

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE ENGINEERING CONTRACT AEOB18-011 WITH HR GREEN INC., FOR THE OSAGE BEACH PARKWAY SIDEWALKS PHASE 5.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with HR Green Inc. fundamentally and substantially the same as under the terms set forth in Exhibit 1.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed eighty-two thousand nine hundred seventy-eight dollars (\$82,978.00).

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: June 21, 2018

READ SECOND TIME: July 5, 2018

I hereby certify that the above Ordinance No. 18.33 was duly passed on July 5, 2018, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6

Nays: 0

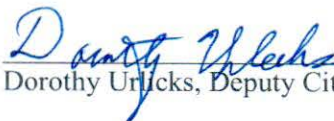
Abstain: 0

Absent: 0

This Ordinance is hereby transmitted to the Mayor for his signature.

July 5, 2018

Date


Dorothy Urlicks, Deputy City Clerk

Approved as to form:


Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.33.

July 5, 2018
Date

ATTEST:




John Olivarri, Mayor


Dorothy Urlicks, Deputy City Clerk

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 5th day of July, 2018 by and between the City of Osage Beach Missouri hereinafter referred to as "City" and HR Green, Inc., hereinafter referred to as "Engineer."

WITNESSETH:

WHEREAS, City requires the services of Engineer in connection with the following improvement: Osage Beach Parkway Sidewalk Improvements, Phase 5; and,

WHEREAS, City desires to enter into an Agreement with Engineer to perform Consulting services as aforementioned; and,

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

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

ARTICLE I – SCOPE OF SERVICE TO BE PROVIDED BY THE ENGINEER:

Engineer, upon receipt of written notice from the City that this Agreement has been approved, will furnish the necessary engineering and related services as stipulated in the attached proposal from the Engineer in Exhibit A, attached and dated May 22, 2018, page 1 through page 12.

ARTICLE II – ADDITIONAL SERVICES:

The City reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of this Agreement. In this event, a Supplement to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost therefor. Any change in compensation will be covered in the Supplement.

ARTICLE III – SCOPE OF SERVICES TO BE PROVIDED BY THE CITY:

The City agrees to furnish information and have work done without cost to the Engineer as follows:

1. Make available to the Engineer existing records, maps, plans, and other data possessed by City when such are necessary, advisable or helpful to the

Engineer in the completion of his work under this Agreement. The City shall furnish a copy of property ownership information from City tax records.

2. Provide all necessary title work, deeds, plats, etc. as required for the completion of the project and the preparation of the right-of-way and easement plans and descriptions.
3. Provide Standard City forms and/or standard plans as required including contractual sections for bid document.
4. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items. Pay for all permits and licenses that may be required by local, state or federal authorities. Secure the necessary land, easements and right-of-way required for the project.
5. Designate a representative who will serve as their primary point of contact and who will be authorized to act for and on behalf of the City throughout completion of the services covered by this Agreement.
6. Examine all studies and drafts developed by the Engineer, obtain reviews by other agencies involved and render decisions thereon in a prompt manner so as not to delay the Engineer.

ARTICLE IV – PERIOD OF SERVICE:

The Engineer will commence work within two (2) weeks after receiving Notice to Proceed from the City. The service duration is assumed to be twelve (12) months, unless terminated sooner.

ARTICLE V – PROGRESS SCHEDULE:

The contracting parties agree that time is of the essence. Each month the Engineer shall submit a Progress Report to the City, if requested. It shall include scheduled periods for each of the elements into which the Engineer's work is divided. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown. The schedule periods shall also include a time allowance for review and approvals by the City. (Assume three (3) weeks review time for City on each submittal).

ARTICLE VI – COVENANT AGAINST CONTINGENT FEES:

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement the price

or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, plus reasonable attorney's fees.

ARTICLE VII – SUBLETTING ASSIGNMENT:

No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the City. The subletting of the work shall in no way relieve the Engineer of its primary responsibility for the quality and performance of the work.

ARTICLE VIII – PROFESSIONAL ENDORSEMENT:

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE IX – STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

If, during the two year period following completion of the Services under the applicable Request for Services, it is shown there is an error in the Services caused by Engineer's failure to meet such standard, Engineer shall re-perform, at no additional cost to the City, such Services as may be necessary to remedy such error.

Engineer shall have no liability for defects in the Services attributable solely to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by the City or third parties retained by the City.

ARTICLE X – INDEMNIFICATION

Engineer shall indemnify and hold the City harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) for bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence or willful misconduct of Engineer.

ARTICLE XI – INSURANCE

Engineer shall purchase and maintain such insurance as will protect itself against loss from its alleged or actual liability to satisfy those claims which are set forth below and which may arise out of or result from Engineer's operations under the Agreement, whether such operations be by itself or by anyone for whose acts it may be liable:

Workers' Compensation and/or all other social insurance in accordance with the statutory requirements of the state, province, or country having jurisdiction over Engineer's employees who are engaged in the Services, with Employer's Liability with a limit of Five Hundred Thousand Dollars (\$500,000) each accident.

Commercial General Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Commercial General Liability shall include Contractual Liability coverage. Engineer agrees to name the City as Additional Insured on such policies, but only to the extent of Engineer's negligence under this Agreement and only to the extent of the insurance limits specified herein.

