

**“AN ORDINANCE OF THE VILLAGE OF LOCH LLOYD, MISSOURI, AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO A CONTRACT FOR COST SHARE APPLICATION ASSISTANCE WITH TREKK DESIGN GROUP, LLC, PURSUANT TO THE PROPOSAL SUBMITTED AND DATED MARCH 12, 2024.”**

WHEREAS, at its February 27, 2024 Board meeting, the Village Board of Trustees voted unanimously to seek professional engineering, design, and application assistance for the installation of a permanent traffic signal at the intersection of Loch Lloyd Parkway and Route D/Holmes Road; and

WHEREAS, the Village has received a contract submittal entitled Cost Share Application Assistance (the “Contract”) from Trekk Design Group, LLC, of Kansas City, Missouri which comports with the scope of services requested from the February 27, 2024 vote; and

WHEREAS, the Contract contemplates initial deliverables including a conceptual layout of the traffic signal, and a conceptual construction cost estimate for \$5,000.00 and, if approved by the Missouri Department of Transportation, all additional civil engineering services to complete the new traffic signal at a cost between \$55,000.00 and \$75,000.00; and

WHEREAS, the Village is inclined to retain the services of Trekk Design Group, LLC, pursuant to the scope of services, identified costs and rates identified in the Contract.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LOCH, LLOYD, MISSOURI AS FOLLOWS:**

Section 1. The submission of Trekk Design Group, LLC, a copy of which is attached hereto and incorporated by reference herein as Exhibit “A”, is hereby accepted and the Chairman of the Board of Trustees is hereby authorized to enter into the Contract (entitled Cost Share Application Assistance) presented by Trekk Design Group, LLC, for the initial deliverables, and if approved by the Missouri Department of Transportation, all additional civil engineering services to complete the new traffic signal all pursuant to the proposal submitted and dated March 12, 2024.

Section 2. Effective Date. This Ordinance shall become effective after its passage and approval and any parts of other Ordinances in conflict are hereby repealed.

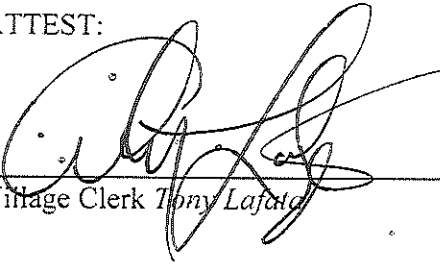
Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

*[Remainder of page intentionally left blank.]*

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 20<sup>TH</sup> DAY OF FEBRUARY, 2024, BY THE FOLLOWING VOTE:

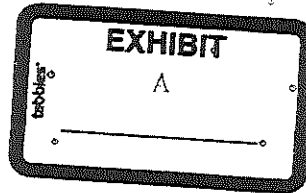
Trustee Lafata	<u>✓</u>
Trustee Withey	<u>/</u>
Trustee Douglas	<u>/</u>
Trustee Little	<u>/</u>
Trustee Schultz	<u>/</u>

ATTEST:

  
\_\_\_\_\_  
Village Clerk *Tony Lafata*

APPROVE

  
\_\_\_\_\_  
Chairman, *Randal Schultz*



March 12, 2024

Tony Lafata  
Village Clerk  
The Village of Loch Lloyd  
16610 Eden Bridge  
Village of Loch Lloyd, MO, 64012

Re: **Cost Share Application Assistance**

Dear Board of Trustees:

As requested, TREKK Design Group (TREKK) is pleased to provide a proposal to assist the Village of Loch Lloyd (Village) with the submittal of a cost share application to the Missouri Department of Transportation (MoDOT). The cost share application is related to the installation of a permanent traffic signal at the intersection of Loch Lloyd Parkway and Route D/Holmes Street.

We understand the following deliverables are requested from TREKK to include with the cost share application to MoDOT:

- Conceptual layout of traffic signal
- Conceptual construction cost estimate

TREKK will provide these initial deliverables for a lump sum amount of \$5,000, as indicated on the attached agreement.

If the cost share is approved by MoDOT, we understand the Village is interested in TREKK providing civil engineering services for the new traffic signal. The following tasks are not comprehensive, but provide an overview of these services:

- Topographic and property survey
- Utility coordination/investigation
- Coordination with MoDOT
- Preliminary and final design plans
- Cost estimate
- Bid and letting preparation
- Coordination with contractor

TREKK estimates the cost of these professional services to be between \$55,000 and \$75,000.

