



January 7, 2016

Mr. Rick C. Brown, PE, PTOE
Director of Public Works / City Engineer
City of Wildwood
16860 Main Street
Wildwood, MO 63040

RE: Proposal for Engineering Services for Pond-Grover Loop Road, Wildwood, Missouri
515-0145-00P

Dear Mr. Brown:

As requested, we are submitting the following proposal for engineering services pertaining to the evaluation of neighborhood traffic flows and concept plan development for the planned Pond-Grover Loop Road in Wildwood, Missouri (City). The connection of Pond-Grover from Route 109 to Route 100 (opposite Taylor Road) has been planned for some time, and a current residential development proposal known as Brightleaf will construct a portion of the roadway while adding to area traffic.

Task 1: Pond-Grover Loop Road Traffic Study

The City has requested that the traffic impacts associated with both the Brightleaf subdivision and the extension of the Pond-Grover Loop Road be evaluated for six primary roadways within the adjoining neighborhoods:

- » Green Pines Drive
- » Forest Leaf Drive
- » Birch Forest Drive
- » Fullerton Meadows
- » Pond-Grover Loop Road
- » Westglen Farms

The focus on this evaluation will be the a.m. and p.m. peak hours of a typical weekday, as identified in the Brightleaf traffic study report, as well as an assessment of total traffic flows over the course of a typical weekday.

In order to evaluate traffic flows throughout this study area, it is anticipated that a total of 8 existing intersections will be evaluated. Three of these intersections were already counted as part of the Brightleaf traffic study, while 5 require new data collection, as follows:

1. Pond-Grover Loop Road at Hickory Manor Drive (already counted)
2. Pond-Grover Loop Road at Green Pines Drive
3. Forest Leaf Parkway at Fullerton Meadows Drive (already counted)
4. Forest Leaf Parkway at Birch Forest Drive
5. Forest Leaf Parkway at Green Pines Drive (already counted)

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St. Louis, Missouri 63101

PHONE: 314.621.3395



6. Westglen Farms Drive at Fullerton Meadows Drive
7. Westglen Farms Drive at Green Pines Drive
8. Westglen Farms Drive at Forest Leaf Parkway

Scope of Services for Task 1

1. Collect available information from the City including the site plans of any approved or proposed developments or roadway changes within the study area. Our team will inspect the study area to identify potential traffic-related issues, access constraints and existing operating conditions.
2. Collect turning movement counts at the five intersections noted above during the morning (7:15-8:15 a.m.) and afternoon (4:45-5:45 p.m.) peak hours of a typical weekday.
3. Review 24-hour mechanical traffic count data to be provided by the City. These daily counts will be used to relate peak hour counts to overall Average Daily Traffic (ADT) flows.
4. Perform field observations of pedestrian activity at and around Green Pines Elementary School. These observations would inform an assessment of current and future (if Pond-Grover Loop Road is extended) pedestrian safety concerns.
5. Perform vehicle "tracing counts" throughout the study area to help quantify the existing travel patterns to/from various neighborhoods and streets. These tracing counts and observations will be used to help estimate the diversion of traffic, as noted in Task 5.
6. Forecast the diversion of traffic to/from the study intersections when the complete Pond-Grover Loop Road is in place.
7. Forecast the increase in traffic that will be generated by the build-out of the Brightleaf subdivision based on their traffic study projections, assuming the complete Pond-Grover Loop Road is in place.
8. Identify any roadways or roadway segments within the study area where significant changes in character will be anticipated on the neighborhood streets based on current/projected ADT and industry standards for different types of roadways. Where feasible, corrective actions to protect against negative traffic impacts will be recommended.
9. Prepare a written report summarizing our findings and conclusions along with graphics, as needed, to illustrate any recommended improvements.
10. Attend up to two meetings with the City or other review agencies to discuss the findings of the traffic study.

Exclusions, Extra Costs and/or Supplemental Services

The above scope does not include costs for meeting time beyond that specified in Item 10; design services; construction administration or staking; and development and implementation of any signal timing plans. If needed, these or any other supplemental services will be performed on a time and materials basis using the attached rates unless they are addressed by a separate proposal. However, no additional work will be performed without your direction or authorization.