Professional Liability insurance with limits of \$2,000,000 in the aggregate for professional liability arising out of the performance of services under this Agreement.

Engineer agrees to provide the City with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the City. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the City in the event of cancellation, non-renewal, or reduction in limits by endorsement.

ARTICLE XII – MISCELLANEOUS PROVISIONS:

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

1. Inspection of Documents.
The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the City shall have access to the records for inspection, during regular working hours at the Engineer's place of business.
2. Conferences, Visits to Site, Inspection of Work.
A representative of the City shall have the privilege of inspecting and reviewing the work being done by the Engineer and consulting with its staff at any time. Conferences are to be held at the request of the City or the Engineer.

3. Accuracy of Work. Engineer shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Engineer without additional compensation. Acceptance of the work by the City will not relieve the Engineer of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Engineer shall give immediate attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.
4. Relationship with Others. The Engineer shall cooperate fully with engineers on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the City. This shall include attendance at meetings, discussions and hearings, as may be requested by the City; furnishing plans and other data as may be requested from time to time by the City, and compliance with all directives issued by the City.
5. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall be delivered to and become the property of the City upon termination or completion of work. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the City upon request. All such information produced under this Agreement shall be available for use by the City without restriction or limitation on its use.
6. Termination. Engineer or the City may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which City or Engineer may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other City materials must be delivered and returned by the Engineer to the City within 15 calendar days of the demand of the City.

If the Agreement is terminated due to the Engineer's service being unsatisfactory in the judgment of the City, or if the Engineer fails to prosecute the work with due diligence, the City may procure completion of the work in such manner as it deems to be in the best interest of the City. The Engineer will be responsible for any excess cost in addition to that provided for in this agreement or any damages the City may sustain by reason of the termination of this Agreement due to unsatisfactory performance or prosecution.
7. Successors and Assigns. The City and the Engineer each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

8. Compliance with Laws. The Engineer shall keep itself fully informed of all existing and current regulations of the City, State, and Federal laws which in any way limit control or apply to the Engineer's services or actions or operations of those engaged upon the work. It shall at all times observe and comply with all ordinance, laws, and regulations, and shall protect and indemnify the City against any claims or liability arising from or based on any violations of the same.

The Engineer shall not discriminate against any qualified person because of her or his race, color, national origin, religion, age, sex or handicap in recruitment and recruitment advertising, employment, upgrading, promotion, demotion or transfer, lay-off or termination, rates of pay or other forms of compensation, other terms of conditions of employment and selection for training including apprenticeship.

10. Nondiscrimination. The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405(b), . In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Engineer's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.
11. Independent Contractor. The Engineer shall work as an independent contractor and not as an employee of the City. The Engineer shall be subject to the direction of the City only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Engineer shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the City except as required by this Agreement.
12. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.
13. Incorporation. This Agreement along with the Engineer's attached proposal and fee breakdown, incorporates the entire understanding and agreement of the parties.

14. Time of Essence. Timely performance of all duties provided herein is the essence of this Agreement.
15. Decisions Under this Agreement. The City will determine the acceptability of work performed under this Agreement, and will decide all questions which may arise concerning the project. The City's decision shall be final and conclusive.

ARTICLE XIII – PAYMENTS TO THE ENGINEER:

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

1. City will pay a not-to-exceed fee of \$82,978, as compensation for Engineer's services and expenses as set forth in the Engineer's attached Proposal and Rate Schedule.
2. Upon successful completion of each task outlined in the proposal, the Engineer will present an invoice to the City, and said invoice shall be approved by The Director of Public Works who will recommend payment to the Engineer.

ARTICLE XIV – ENCLOSURES & ATTACHMENTS

Engineer's Proposal to Provide Engineering Services and Current Rate Schedule.

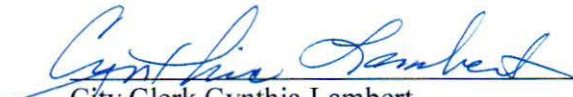
IN WITNESS WHEREOF, the City of Osage Beach, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Engineer has executed this agreement as of the date below.

Execution hereof is authorized by Ordinance No. 18-33.

Approved by:


John Olivarri
Mayor

Attest:


City Clerk Cynthia Lambert

By: 
Engineer
Jason Dohrmann, PE – Vice President

Approved to form this 9th day of July, 2018


City Attorney Edward Rucker

ENGINEER'S SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE I – SCOPE OF SERVICES

Whenever the phrases or words “CITY” or “City of Osage Beach” appear in this document, both the word and the phrase shall be construed signifying the “City of Osage Beach” acting through the Board of Aldermen and in conjunction and working with the City Engineer / Director of Public Works. This applies mainly to deliverables and review times as specified within.

HR Green will complete infrastructure and pedestrian improvements within the limits defined in the attached exhibit. More specifically, the following better describe the areas of interest:

1. HR Green will design an ADA-compliant sidewalk along the northeastern side of Osage Beach Parkway (OBP) between Barry Prewitt Memorial Parkway and Mace Road. These improvements will necessitate modifications to the existing OBP bridge over Route 54 and coordination with MoDOT. As a part of the process, HR Green will provide several conceptual options for the City’s review for location and type of pedestrian separation, as well as additional options for lighting and aesthetics which could be added to the bridge in conjunction with this project.

