

**ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES (RFQ NO. 2025-023-2)
BETWEEN
THE CITY OF LEE’S SUMMIT
AND
WILSON & COMPANY, INC.**

THIS ON-CALL AGREEMENT FOR PROFESSIONAL LAND SURVEYING SERVICES (this “Agreement”) is entered into as of the Effective Date set forth below between the City of Lee’s Summit, a Missouri municipal corporation (the “City”), and Wilson & Company, Inc., a Missouri for profit company (the “Contractor”). The City and the Contractor are sometimes referred to individually as the “Party” and collectively as the “Parties”.

RECITALS

A. The City issued a Request for Qualifications, RFQ #2025-023 “Request for qualifications for on-call professional land surveying services” (the “RFQ”), a copy of which is on file with Public Works and incorporated herein by reference, seeking proposals from Contractors to provide on-call land surveying services as described in Exhibit B, attached hereto and incorporated herein by reference (the “Services”).

B. The Contractor responded to the RFQ by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement.

A. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the “Initial Term”), unless terminated as otherwise provided herein.

B. Renewal Terms. After the expiration of the Initial Term, this Agreement may automatically renew for up to four (4) successive, one-year terms (each a “Renewal Term”) if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. In the event Contractor is engaged to provide the Services, City and Contractor shall enter into a written Memorandum of Authorization describing (a) the scope of services to be provided by Contractor and City, (b) compensation to the Contractor for services to be provided, (c) required deliverables or products from the Contractor to the City, and (d) completion times for said services. The compensation to be paid Contractor pursuant to any Memorandum of Authorization shall be at the rates set forth in Exhibit C, attached hereto and incorporated herein by

reference. In no event shall any work in excess of that described in Exhibit B be authorized by this Agreement without City and Contractor first entering into a written modification. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

3. Compensation. The City shall pay Contractor for the Services (as described in Section 2, Scope of Work) at the rates for the Services, as set forth in the Fee Schedule, attached hereto as Exhibit C and incorporated herein by reference.

The City's Public Works Department will only review fully documented requests for price increases after an Agreement has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract renewal and will be a factor in the renewal review process. The City's Public Works Department will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract renewal.

4. Payments. The City shall pay the Contractor upon the completion of each project, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City

has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the

protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Sovereign immunity. In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.

J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

L. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this

Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Public Works
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the

Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$3,000,000 each claim and \$3,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Contractor.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to the City.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

13.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

- A. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;
- B. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
- C. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the City;
- D. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:
 - 1. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
 - 2. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - 3. a criminal violation of any state or federal antitrust law;
 - 4. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - 5. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - 6. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
- E. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

F. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

13.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of §§ 105.450, *et. seq.* RSMo. Contractor covenants that it 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 this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other contracts nor prohibited from

practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

14.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

14.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Public Works Department

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: Wilson & Company, Inc.
800 E. 101st Terrace, Suite 200
Kansas City, MO 64131

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

14.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

14.15 Information Technology

A. Limited Access. If necessary for the fulfillment of the Contract, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Contract, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Contract.

B. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

C. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Contract is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

D. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

E. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor contracts entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable

harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

F. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

G. Disengagement. In the event the Contract is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

H. Survival. The obligations of the Contractor under this Section shall survive the termination of this Contract.

14.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

14.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or memorandum of authorization, the Fee Schedule, the RFQ and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

14.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

14.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFQ, acknowledges that other specific eligible political subdivisions and nonprofit institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

14.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

14.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

14.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

14.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ____ day of _____, 2024 (“Effective Date”).

CITY OF LEE’S SUMMIT

WILSON & COMPANY, INC.

Stephen A. Arbo, City Manager

By *Derek M Smith*
Print Name Derek Smith

ATTEST:

Title Vice President

Trisha Fowler Arcuri, City Clerk

Date 11/12/2024

APPROVED AS TO FORM:

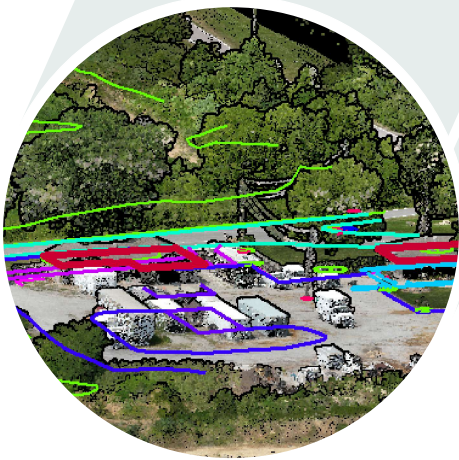
Scott Ison,
Chief Counsel of Infrastructure and Recreation

EXHIBIT A
TO
ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
WILSON & COMPANY, INC.