Task 2: Pond-Grover Loop Road Concept Plan

The City has requested that a concept plan be developed for Pond-Grover Loop Road from State Route 109 to the northern boundary of the Brightleaf development. At a minimum the concept plan shall include:

- » Plan view (strip map) of the proposed improvements
- » Typical sections
- » Landscaping concepts
- » Cost estimate
- » Presentation of the concept plan at an open house public meeting

In addition to these required items, the City has requested that the following additional tasks be included in the concept plan, if budget and/or data availability allows:

- » Roadway profile
- » Cross sections
- » Utility impacts
- » Right of Way impacts
- » Drainage impacts
- » Traffic Noise Considerations

It is anticipated that, pending results of the traffic study completed in Task 1, the typical section will be a two-lane parkway with curb and gutter, landscaped center median, and pedestrian accommodations similar to the section proposed for Pond-Grover Loop Road within the Brightleaf development and that the plan will include traffic calming features, such as roundabouts, where applicable.

Scope of Services for Task 2

1. Collect available information from the City and other sources for the project area such as existing plans and maps, and publicly available aerial images and existing surface data for use in developing the concept plan. Field survey data will not be acquired.
2. Perform a site visit to observe existing conditions and review data collected.
3. Develop a typical section and concept plan for the corridor for initial review/comment by the City. It is anticipated that one (1) typical section will be developed for the entire corridor. The two (2) stop controlled intersections within the project limits will be evaluated for improvements which may include preliminary layouts for installation of roundabouts.
4. Review existing drainage infrastructure and identify potential improvements that will be needed.
5. Review existing utilities within the corridor from mapping obtained from the City or utilities and identify potential impacts.
6. Review existing right of way limits and potential right of way needs utilizing available GIS data.



7. Develop preliminary concepts for landscape elements to be incorporated into the concept plan. This will include conceptual landscape feature types only; the identification of specific plant species and landscape details are not included.
8. Prepare a strip map and preliminary cost estimate for the proposed concept.
9. Prepare up to 2 – 24" x 36" exhibits in addition to the strip map to be presented at an open house public meeting.
10. Attend the open house public meeting and up to two additional meetings with City personnel.
11. Make final revisions to the concept plan based on the public comments from the open house meeting.

Exclusions, Extra Costs and/or Supplemental Services

The above scope does not include costs for meeting time beyond that specified in Item 10; topographic or property survey; detailed engineering design services beyond those detailed above; noise analysis; landscape design; construction administration or staking; and development and implementation of any final plans and specifications. If needed, these or any other supplemental services will be performed on a time and materials basis using the attached rates unless they are addressed by a separate proposal. However, no additional work will be performed without your direction or authorization.

Proposed Fee

The services described above would be performed on a lump sum basis for a fee of \$25,000.00. These fees would be subject to increase if any new tasks, or expansion of the tasks specifically listed above, are required or requested.

Acceptance

If you accept the scope and fee noted above, please sign and return the attached Agreement for Limited Professional Services for final execution. We will return a fully executed copy for your files.

If you have any questions or comments concerning this proposal, don't hesitate to contact me. We look forward to working with you.

Sincerely,

The Lochmueller Group

A handwritten signature in black ink that reads "Dustin B. Riechmann".

Dustin B. Riechmann, PE, PTOE
Traffic Engineering Manager



An Agreement for the Provision of Limited Professional Services

Date: January 7, 2016

Project No: 515-0145-00P

Client: Mr. Rick C. Brown, PE, PTOE
Director of Public Works / City Engineer
City of Wildwood
16860 Main Street
Wildwood, MO 63040

Client Project No.:

Project Name/Location:

Traffic Study & Concept Plan for Pond-Grover Loop Road – Wildwood, Missouri

Scope/Intent and Extent of Services:

Preparation of a Traffic Study & Concept Plan for Pond-Grover Loop Road per the attached scope of services.

Fee Arrangement:

Lump sum basis for a fee of \$25,000.00 as reflected by the attached proposal. Contract supplements will be issued for all additional tasks, if required.

Special Conditions:

All meeting time or additional tasks not specified in the attached Scope of Services would be billed as extras on a time and materials basis using the attached billing rates unless a contract supplement or a separate agreement is issued.