In order to achieve the above project goals and objective, the CONSULTANT will provide:

I. PROJECT MANAGEMENT

- a. Periodic Client Progress Meetings will be anticipated for the approximate duration of the project (total of 2 meetings anticipated). It is anticipated that all meetings will be held at the CITY offices. Progress meetings will be scheduled for 2 hours in duration to allow for travel and meeting minutes will be prepared and distributed to all attendees.
- b. Internal team meetings will be held as needed to ensure each team member (prime and subconsultant team members alike) are operating under the same directions and following the same guidance for the project. Meetings will last approximately one hour and will be held via conference call or Web-Ex. When applicable, meeting minutes will be prepared and shared with the CITY. Four (4) meetings are assumed for this task.
- c. Invoices and progress reports will be prepared monthly for the duration of the project (assume 14 months). The invoices will be prepared by the CONSULTANT in accordance with the standard Consultant Invoice from its accounting software. Subconsultants will prepare individual invoices for their work and submit the invoices to HR Green, who will summarize all the invoices into one comprehensive invoice.
- d. Subconsultant Services: Subconsultants will be used for specific parts of the contract where CONSULTANT does not have the ability to complete the work or where niche expertise is warranted. For this project, topographic and Right of Way surveys will be subconsulted. The subconsultant scope of service is provided along with a breakdown of fees, but for ease of understanding, the corresponding Subconsultant line items in the fee estimate are entered only as a single direct cost. CONSULTANT has hours shown in the fee estimate to coordinate with the Subconsultant with respect to scope, schedule and budget, as well as to process invoices.
- e. Quality Control Plan – CONSULTANT will establish review and checking procedures for the project deliverables. This includes designated responsibility for implementation of the Plan. Quality Assurance (or the process of executing the established Quality Control procedures) will be included in each individual task items and will be completed at appropriate points in time for that specific task. It is anticipated that these reviews will be completed prior to submittal of the following deliverables:
 - 1) Preliminary Plans
 - 2) Final PS&E

II. CONCEPTUAL DESIGN

- a. Project Coordination Kick-off Meeting – The CONSULTANT will hold a meeting with key agency stakeholders to explain the project, identify points of contact for each agency and identify key issues/concerns. Agency stakeholders will include: CITY, MoDOT, and others.
- b. Generate Conceptual Design Alternatives – The CONSULTANT will develop the following alternatives added to the existing Osage Beach Parkway bridge for pedestrian safety. The alternatives will be provided to the CITY for review and comment. The preferred alternative will be provided to MoDOT for review their approval.
 - 1) three (3) alternatives for pedestrian accommodations across the existing Osage Beach parkway bridge;
 - 2) three (3) options for aesthetic railing for the bridge (including treatments to the exterior and interior barriers if applicable);
 - 3) three (3) options for lighting (including both lighting of the interior and exterior of the bridge)
- c. Conceptual Alternative Memorandum – The CONSULTANT will provide graphical representations of each option in plan or profile view, and will provide a corresponding typical section for those options varying the existing layout. Preliminary design calculations will be performed in an attempt to identify and eliminate any unfeasible options. From these layouts and concepts, order of magnitude cost opinions will be developed and delivered in a Conceptual Alternatives Memorandum. This memo will explain the design alternatives and associated benefits and potential drawbacks of each alternative, along with HR Green's recommendation, to help the CITY proceed.
- d. Photo Rendering – The CONSULTANT will create a 3D model of the bridge using a number of various modeling computer programs. The model will be able to be viewed and rotated within a free viewer. The model will include the alternatives, finishes and colors and provide a realistic rendering of the proposed bridge with up to three (3) concepts included.
- e. Alternatives Selection – The CITY, with help from the CONSULTANT as requested, will select its preferred concept to move forward into Preliminary and Final design. It is assumed that the CONSULTANT will attend one (1) meeting to explain and present their findings to the CITY's Board of Alderman or designated committee. The CONSULTANT staff shall facilitate the meeting and explain the developed concepts and opinions of cost.

III. PRELIMINARY DESIGN

Based on preliminary discussions with the CITY, the CONSULTANT will provide Preliminary Plans that are approximately 30% complete. These plans will show the general nature of the proposed improvements and will include the following:

- a. Field Checks – The CONSULTANT will independently conduct a field check of the Topographic Survey or its component parts, as CONSULTANT deems necessary, to ensure all necessary aspects of the project are shown on the plans.
- b. Cover sheet with legend, sheet index, locator map, and abbreviations.
- c. Proposed typical sections.
- d. Reference ties sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits.
- e. Split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically. Design of horizontal and vertical alignment shall be sufficient to provide construction limits and cross sections.
 - 1) Approximate construction limits and easement / new right of way lines will be shown on the plan/profile sheets and will be based on the approximate construction limits.
 - 2) The location of all utilities, and book and page if the easement is on private property, based on available information.
 - 3) Potential aesthetic designs affecting the proposed sidewalk crossing of the Osage Beach Parkway bridge will be shown in plan view only at this time.
- f. Cross sections for mainline roads will be shown at fifty-foot intervals along the proposed centerlines of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. Driveway sections will also be shown at the preliminary plan stage.