[Contractor's Proposal]

See following pages.

Statement of Qualifications
presented to
The City of Lee's Summit



ON-CALL LAND SURVEYING SERVICES

RFQ NO. 2025-023

October 16, 2024

WILSON
& COMPANY
HIGHER RELATIONSHIPS

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October 16, 2024

Tyler Sonne, LSIT, Lead Engineering Technician
City of Lee's Summit, Public Works Department
220 S.E. Green Street
Lee's Summit, MO 64063

Re: Request for Qualifications for On-Call Land Surveying Services; RFQ No. 2025-023

Dear Tyler and selection committee members:

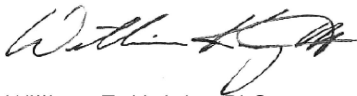
The City of Lee's Summit (City) seeks a reliable on-call firm to provide land surveying services like boundary, horizontal and vertical control, topography, cross sections, profile definitions, contours, field locates, and as-built survey drawings. Wilson & Company, Inc., Engineers & Architects (Wilson & Company) has provided these services under the Lee's Summit 2019 on-call contract for several years. Our team brings a history of project delivery to meet your needs and fulfill your objectives. From our recent work history with the City, Wilson & Company surveyors are positioned to continue collaborating seamlessly with the new staff and their added roles and responsibilities.

By selecting Wilson & Company, you will benefit from:

An experienced and proven team. Contract manager William (Will) Knight, PLS, will lead our surveyors, providing exceptional leadership, expertise, and tailor-made approaches to deliver superior surveying services, just as we have done on projects like Southwest 3rd Street and Southwest Bridlewood Drive, Quarry Park Road, Town Centre Roundabout, and Sidewalk Gap surveys. Our team's focus is to exceed your expectations and help you define excellence in your upcoming projects. This proposal illustrates our experience, availability, project approach, work plan, and introduces our team of dedicated professionals ready to develop creative solutions to critical issues.

Wilson & Company takes pride in partnering with the City and looks forward to continuing our relationship with you under this new contract. Wilson & Company brings the communication, experience, and understanding necessary for the successful completion of your projects in a timely, cost-efficient manner. Thank you for the opportunity to present our qualifications.

Sincerely,



William E. Knight, PLS
Point of Contact/Contract Manager
William.Knight@wilsonco.com
816 701 3127

CONTENTS

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On the cover: Quarry Park Road—uncrewed aerial system (UAS) lidar data and linework

Our Purpose

We bring people together to practice their craft, to create value, and to accomplish great things.

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Wilson & Company has brought more than 700 people together in 15 offices over nine states to build Higher Relationships through discipline, intensity, collaboration, shared ownership, and solutions with our clients, partners, and communities. After 92 years of business, professionals continue to hone their craft with us, including surveying, mapping, GIS specializations, drone piloting; civil, mechanical, electrical, and structural engineering; architecture; planning; biology; financial analyses; program management; construction administration and observation; and a growing number of multi-disciplinary specialties. We seek to create value for a diverse client base, including federal and municipal governments, public transportation agencies, railroad companies, and industrial and commercial corporations.