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.
PLEASE REVIEW THEM CAREFULLY.**

Offered by: Lochmueller Group

Accepted by: City of Wildwood

Signature

Signature

Scott Smith, PE, Branch Manager

Printed Name and Title

Printed Name and Title

Date

Date

TERMS AND CONDITIONS

Lochmueller Group (**Lochgroup**) shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, Lochgroup will have access to the site for activities necessary for the performance of the services. Lochgroup will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and **Lochgroup** shall be submitted to non-binding mediation. Client and **Lochgroup** agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. Should client and Lochgroup fail to resolve their dispute by mediation, they agree that jurisdiction for any litigation concerning such dispute shall be in a federal or state court situated in Vanderburgh Village, Indiana, subject to applicable law.

Billings/Payments:

Invoices for **Lochgroup's** services shall be submitted, at **Lochgroup's** option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, **Lochgroup** may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.0% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including attorney's fees and court costs.

Certifications:

Guarantees and Warranties: **Lochgroup** shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence **Lochgroup** cannot ascertain. Any opinions or probable project costs or construction costs rendered by **Lochgroup** represent its best judgment and are furnished for general guidance only. **Lochgroup** makes no warranty, either express or implied, as to the accuracy of such opinions as compared to bid or actual costs. **Lochgroup** warrants only that it will use that degree of care and skill ordinarily exercised under similar conditions by the engineering profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by this Agreement.

Responsibility for Claims:

In recognition of the relative risks, rewards and benefits of the project to both the Client and **Lochgroup**, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, **Lochgroup's** total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the amount of **Lochgroup's** total compensation for services paid and received by **Lochgroup** under this agreement. Such causes include, but are not limited to **Lochgroup's** negligence, errors, omissions, or breach of contract. **Lochgroup** shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements of any federal or state agency.

Subcontractors:

If **Lochgroup** has been asked by the Client to subcontract certain geotechnical, architectural, survey or laboratory testing services on behalf of the Client, **Lochgroup** agrees to do so only as an accommodation to the Client and in reliance upon the Client's



assurance that the Client will make no claim to bring any action at law or in equity against **Lochgroup** as a result of this subcontracted service. The Client understands that **Lochgroup** is neither trained nor knowledgeable in the procedures or results of the subcontractor's services and the Client shall not rely upon **Lochgroup** to check the quality or accuracy of their services. In addition, the Client agrees to the fullest extent permitted by law to indemnify and hold **Lochgroup** harmless from any damage, liability or cost (including attorneys' fees and costs of defense) arising from the services performed by this subcontractor except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of **Lochgroup**.

Termination of Services:

This agreement may be terminated by the Client or **Lochgroup** should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay **Lochgroup** for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepare by **Lochgroup** as instruments of service shall remain the property of **Lochgroup**. **Lochgroup** shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.



**LOCHMUELLER GROUP
2015 HOURLY RATE SCHEDULE
ENGINEERING AND LAND SURVEYING SERVICES**

Classification	Hourly Rate
Principal	\$215
Senior Project Engineer	\$165
Senior Appraiser	\$140
Project Engineer IV	\$155
Project Engineer III	\$145
Project Engineer II	\$105
Civil Engineering Specialist I	\$90
Transportation Planner/GIS Specialist	\$80
Senior Designer	\$115
Engineering Designer III	\$105
Engineering Designer II	\$95
Engineering Designer I	\$85
Marketing Director	\$115
Administrative Technician I	\$65
Field Technician	\$50

OVERTIME work will be performed only at the direction of the client. All work on survey crews, drafting or clerical over eight hours per day or work performed on Saturday or holidays is considered overtime and will be billed at 1.25 times above quoted rates.

CONSTRUCTION LAYOUT: Contractors shall verify construction layout stakes and notify the surveyor of any discrepancies prior to construction. Lochmueller Group does not assume responsibility for construction costs for any corrections.

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at a rate of \$0.50 per mile. Direct expenses include but are not limited to: mileage, filing fees, testing, express mail costs, etc. provided that they are reasonable and necessary for the accomplishment of the work.

These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.