- g. No analysis of stormwater drainage impacts will be completed for the project. It is assumed that the sidewalk design will allow original drainage characteristics and patterns to remain intact. Any drainage design required for this project will be considered extra work outside the scope of services, and will require a supplemental agreement to complete
- h. **Prepare Engineer's Estimate of Probable Cost (EEOPC)** – the CONSULTANT will, based on the preliminary plans, complete a preliminary engineer's estimate of probable cost utilizing recent bids in Osage Beach and the surrounding areas.
- i. **Utility Coordination** – CONSULTANT will coordinate utility company activities for the project. The CONSULTANT will attend one (1) Utility Coordination Meeting after the preliminary design submittal has occurred to discuss existing facilities, their avoidance by the CONSULTANT during on-going design, and possible relocation corridors for impacted facilities. The understanding is that the CONSULTANT will facilitate and run this meeting.
 - 1) For this Utility Coordination Meeting, the CONSULTANT will provide a preliminary plan submittal to utility providers, including an electronic (PDF) set of plans with the following sheets, if applicable: cover sheet, typical section sheets, plan sheets, and cross section sheets. Upon request, CAD copies of the plans can be made available to the utilities for their use.

IV. FINAL DESIGN

The Final Plans, Specifications, and Estimate (PS&E) submittal in accordance with the following information:

- a. Cover sheet with legend, sheet index, locator map, and abbreviations.
- b. **Tabulation of Quantities** – Quantity sheets (Summery "A-Sheet" and "2B-Sheet(s) with subsequent quantity breakdown with per item/per sheet/per stage quantities will be provided)
- c. Proposed typical sections
- d. Reference ties sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits. Reference points should be located approximately five hundred feet (500') apart.
- e. **Split plan and profile sheets** drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically for mainline and intersection streets.
- f. Individual curb ramp design details will provided as needed at a 1" equals 5' scale. Curb ramp details will include items such as landing locations, ramp locations, truncated dome locations, elevations necessary to provide ADA compliance, and design information (N, E, ELEV) at key locations to provide the contractor necessary assurance that compliance is achievable.
- g. **Bridge Design Tasks**
 - 1) **Structural Design Calculations** – The CONSULTANT will perform calculations to show that connecting railing to the top of the existing barrier(s) does not result in any structural insufficiencies. Additionally, calculations will be performed to determine if the existing prestressed concrete girders and reinforced concrete deck can accommodate the additional weight of either a raised sidewalk or separation barrier between the sidewalk and traffic lanes. Design shall be in accordance with the AASHTO LRFD Bridge Design Specifications, current edition at the time the design contract is executed, plus current interim specifications. The live load for the bridge will be determined in concert with MoDOT during the design process.
 - 2) **Structural Details** – Structural detail sheets will be prepared for the railing to be added to the existing barrier(s) showing material types, member shapes, sizes, welds, and baseplate connection details. Reinforcing details for the raised sidewalk or separation barrier will also be developed, along with joint details and their anchorage to the existing bridge deck.
 - 3) **MoDOT Coordination** – Coordination with the Bridge office will be required for any structural modifications made to the bridge. Time to communicate, make submittals, revise the plans based on review comments, and make another submittal is being accounted for. Two (2) submittals are expected.
- h. **Striping and Signage** plans necessary to remove the two way left turn lane (TWLTL) over the existing bridge will be shown on sheets drawn at a scale of 1" equal to 20'.
- i. **Guardrail Detail** sheets will be provided to transition between existing bridge barrier railing and new guardrail components.

- j. Erosion control plans will be provided on a split plan/plan sheet drawn at a scale of 1" equal to 20' horizontally, and will include specific locations for silt fence, waddles, ditch checks, rock dams, and other erosion control measures.
- k. Temporary Traffic Control will be shown on a singular Traffic Control Detail sheet since the project will likely entail a roving construction zone. Temporary Traffic Control Plans will show required lane drops, detours, required detour signage, etc. as necessary to meet the requirements of both MoDOT and the Manual on Uniform Traffic Control Devices (MUTCD).
- l. Prepare EEOPC – CONSULTANT will, based on the Final Design Plans, will complete an EEOPC (including right of way and utility costs within the estimate).

In addition to the specific PS&E requirements, the following items and assumptions are also included in this phase of work:

- m. Utility Coordination – The CITY will coordinate utility company activities for any adjustments required to be included in the final design plans. The CONSULTANT will make a Final PS&E (PDF) submittal to each utility company with facilities within the project corridor. Upon request, AutoCAD copies of the plans will be made available to the utilities for their use, if required.
 - 1) The CITY will be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as a result of this project.
 - 2) The CONSULTANT will attend one (1) Utility Coordination Meeting in conjunction with the Final Design Plans.
- n. The CONSULTANT shall prepare all necessary Project Bidding documents for review and approval by the CITY. The CITY will provide samples of the front-end Contractual documents and the CONSULTANT shall advise the CITY of any needed changes to these documents to meet correlate with JSPs.