Experience and availability of key personnel



Meet your team

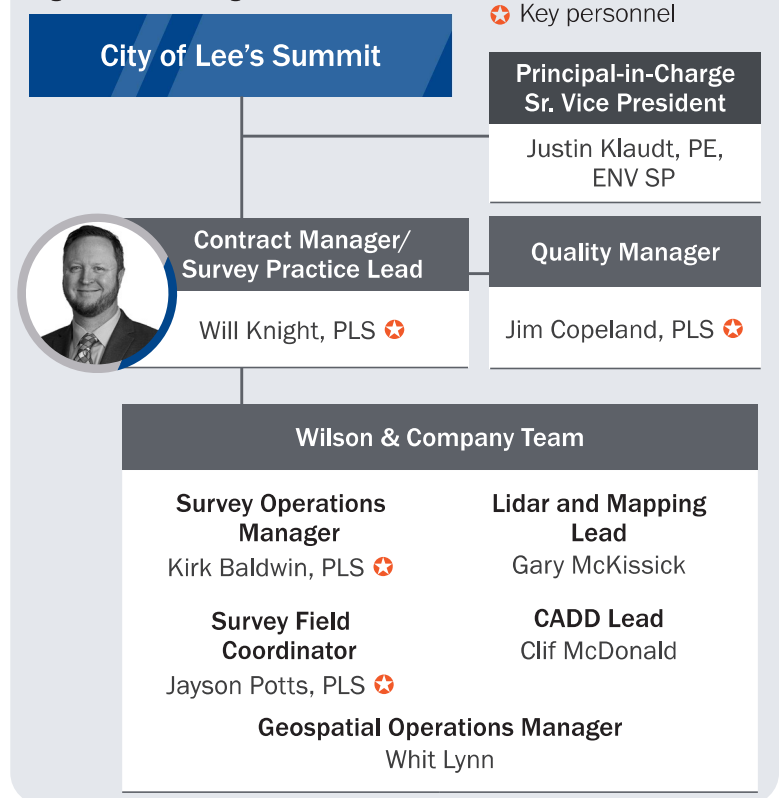
Wilson & Company is ready and able to fully support the City and has the necessary staff and resources available

to commit to this on-call contract. Members of our team have extensive experience working for Missouri municipalities on similar projects and the types of services the City may request.

Locally, our firm has:



Figure 1. Team organization



Supporting staff can be called upon at any time to assist with this contract, if needed. The resumes of key personnel are in the appendix of this proposal.



Accurate measurements are essential for the sound foundation of engineering projects. Wilson & Company provides comprehensive survey and geospatial services to accurately collect and interpret data to meet our client's needs.

Experience on similar projects

Quarry Park Road, Lee's Summit

Wilson & Company was selected to conduct field surveying and base mapping; created from conventional survey data and UAS data (including land boundary and drainage facilities). Our team performed record research at the local and county levels to acquire filed records of survey, corner records, subdivision maps, and right-of-way (ROW) drawings. Record survey measurements were computed from the research records to establish ROW and property boundary lines in accordance with Missouri statutes.

Services included:

- Topographic survey
- Property boundary survey
- Horizontal and vertical control
- Property research and coordination
- Base mapping
- Exhibits and descriptions
- Survey quality assurance/quality control (QA/QC)



Top view of Quarry Park Road

Southwest 3rd Street and Southwest Bridlewood Street Traffic Signal Survey, Lee's Summit

Wilson & Company was selected to perform a variety of services for local traffic signal upgrades. The team established the survey control network with horizontal and vertical control points that were set in locations that are suitable for future construction layout purposes. We performed a topographic field survey and obtained sufficient detail for the traffic signal projects, including coordinating with utility companies to identify private buried utility lines. Our team located storm and sanitary sewer structures providing inverts, flowlines, and pipe sizes.

Services included:

- Topographic survey
- Terrestrial scanning
- ROW retracement
- Ownership annotation
- Data processing field data in AutoCAD Civil 3D

Sidewalk Gap Improvements, Lee's Summit

Wilson & Company was selected to provide topographic and property boundary survey services for multiple locations of missing sidewalk, including curb and gutter improvements. Field surveying and base mapping was created from conventional survey data (including utilities, right-of-way, planimetrics and drainage facilities). Our team also performed record research at the local and county levels to acquire field records of survey, corner records, subdivision maps, and ROW drawings.

Services included:

- Topographic survey
- Property boundary survey
- Horizontal and vertical control
- Property research and coordination
- Base mapping
- Exhibits and descriptions
- Survey (QA/QC)

Our survey and mapping teams are responsive and flexible, and our CADD technicians are highly skilled in merging complex datasets into the final deliverable format.

The picture to the right shows Jason Potts, PLS, setting up the Real Time Kinematic (RTK) base and rover outside of Lee's Summit.



Project approach/work plan

Wilson & Company developed a systematic approach to performing all types of surveys, whether large or small. The following items are the building blocks to successfully complete the assigned tasks under an on-call survey contract.



