8	0	0	72		\$4,064.00
2	Public Involvement											
	General Coordination & Planning for 2 public meeting	2	4	4						10	\$626	\$626.00
	Public Meeting Attendance & Notes (1 in-person meeting)	8		8	4					20	\$1,244	\$1,244.00
	Stakeholder Meetings (1 in-person and 1 virtual)	2		2	2					6	\$356	\$356.00
	2D Exhibit Preparation	2		8		24				34	\$1,598	\$1,598.00
		14	4	22	6	24	0	0	0	70		\$3,824.00
3	Survey Services											
	Topographical Survey of Project Area	10					16	60	20	106	\$5,550	\$5,550.00
	Additional Pick up days (1.5)						4	12	4	20	\$980	\$980.00
	ROW & Easement Documents						12		4	16	\$600	\$600.00
	ROW & Easement Staking						2	8	2	12	\$600	\$600.00
		10	0	0	0	0	34	80	30	154		\$7,730.00
4	Utility Coordination											
	Review Existing Survey			1	1					2	\$99	\$99.00
	Field Visit & Photos Log			4	4					8	\$396	\$396.00
	Coordinate with MoDOT UE & Survey and Obtain One-Call Tickets				4					4	\$180	\$180.00
	Coordinate with Utility Companies			2	16					18	\$828	\$828.00
	Identify potential utility conflicts, including pothole locations				4					4	\$180	\$180.00
	Prepare special utility sheets & Incorporate adjustments into plans				4	16				20	\$852	\$852.00
	Prepare and attend preliminary utility coordination meeting		2		2	2				6	\$300	\$300.00
	Prepare JSP & Utility Status Letter				4					4	\$180	\$180.00
		0	2	7	39	18	0	0	0	66		\$3,015.00
5	Geotechnical Services (N/A)											
		0	0	0	0	0	0	0	0	0		\$0.00
6	Traffic Study and Alternatives Analysis											
	Collect and Review Existing Data	1	1	4	8					14	\$718	\$718.00
	Analyze Existing Traffic and Crash Pattern Data			1	12					13	\$594	\$594.00
	Existing Intersection Synchro Analysis		2	6	12					20	\$990	\$990.00
	Review Future Traffic Volumes		1	2	4					7	\$351	\$351.00
	HSM Crash Analysis (2 alts)		4	40						44	\$2,412	\$2,412.00
	Alternatives Int. Synchro/Sidra Analysis (2 alts.)		4	8	16					28	\$1,404	\$1,404.00
	Prepare Concept Layouts (1-Roundabout)	4	8	16	80	20	60			188	\$8,224	\$8,224.00
	Develop Cost Estimates		4	4	16					24	\$1,188	\$1,188.00
	Project Alternatives Report	4	4	16	40					64	\$3,232	\$3,232.00
		9	28	97	188	20	60	0	0	402		\$19,113.00
7	Concept Design											
	Document Extents of Improvements & Impacts	1	1	2	16		16			36	\$1,530	\$1,530.00
	Concept Study Report		1	2	4					7	\$351	\$351.00
	Address Report Comments & Finalize Report	4	16	40	4					64	\$3,664	\$3,664.00
		5	18	44	24	0	16	0	0	107		\$5,545.00

MAN-HOUR ESTIMATE - Route ZZ and Hines Street Intersection Improvements

		\$79.00	\$63.00	\$54.00	\$45.00	\$42.00	\$35.00	\$55.00	\$45.00			
Task No.	Description of Work Items / Tasks	TL/PM	SE	Proj Eng	Assoc Eng	Designer	SrTech	SRVY (2 MC)	Sen SVY	Total Manhours	Total Labor Fee	Subtotal
8	Preliminary Design											
	Preliminary Roadway Geometrics & Modeling	1		12			40			53	\$2,127	\$2,127.00
	Preliminary Storm Modeling & Profiles	1			80		40			121	\$5,079	\$5,079.00
	Modeling for Grading Embankment & Ditch Reconstruction				8	40				48	\$2,040	\$2,040.00
	Prepare Title Sheet				1		8			9	\$325	\$325.00
	Prepare Reference/Coordinate Points Sheets				1		8			9	\$325	\$325.00
	Prepare Typical Sections Sheets			1	1	8	8			18	\$715	\$715.00
	Preliminary Plan and Profile Sheets	1	1	4		20	40			66	\$2,598	\$2,598.00
	Prepare Preliminary Lighting Plans		6				24			30	\$1,218	\$1,218.00
	Prepare Preliminary Signing and Striping Sheets			4	8		24			36	\$1,416	\$1,416.00
	Prepare Preliminary Temporary Traffic Control Sheets	1		2	8		32			43	\$1,667	\$1,667.00
	Develop Preliminary RW & Easements	1			4		8			13	\$539	\$539.00
	Evaluate Preliminary Erosion Control		1	2						3	\$171	\$171.00
	Develop Special Sheets			1	4	12	20			37	\$1,438	\$1,438.00
	Develop Preliminary Cross Section Sheets			2	4	20	40			66	\$2,528	\$2,528.00
	Prepare Quantities		1	4	8	16				29	\$1,311	\$1,311.00
	Prepare Cost Estimate	1	2		4					7	\$385	\$385.00
	Conduct QA/QC Review	4	4	4						12	\$784	\$784.00
		10	15	36	131	116	292	0	0	600		\$24,666.00
9	Right of Way Design											
	Refine Roadway Geometrics & Modeling	1	1	8		40				50	\$2,254	\$2,254.00
	Update Storm Modeling & Profiles	1			24					25	\$1,159	\$1,159.00
	Evaluate Construction Phasing & Traffic Control	2		16		16				34	\$1,694	\$1,694.00
	Update Title Sheet					1				1	\$42	\$42.00
	Update Typical Sections Sheets					1	8			9	\$322	\$322.00
	Update Plan and Profile Sheets			2	16	24				42	\$1,836	\$1,836.00
	Prepare ROW Lighting Plans		3				12			15	\$609	\$609.00
	Prepare ROW Signing and Striping Sheets			2	2		12			16	\$618	\$618.00
	Prepare ROW Temporary Traffic Control Sheets	1		2	2		12			17	\$697	\$697.00
	Refine RW & Easements		1			2	4			7	\$287	\$287.00
	Update Special Sheets					2	4			6	\$224	\$224.00
	Update Cross Section Sheets					4	12			16	\$588	\$588.00
	Update Quantities			1	6	16				23	\$996	\$996.00
	Update Cost Estimate	1	2		4					7	\$385	\$385.00
	Conduct QA/QC Review	4	4	4						12	\$784	\$784.00
		10	11	35	54	106	64	0	0	280		\$12,495.00