V. BIDDING SERVICES / CONSTRUCTION SERVICES

Bidding Services for this project will include:

- a. The CONSULTANT will assemble the bidding packages for the project, and combine all required bidding information into a Bid Proposal. The CONSULTANT will provide twenty (20) half size copies of the plans and twenty (20) bound copies of the Project bidding documents to the City for use in bidding.
- b. Issuing written clarifications in response to RFI's (in the form of addenda to the advertisement for bids)
- c. Attendance at the bid opening and pre-construction meeting
- d. Shop drawing review for various items as required in the contract.

VI. DELIVERABLES PROVIDED BY CONSULTANT

CONSULTANT will deliver or provide the labor and materials to assemble the following submittals:

- 1. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.
- 2. Conceptual Plans
 - 1) One (1) PDF of the Technical Memorandum discussing options for pedestrian elements across the existing Osage Beach Parkway bridge, as well as lighting and railing options. Included will also be conceptual drawings and cost comparisons.
- 3. Preliminary Plans
 - 1) One (1) PDF set of Initial Preliminary Plans for review by the CITY
 - 2) One (1) ½-size set of Preliminary Plans to the CITY for their records and a PDF set to the utility companies as the deliverable.
- 4. Final PS&E
 - 1) One (1) PDF set of Construction Plans for preliminary review by the CITY
 - 2) One (1) PDF set of Final Plans to the CITY and the utility companies as the deliverable. In addition, one (1) electronic set of the Project Bidding Documents will be submitted to the CITY for preliminary review.
 - 3) One (1) PDF set of Final Plans to the CITY as the secondary final deliverable. In addition, one (1) electronic set of Project Bidding Documents will be submitted to the CITY for final approval. In addition, twenty (20) hard copies of the Construction Plans and Bidding Documents will be printed and delivered to the CITY for bidding.

- 4) One (1) Compact Disk (CD) containing an electronic copy of the Plans in AutoCAD format and including one (1) copy of the Bidding Documents in Microsoft Word format. The design will be completed in Microstation (using Geopak as the design software) and converted to AutoCAD for submittal to the utilities requesting electronic files.

VII. ASSUMPTIONS / EXCLUSIONS TO THIS PROPOSAL

- a. Right of Way surveys or Basemapping outside of the existing Osage Beach Parkway right of way. It is assumed that all design and construction will stay within current ROW limits.
- b. Lighting design plans are excluded because of the various options and differences in how the CITY may proceed. Lighting design will be handled with supplemental agreement if selected.
- c. Widening the bridge deck or any design plans required to do so are excluded from this scope. Scope refers to only options that modify the existing bridge deck at its current width.
- d. A standalone pedestrian structure is not being considered as a viable option for cost, and is therefore excluded from the conceptual alternatives phase.
- e. Traffic signal design warrants for, or any other related traffic signal work is not included in this proposal. Traffic signal interconnect work is also excluded from this proposal.
- f. Right of way design or acquisition services
- g. Wetland Mitigation / Soil Mitigation Plan.
- h. Archeological / Historical / Cultural Exploration
- i. Full size plans or mylars at final submission.
- j. Construction Phase services except as specifically described elsewhere in this document.
- k. Any fees required for approvals or permits.
- l. Retaining Wall design (including plan or elevation layouts or modular / cast in place structural designs)
- m. Any work related to condemnation of specific parcels, including exhibits.
- n. GIS-related work or conversion of project construction documents thereto.
- o. FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR).

PROJECT: OSAGE BEACH PARKWAY - PHASE 5 SIDEWALKS
 PROJ. NO.: 180660
 CLIENT: City of Osage Beach, Missouri
 CLIENT PM: Nicholas Edelman, PE - Public Works Director / City Engineer
 CONSULTANT PM: Jason Dohmann, PE

EXHIBIT "L"

Stripmap Mounting
 Mileage to City Hall
 Car Rental

						TOTAL HOURS		HR GREEN, INC.																	
						460		3		102		66		306		225		40		25					
								225		202		184		132		116		102		72		75.00			
								675		20904		11960		40392		26100		4080		1800		8 750.00			
								0.7%		22.2%		14.1%		66.5%		48.9%		8.7%		5.4%					



HRGreen

▷ 16020 Swingley Ridge Road | Suite 205 | Chesterfield, MO 63017
Main 636.519.0990 + Fax 636.519.0996

▷ HRGREEN.COM

May 18, 2018

Mr. Frederick Carroz, PLS
Survey Department Manager
Engineering Surveys and Services
802 El Dorado Drive
Jefferson City, Missouri 65101

Dear Fred,

HR Green is in the process of scope and fee development with the City of Osage Beach to complete sidewalk improvements to Osage Beach Parkway between Barry Prewitt Memorial Drive and Mace Road. This project will add a sidewalk to the west side of Osage Beach Parkway and cross the existing bridge over Route 54, as further defined in the following scope of services.

Please provide a cost plus fixed fee estimate required for your firm to complete scope of work listed below.