- Provide an estimate immediately upon receiving a scope of work
- Meet with the City staff requesting the survey
- Internally assign a task leader and field crew(s) upon notice to proceed
- Obtain necessary clearance from City agencies and private property owners to perform the survey
- Gather the needed research and prepare a field package
- Schedule and perform fieldwork
- Review the field data and report any problems to the Project Manager
- Once data is approved, it is given to Wilson & Company CADD technicians for map preparation and develop digital maps or plats in Autodesk. DWG format
- Preliminary maps are taken to the field for a verification check
- Submittal to City staff



Safety

Wilson & Company is a safety-oriented company that has developed a program and policy to make certain that employees are safe and perform their duties safely. All field personnel receive annual safety training on our “Take 2” safe work program, defensive driving, personal protective equipment, and job site awareness. All field personnel have railroad, first aid, and CPR certifications. Our crews hold tailgate meetings at the start of each day to discuss the day’s activities, recognize potential hazards, and determine a solution to mitigate those possible dangers. Wilson & Company is serious about safety.



Our personnel promote a safe work environment while protecting the integrity of the task on-site.

Services proposed



Boundary Surveys

Developing a state standards property boundary map is a key component to all types of surveys being performed. Our surveyors perform each boundary-defining survey by extensively searching all resources, including county courthouses, Missouri Department of Transportation (MoDOT) plans, municipality records, and, when needed, local abstract and title companies. Research often includes GLO (General Land Office) plats, design plans, and railroad valuation maps as part of the history of title, common usage, and recent ownership documentation to establish property boundaries.

Ordering an Ownership & Encumbrance (O&E) report and completing the up-front field research is paramount. By obtaining title reports early, the maps will accurately represent any encumbrances that may affect the subject parcels and will also mitigate revisions to the ROW maps.

After the property is defined in our office in a CAD environment, survey crews will use calculated coordinates to perform a diligent search in the field for boundary monuments that locate the ROW, evidence of private easements, and property lines. These monuments and evidence of occupation, including fences, will be field verified. It is also essential for the field surveyor to locate other features that may reflect on the value of the properties, such as possible encroachments, fence locations, walls, and structures, and define existing encumbrance locations.

Our team will analyze the evidence after completing research and fieldwork, and either an additional search is required to locate additional monuments, or the missing monuments will be perpetuated and reset. A boundary survey plat is prepared per the Missouri Standards for Property Boundary Surveys (20 CSR 2030-16) and can be filed in Jackson County Recorder’s Office.

The completeness of a boundary survey depends on the surveyor’s ability to obtain research of the area in which they are working for the task.



Legal descriptions

All legal descriptions prepared by Wilson & Company are prepared by one of our four Missouri professional land surveyors. These trained professionals have extensive experience providing accurate, comprehensive legal descriptions for property acquisition, easements, and ROW. Legal descriptions are a product of a careful review of boundary evidence from the property monumentation, are recorded information, and working with the City's design team to determine the area needed for improvements. We include illustrative exhibits depicting the metes and bounds legal description in every prepared description.

Wilson & Company surveying staff has provided many documents for acquisition and is proficient at this task.



Engineering/topographic design surveys

For more than 60 years, Wilson & Company has supplied engineering and topographic surveys to municipal partners throughout the Midwest. We have performed numerous topographic site characterization surveys using electronic instrumentation such as RTK GPS, robotic, conventional total station equipment, and drone imagery and lidar data collection methods.

Many of these surveys are very specific for the engineering design whether it is for a park, roadway, bridge, drainage, site development, or utilities. Our approach is to determine the correct vertical and horizontal control datum the survey references, then, we outline the area in which the engineer's design will impact or additional areas needed for design. We will then identify topography and planimetric items that need to be located prior to mobilization to the site.



QA/QC

Wilson & Company has developed a thorough QA/QC process to confirm accurate submittals before we deliver the final product to our clients. This step is a critical part of any survey that Wilson & Company takes very seriously. The key elements of our QA/QC process are described below and begin at the start of a project and continue to project completion.