Further, this proposal is based on the following schedule:

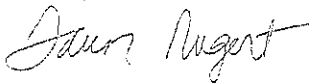
- Approval of TREKK's agreement by Board on March 20, 2024
- Submittal of cost share application to MoDOT by April 12, 2024
- Announcement of cost share approval in June 2024
- Execute Agreement (City and DOT) in July 2024
- Submittal of contract for design services in August 2024
- Approval of TREKK's contract by Board in August 2024
- Amendment to add project to MoDOT STIP in September 2024
- Final plans complete by Spring 2025

TREKK has provided similar civil engineering services for many public agencies within the Kansas City region. As an overview, we have attached a summary of the traffic engineering services provided. We also encourage you to contact the following references to learn more about our customer experience.

- Doug Wesselschmidt, Public Works Director, City of Grandview, MO; [dwesselschmidt@grandview.org](mailto:dwesselschmidt@grandview.org); (913) 238-2624
- Dave Clark, Project Manager, Unified Government, KS; [dclark@wycokck.org](mailto:dclark@wycokck.org); (913) 573-5721
- Seth Gotchey, Project Manager, City of Overland Park, KS; [seth.gotchey@opkansas.org](mailto:seth.gotchey@opkansas.org); (913) 895-6052

TREKK's mission is to IMPROVE LIVES by providing direction to enable community growth. Assisting the Village with this traffic signal project will allow us to live out our mission by providing improved safety and operations for drivers and the community.

Sincerely,  
TREKK Design Group, LLC



Tawn Nugent, DBIA, PE  
Associate Partner | Transportation



A D/WBE, WOSB Certified  
Civil Engineering Firm

March 12, 2024

Tony Lafata  
Village Clerk  
The Village of Loch Lloyd  
16610 Eden Bridge  
Village of Loch Lloyd, MO, 64012

Re: Cost Share Application Assistance

Dear Board of Trustees:

Please find below our contract proposal for professional services for the above mentioned project. Hereinafter, TREKK Design Group, LLC will be defined as the Consultant and the Village of Loch Lloyd will be defined as the Owner.

#### SCOPE OF SERVICES

##### I. Services to be provided by TREKK Design Group, LLC

###### A. Professional Services

- 1) Assistance with cost share application prepared by the Missouri Department of Transportation (MoDOT).
- 2) Conceptual layout of traffic signal to be included with cost share application in PDF format.
- 3) Conceptual construction cost estimate to be included with cost share application in PDF format.

###### B. Owner Responsibilities

- 1) Coordination with MoDOT.

###### C. Additional Services

All additional work requested by the Owner will be billed on an hourly basis according to the rate schedule shown below. Extra work will include, but not be limited to:

- 1) Changes in Scope of Services.

##### II. CONTRACT FEE AND BILLING

The Owner shall compensate TREKK Design Group for Scope of Services described above and in accordance with Terms and Conditions of this Agreement as follows:

A. For (A) PROFESSIONAL SERVICES compensation shall be on a lump sum basis of \$5,000.00.

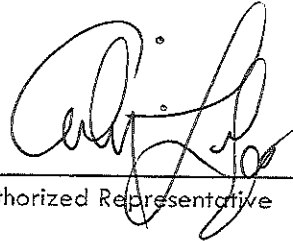
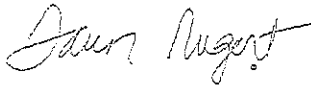
B. For (C) ADDITIONAL ASSISTANCE compensation shall be computed on an hourly basis according to our hourly rate schedule.

All work shall be performed according to our Standard Terms and Conditions of Contract, incorporated into this contract by reference herein and attached as Exhibit A.

If this Contract Proposal is acceptable and outlines our complete agreement, please signify your acceptance by signing in the space provided and return a copy to our office. Facsimile followed by hard copy is acceptable. This Document will then constitute our complete Agreement.

TREKK DESIGN GROUP, LLC

THE VILLAGE OF LOCH LLOYD



Tawn Nugent, DBIA, PE  
Associate Partner

Date

Authorized Representative

3/20/24  
Date



A D/WBE, WOSB Certified  
Civil Engineering Firm

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**Exhibit A**  
**TREKK Design Group, LLC**  
**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**1. RIGHT of ENTRY:**

The Client will provide for right of entry for Consultant in order to complete the work. While Consultant will take reasonable precautions to minimize any damage to the property, it is understood by Client that some damage may occur in the normal course of work, the correction of which is not part of this Agreement.

**2. CONSTRUCTION SITE INSPECTION:**

At construction sites, the presence of Consultant field representatives will be for the purpose of providing inspection of only the work with which Consultant has agreed to be involved. Opinion of Consultant as to the contractor's adherence to plans and specifications will be reported. Our work does not include supervision or direction of the actual work of the contractor, their employees, or agents. The Contractor should also be informed that neither the presence of our field representative, nor the observation by our firm shall excuse him in any way for defects discovered in their work. Our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the Contractor.

**3. INVOICES:**

Consultant will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from each invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

**4. OWNERSHIP of DOCUMENTS:**

Reports, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant as instruments of service shall remain the property of Consultant. Client agrees that reports and other work furnished to the Client or their agents that are not paid for will be returned upon demand and will not be used by the Client for any purpose whatsoever.