TOPOGRAPHIC AND RIGHT OF WAY SURVEYS

1. Project:

- 1.1. For this project, topo collection shall occur generally following the clouded area shown on the attached exhibit. The intent is to limit the surveys to an area generally approximately 60-feet wide between the existing edge of pavement towards private property. In the area leading up to the bridge and including the bridge, the entire bridge should be surveyed (top of structure and bridge cone/slopes; under the bridge is of no concern to us)
- 1.2. The data collected should be sufficient to properly identify drainage patterns, roadway and adjacent ground line grades, sidewalk and trail cross slopes, and other identifying features.

2. Survey Requirements:

2.1. General

- 2.1.1. The approximate area of coverage for each project is as described in the above section and shown on the attached exhibit.
- 2.1.2. Previous surveys performed in this area should not be used or combined with the new topographic survey w/o prior approval from HR Green.
- 2.1.3. The Surveyor of record shall be a Registered Land Surveyor registered in the State of Missouri.
- 2.1.4. Drawing / Survey specifics:
 - 2.1.4.1. Horizontal and vertical control shall be Missouri State Plane Coordinate System of 1983, Central Zone is preferred.
- 2.1.5. The Surveyor shall perform all field work necessary to accurately determine the property line and existing physical conditions of the areas, set monument markers, establish benchmarks and ascertain and record on a "topo" map and boundary survey drawing the information and data as specified in this document.
- 2.1.6. Under the Missouri Underground Facility Safety and Damage Prevention statute (RSMo Chapter 319), the surveyor shall make contact with and submit tickets to Missouri One Call to locate underground utilities in the area requested for survey. Copies of the tickets shall be provided to HR Green upon delivery of the completed survey work. It is expected that the surveyor also contact each utility company separately in the attempt to obtain basemaps, and then verify the field survey information represents what is documented as best as possible.

2.2. Right of Way / Boundary Survey:

- 2.2.1. Property research for each parcel along the alignment, including property owner name, assessor's map number, deed book and page, and size of parcel (in square feet and acres) obtained from the Camden County Recorder of Deeds.
- 2.2.2. Show and locate all existing easements of record for the property either from the record plat or recited in the landowner's conveyance deed. Surveyor will not be responsible for providing a title search for all properties shown; only easements showing up on subdivision plat will be shown on properties.
- 2.2.3. Locate all existing property corners with frontage to the project.
- 2.2.4. All proposed improvements are expected to remain within existing Right of Way. Therefore only the existing ROW lines along Osage Beach Parkway are expected. If additional easements or ROW are required as the project progresses, a supplemental agreement will be required to complete this work.
- 2.3. Topographic Survey:
 - 2.3.1. Trees: Indicate the location, size and species of trees over 6 in. in trunk diameter and wooded areas where trees of smaller diameter are in profusion. Locate perimeter only of thickly wooded areas or scrub brush. Landscaping shall also be included (shrubs, bushes, mulched planting beds).
 - 2.3.2. Provide benchmarks used (Benchmark to be adopted) or control points set, and any reference datum required for the project in an electronic file suitable for use in the plans. Control points shall be three-point tied to existing monuments outside of the proposed construction limits of the project and spaced no more than five hundred (500') feet apart. Also provided in the electronic file shall be a description of the coordinate system / zone used, geographic reference station used, coordinate values held for azimuth and direction, the grid factor, and the origin point for scaling. If possible, benchmarks from projects currently in design or construction within the identified corridor shall be referenced and adopted.
 - 2.3.3. Streets, Alleys and Parking Lots: The following data shall be indicated on the Survey. Drawings for all roads or lots adjacent to the site:
 - 2.3.3.1. Name and /or route number.
 - 2.3.3.2. Direction of traffic.
 - 2.3.3.3. Distance between curbs.
 - 2.3.3.4. Type, dimension and condition of paving, where no paving exists, so note.
 - 2.3.3.5. Location and dimension of existing paving striping, if any.
 - 2.3.3.6. Elevations along center lines at twenty-five foot (25') intervals and intersections for a distance of 50-feet past the radius return of each side street.
 - 2.3.3.7. Edge of pavement and type of pavement.
 - 2.3.3.8. Spot elevation on paved parking lots at a grid interval of 25'± and at any obvious ridge points, low points and parking lot depressions.
 - 2.3.3.9. Driveway pavement, type and jointing (private driveways only).
 - 2.3.3.10. Raised islands (and type).
 - 2.3.3.11. Street signs.
 - 2.3.3.12. Mailboxes.
 - 2.3.3.13. Traffic signal bases, posts, push button locations, and pull boxes.
 - 2.3.3.14. Subdivision monuments.
 - 2.3.3.15. Right of way markers.
 - 2.3.4. Sidewalks, Curbs and Gutters: The following data shall be indicated for all sidewalks, curbs, and gutters on or adjacent to the site (where no sidewalks, or curbs or gutters exist, the fact shall be noted):
 - 2.3.4.1. Whether it is curb only, or curb and gutter (and type of curb – granite or other).
 - 2.3.4.2. Elevations of sidewalks along the edge nearest to the site at twenty-five foot (25') intervals, at corners, at points of curvature and points of slope change.
 - 2.3.4.3. Elevations of tops of curbs and flow lines of gutters at twenty-five foot (25') intervals, at corners, at points of curvature and points off slope change.
 - 2.3.4.4. Edges of sidewalk and sidewalk type.