- ✓ Wilson & Company field crews confirm that equipment is maintained and calibrated before beginning projects.
- ✓ All setup heights are recorded for QA/QC purposes and checkshots will be evaluated in the field and office for accuracy tolerances specified. A Missouri professional surveyor will review field data for completeness and accuracy to verify proper procedures have been followed in the field.
- ✓ All survey data is downloaded into Trimble Business Center and reviewed by the field crews and the project manager responsible for the success of a Lee's Summit survey project.
- ✓ Our office personnel verify that proper AutoCad Civil 3D files are generated. We conduct visual checks to confirm the proper rotation of text and cells. All features that require closed figures will be checked, as well as directions of lines.
- ✓ We inspect DTM Models for crossing breaklines and anomalies that are corrected prior to submittal.

It has been our experience that a solid QA/QC process helps avoid expensive and time-consuming changes in project development. Our strict quality control process mitigates these issues and provides a quality product.

Equipped with state-of-the-art technology, our teams conquer diverse terrains and weather conditions with unwavering precision and efficiency.


The image to the right is the Trimble TSC7 with robotic total station prism, in use for a sewer alignment survey.




Critical issues and approaches to solutions


Lidar and terrestrial scanning


Wilson & Company applies the right technology safely and with capable hands. Our survey staff has been using high-resolution lidar scanners of different types for more than 15 years.

 The unique challenge of lidar scanning is converting the massive point cloud data into a usable deliverable.


 Our lidar technicians can produce breaklines, linework, and critical features in a familiar AutoCAD format. We have developed a workflow that incorporates control data integrated from GPS and ground surveying and a manageable and usable deliverable for design. We typically use our UAS and mobile and terrestrial units to collect lidar data that is difficult to access by conventional survey methods, including access restrictions such as heights, traffic, vegetation, and environmentally sensitive situations.


As-built surveys

 Accurate as-builts are important to document the location, elevation, or position at a particular time.

 Our approach uses the existing horizontal and vertical control used in the project design survey. Typically, an as-built survey shows completion to date on a construction project. In the past, we have performed as-built surveys to determine if the constructed building and site improvements are on the subject property and if any items are encroaching onto adjoining properties. We have also prepared as-built surveys of site grading or borrow areas for calculating quantities. This step is also a component of QA/QC towards construction accuracy.

Hydraulic surveys

 When determining the 100-year floodplain, it is necessary to have an accurate map of the study areas.

 Wilson & Company has performed numerous cross-section surveys along flood-prone areas to determine the elevations for HEC-RAS modeling and planning. Document research from the Federal Emergency Management Agency (FEMA) and the United States Geological Survey (USGS) and existing hydraulic studies help determine the survey limits needed.

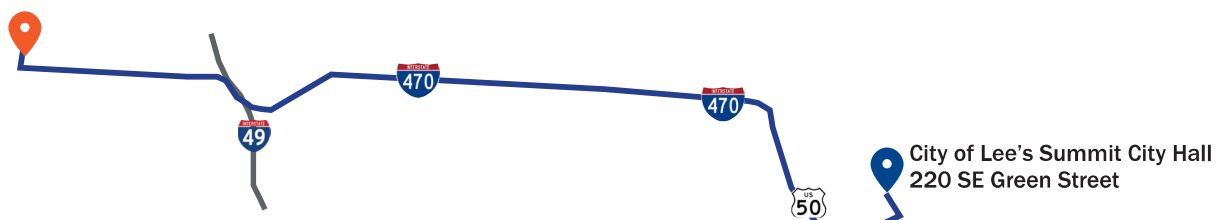
The design criteria our field crews collect for these studies are as follows:

- Upstream and downstream profiles (minimum and maximum distances are determined for each project)
- Culvert and bridges (specifically openings at each end and geometry noted in field books)
Railroad structures
- Roadway crossings with detailed channel information
- High bank measurements and significant changes in channel alignment

Our field crews collect this data with GPS and conventional equipment but can employ terrestrial lidar in more complex situations. Planning ahead with a Lee's Summit's project manager will effectively allow our surveyors to assemble the necessary elements of a hydraulic survey.

As described on page 1, Wilson & Company's Kansas City office is only 20 minutes from Lee's Summit City Hall. Our survey team can respond quickly and has the capacity to support the City with your professional land surveying needs. We focus on sharing in ownership of your projects, and developing strong, lasting relationships. Our experience with on-call and indefinite delivery, indefinite quantity type contracts delivers expedient and high-quality services you desire.