**5. STANDARD of CARE:**

Service performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

**6. LIMITATION of LIABILITY:**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**7. INSURANCE and INDEMNIFICATION:**

Consultant and the consultants employed by it are protected by worker's compensation insurance, and Consultant has such coverage under public liability and property damage insurance policies that Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from and against damage, liabilities, or costs to the extent caused by the negligent acts by Consultant, and consultants employed by it. Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance.

8. **ASSIGNMENT:**  
Neither the Client, nor Consultant shall sublet, transfer, or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub consultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
9. **TERMINATION:**  
This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other part to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.
10. **PRECEDENCE:**  
These Provisions and Agreement supersede all prior agreements and understandings and may be changed only by written amendment executed by both parties.
11. **REIMBURSABLE EXPENSES:**  
Reimbursable Expenses are in addition to the Design Fee and shall be billed to the Client at 1.0 times our direct cost. Reimbursable expenses shall include, but not be limited to, all shipping and mailing costs, courier services, travel, printing, and photographic reproductions.
12. **ATTORNEY'S FEES and EXPENSES:**  
The Client agrees to reimburse the Consultant for all attorney or collection agency fees, expenses, and court costs incurred to collect any amount due under this Contract.
13. **ADDITIONAL SERVICES:**  
Any work required in addition to that detailed in this Contract will be billed on an hourly basis according to then current rates or a negotiated lump sum fee. Extra work will include, but not limited to: changes in the Scope of Services; changes made in response to program changes; changes due to revision of site/base information provided by others; changes due to error of contractor during construction; and design modifications requested by the client subsequent to prior approval.
14. **HOURLY RATES:**  
Hourly rates are as defined in contract agreement.
15. **SCHEDULE:**  
The Consultant shall perform its services as expeditiously as is consistent with professional skill, care and the orderly progress of the Project, but not subject to any firm schedule or completion date unless expressly outlined in the contract documents. The Client acknowledges that Client-directed changes, unforeseen conditions, and other delays may affect the completion of the Design services. Client waives any and all claims for consequential, incidental, and business interruption damages directly or indirectly related to the timeliness of the commencement, undertaking, and completion of design services. In no event shall the Consultant have control over or responsibility for any Contractor's or vendor's performance schedule.
16. **STANDARD CLEANING AND CCTV PRICING PROVISIONS:**  
The pricing proposal does not include expenses for prevailing wages or certified payroll reporting, bypass pumping, or pipe plugging unless specifically stated as such. Any costs associated with repairs or extractions that are required due to existing structural system defects or failures will be completed at the expense of Client. Light traffic control is included in the unit rate and is defined as cones and Utility Work Ahead signs. Additional traffic control required will be billed as a Reimbursable Expense. The contract price is for the estimated footage in the proposal; additional work beyond the scope will be compensated at the project unit price or negotiated by addendum. Pricing is valid for sixty (60) days from the date of the proposal. Pipe diameters will be verified at the upstream and downstream manholes; midsection pipe diameter will not be documented. Pricing is valid based on the City/Owner providing adequate access to the work site, water/hydrant access with a meter, and a dump site and that there are no hazardous materials present.



## Traffic Engineering Services

As more vehicles take to our roadways, the need for safe, accessible streets and highways for all users is more important than ever. TREKK Design Group's traffic experts provide study and design services that help the traveling public move safely and reliably.

We offer our clients comprehensive traffic, engineering and transportation planning and design services, utility coordination, public involvement and construction inspecting on projects ranging from local roads to complex interstate highways.

TREKK's team of traffic engineers provide a variety of services, ranging from data collection to design. Our team also develops traffic impact studies and analyses that consider current and future capacity and effects on the traveling public.

With our Miovision traffic data collection cameras, we can safely and accurately collect traffic data at intersections and along roadway segments. The video data collected equips us with the information needed to determine cost-effective and feasible solutions. This innovative technology also eliminates the need for manual traffic counts, keeping our staff safely out of the way of traffic, especially during peak periods.

Once data is collected, our traffic engineers can design traffic signals and intelligent Transportation Systems to ease congestion and help traffic move efficiently. We also have experience designing signage, pavement marking and lighting plans for all types of roadways.

TREKK develops safe, sensible traffic control plans for construction projects of various sizes and complexities. Our professional traffic engineers stay current with industry standards and client requirements, providing relevant and accurate recommendations.

TREKK provides a full range of traffic design services, including:

- Access management
- ADA compliance
- Interchange and intersection geometric improvements
- Lighting design
- Traffic calming
- Signing and pavement marking plans
- Traffic impact studies
- Traffic and safety analysis
- Traffic signal design