- 2.3.4.5. Sidewalk widths and elevations.
- 2.3.4.6. Curb ramps including truncated domes and landing areas at top of ramps.
- 2.3.4.7. Crosswalk markings and tinted / patterned pavement treatment at crosswalks.
- 2.3.5. Utilities: The following information pertaining to utilities at the site shall be shown and noted on the Survey Drawing:
 - 2.3.5.1. Electric & Telephone: Location of available electric and telephone service. Location of electric and telephone lines, poles and manholes. Location of street lights, traffic signal equipment and utility boxes.
 - 2.3.5.2. Water: Location of water mains, hydrants, valves and manholes. Indicate size of water mains.
 - 2.3.5.3. Gas: Location and size of gas mains including type, pressure, and source of gas supply.
 - 2.3.5.4. Sewers: Location, size, direction of flow, rate of fall, and type of material of sanitary, storm or combined sewer mains. Indicate whether public or private and whether the use is exclusively for sanitary waste or storm drainage. Indicate elevations of structure top, flow line, location of manholes and elevations of all "in" and "out" inverts (within the intersection only). Indicate dimensions of existing storm drain out fall protection (riprap).
 - 2.3.5.5. Others not identified herein but identified as a part of One Call or other visual identification onsite.
 - 2.3.5.6. Irrigation Systems: Location of sprinkler heads, control boxes and backflow preventers.
- 2.3.6. Elevations and Contour Lines: All data collected for the site shall be taken on a grid suitable to the topography and size of the site.
 - 2.3.6.1. Contour lines shall be drawn at intervals that accurately reflect the existing topography of the site but in no case more than one foot (1') intervals unless otherwise approved by HR Green.
 - 2.3.6.2. Spot elevations shall be provided specifically in areas to clearly define the site topography (e.g. at swales, ridges, valleys, etc.). Spot elevations shall be to the nearest .01 foot.
 - 2.3.6.3. Elevations shall be marked on contour lines at regular intervals.
 - 2.3.6.4. Where concrete or grass ditches exist, spot elevations shall be provided at 50 feet intervals. At a minimum, the low point and approximate top of slope of the swale shall be included at each interval.
 - 2.3.6.5. All ridges or valleys or any other breaklines necessary for an accurate Digital Terrain Model (DTM) of the project, and all other pertinent existing features which may affect the proposed design

3. Deliverables:

- 3.1. The Survey Drawing(s) shall contain a signed certification by the surveyor that the survey of the described property was made under its supervision and that the data shown thereon is true and correct.
- 3.2. The following electronic files on a CD (or by email):
 - 3.2.1. Separate files containing the topographic survey, right of way survey and digital terrain model information for the project in Microstation format using the GeoPAK SS4 software.
 - 3.2.2. The digital terrain model file shall contain the information (e.g. 3D elements, tags, breaklines, random points, etc.) necessary to generate a digital terrain model (DTM). The file shall also contain the surface triangles used by the surveyor to produce the contours shown on the drawings. This DTM data shall be provided on separate layers in the Microstation file.
 - 3.2.2.1. Electronic file containing reference ties, benchmarks, control points, etc. as described above.
 - 3.2.2.2. ASCII file containing points for project.
- 3.3. Paper copies of all deeds and maps obtained for use for the project.
- 3.4. Copies of the pages in the field book pertaining to the job (benchmark/level loop calculations, reference tie drawings, etc.).



HRGreen

Osage Beach Parkway
Revised Surveying RFP
May 18, 2018

We appreciate the continued opportunity to work with you on this and previous projects, and appreciate your interest in working with us. Should you have questions or require any further information, please do not hesitate to contact me directly at (636) 812.4209, by cellular phone at (314) 974.0229 or by email at jdohrmann@hrgreen.com.

Sincerely,
HR GREEN, INC.