Wilson & Company office
800 East 101st Terrace
Kansas City, MO 64131



City of Lee's Summit City Hall
220 SE Green Street

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Appendix



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Available resources

Wilson & Company uses the latest Trimble equipment, hardware, and software. Our offices are fully computerized and networked to integrate survey staff, including field personnel, in all office locations.

Our team applies the latest software and hardware to secure compatibility with any determined requirements. With this extensive capacity and capability, we are confident that we can complete any task order within the City's required time frame.

Our **24 survey crews** at Wilson & Company (located in eight locations as noted below) use the following equipment to deliver accurate and efficient data:

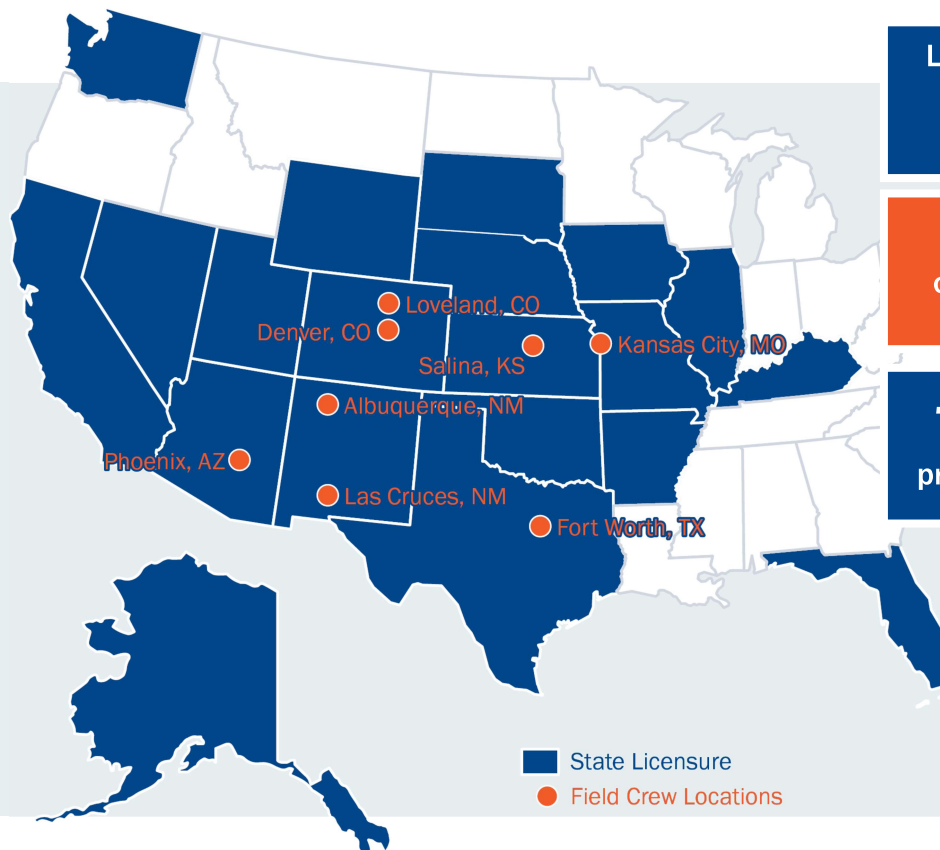


- Trimble R12i GNSS GPS receivers
- Trimble TSC7 Data Collectors running Trimble Access with Roads program
- Trimble S7 Robotic Total Stations and SX-10 Terrestrial Scanners
- Trimble DiNi Digital Levels
- WiFi Access (for field transfer of data to the Project Manager when necessary and to upload project documents from office and CAD staff)
- Laptops with Trimble Business Center (TBC) (checks daily data collections for accuracy and completeness along with AutoCAD)



Trimble SX 10 set up for a bridge survey terrestrial lidar scanning.

Locally, Wilson & Company employs **6 survey crews** for design surveys, ROW, cadastral, topographic, lidar, hydrographic, and bathymetric surveys, including professional surveyors, mappers, engineers, architects, CADD technicians, and supporting staff.