Jason S. Dohrmann, PE
Regional Director – Transportation / Site Leader

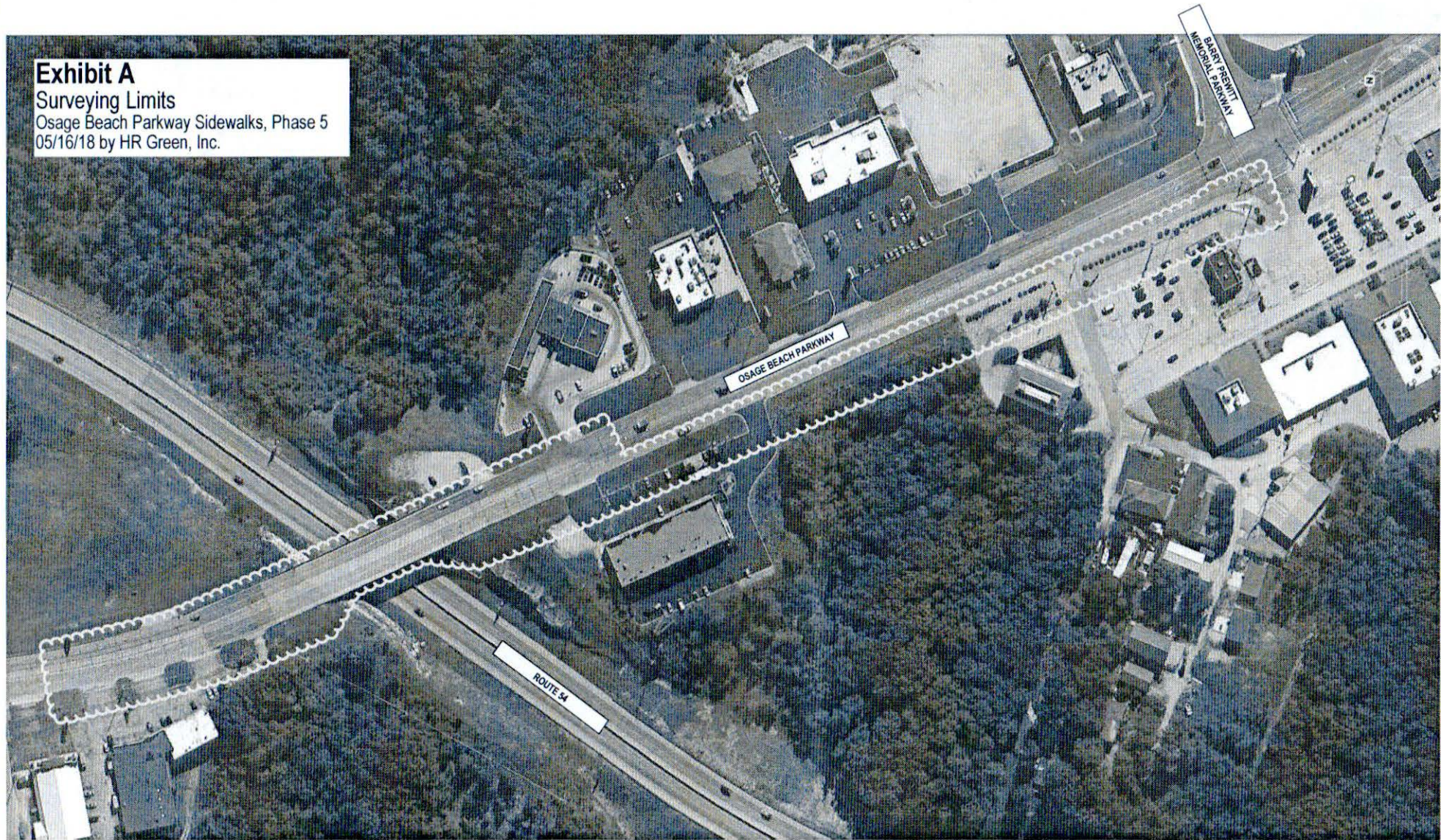
cc: John Frerking, PE; Dan Rahn, PE
Engineering Surveys & Services

(Exhibit Follows)

Exhibit A

Surveying Limits

Osage Beach Parkway Sidewalks, Phase 5
05/16/18 by HR Green, Inc.



Estimated Costs
HR Green
Osage Beach Parkway b/w Barry Prewitt Memorial Drive and Mace Road
Osage Beach, Camden County, Missouri
May 18, 2018

SURVEY FEE	<u>Hours</u>	<u>Rate (Salary Only)</u>	<u>Cost</u>
Boundary, Topographic Survey			
Firm Principal	<u>2</u>	<u>\$ 70.00</u>	<u>\$ 140.00</u>
Professional Surveyor	<u>24</u>	<u>\$ 67.62</u>	<u>\$ 1,622.88</u>
Project Surveyor	<u>48</u>	<u>\$ 22.01</u>	<u>\$ 1,056.48</u>
Survey Technician	<u>45</u>	<u>\$ 18.98</u>	<u>\$ 854.10</u>
Sr. CAD Designer	<u>8</u>	<u>\$ 53.55</u>	<u>\$ 428.40</u>
CAD Designer	<u>36</u>	<u>\$ 22.50</u>	<u>\$ 810.00</u>
SUBTOTAL			<u>\$ 4,911.86</u>
Payroll Overhead (Est. at	<u>36.08</u>	% X SUBTOTAL)	<u>\$ 1,772.20</u>
General and Admin. Overhead (Est. at	<u>131.3</u>	% X SUBTOTAL)	<u>\$ 6,449.27</u>
TOTAL LABOR & OVERHEAD			<u>\$ 13,133.33</u>
Fixed Fee	<u>12</u>	% X TOTAL LABOR & OVERHEAD)	<u>\$ 1,576.00</u>
TOTAL LABOR, OVERHEAD & FIXED FEE			<u>\$ 14,709.33</u>
Other Direct Costs			
Total Station/GPS			<u>\$ 500.00</u>
Computer Time			<u>\$ 300.00</u>
Printing, Postage, Boat Rental, Misc.			<u>\$ 400.00</u>
Mileage			<u>\$ 350.00</u>
Title Info			<u>\$ -</u>
Hotel/Perdiem			<u>\$ -</u>
Survey Recording Fee			<u>\$ -</u>
SUBTOTAL DIRECT COSTS			<u>\$ 1,550.00</u>
TOTAL			<u>\$ 16,259.33</u>