Licensure in
20
states

15
offices in 9
states

700+
professionals

Since
1932
history of success

100%
commitment

■ State Licensure
● Field Crew Locations

Key personnel resumes

William Knight, PLS, Contract Manager/Survey Practice Lead



PLS MO#
2007000077

William has 25 years of experience and is responsible for managing the surveying activities at Wilson & Company's Midwest office locations. From a career start in the US Army (555th EN CO) surveying airfield and range control projects, William has performed the following surveys throughout his career: lidar, ALTA/NSPS development surveys, FEMA floodplain studies, cadastral and boundary surveys, topographic, mapping and control surveys, subdivision and land planning, office calculations, and drafting. He is proficient in managing municipal surveying projects and infrastructure design surveys.

Lee's Summit relevant experience:

- Quarry Park Road
- Southwest 3rd Street and Southwest Bridlewood Street Traffic Signal Survey
- Sidewalk Gap Improvements
- Traffic Signal Todd George Parkway and NE Chipman Road
- Towne Centre Roundabout
- Blue Parkway and SE Vista Drive Topographic Survey
- Arnold Hall Stormwater Improvements

Kirk Baldwin, PLS, Survey Operations Manager



PLS MO#
2001015227

Kirk brings extensive experience as a land survey project manager and team leader. He has a demonstrated history of working in the survey/engineering industry and specializes in land development, highways, and freight railroad projects. He is skilled in the use of global positioning systems (GPS), and a multitude of software packages to deliver clients an exceptional product. Kirk's 15 years in a management position and 10 years of project management experience results in delivering projects on time and within budget.

Lee's Summit relevant experience:

- Quarry Park Road
- Sidewalk Gap Improvements

Additional experience:

- Markey Replat, City of Belton, MO
- Larkspur Court, City of Belton, MO
- North Central Neighborhood, City of Sedalia, MO
- Kaysinger Basin Bridges OE, MoDOT
- Improve I-70 Project #2, MoDOT

Jayson Potts, PLS, Survey Field Coordinator



PLS MO#
2010018905

Jayson has 38 years of surveying experience, including boundary, construction staking, control, topographic, and location surveys. He specializes in boundary and topographic surveys and emphasizes quality work while staying on schedule. Jayson has performed surveying services for Lee's Summit and knows your community well. He provides seamless collaboration with City staff and the Wilson & Company team.

Lee's Summit relevant experience:

- Quarry Park Road
- Southwest 3rd Street and Southwest Bridlewood Street Traffic Signal Survey
- Chipman Road Improvements
- Arnold Hall Stormwater Improvements
- Blue Parkway and SE Vista Drive Topographic Survey
- Towne Centre Roundabout
- Sidewalk Gap Improvements

Jim Copeland, PLS, Quality Manager



PLS MO#
2004001329

Jim has over 29 years of experience executing and managing surveying activities for the MoDOT. Jim has experience involving high-accuracy geodetic control and local project control surveys; boundary, cadastral, topographic, engineering, and construction surveys; remote sensing surveys using lidar and photogrammetry; office calculations; and adhering to various CAD drafting standards. He is also proficient in managing design, remote sensing, and ROW surveying contracts and has a core roadway design and construction surveying competency for DOTs.

Relevant experience:

- Annual Statewide Lidar Program, Statewide, MoDOT*
 - Interstate 55, Kelso and Scott City, MoDOT*
 - Route 67, Butler, County, MoDOT*
 - Interstate 55, Scott County, MoDOT*
 - Route 67, Madison County, MoDOT*
 - Route 67, Wayne County, MoDOT*
- *Prior to joining Wilson & Company



RFQ # 2025-023

Project No.

CITY OF LEE'S SUMMIT, MISSOURI

WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo (FOR ALL BIDS IN EXCESS OF \$5,000.00) Effective 1/1/2009

County of Jackson)
) ss.
State of Missouri)

My name is Justin Klaudt. I am an authorized agent of Wilson & Company, Inc., Engineers & Architects ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.

[Handwritten signature of Justin Klaudt]

Affiant

Justin Klaudt, PE
Printed Name

Subscribed and sworn to before me this 9 day of October, 2024.

[Handwritten signature of Courtney R. Davenport]

Notary Public

COURTNEY R. DAVENPORT
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: Feb. 23, 2026
ID. #14584672

SEAL





Company ID Number: 86321

Approved by:

Employer Wilson & Company, Inc., Engineers and Architects	
Name (Please Type or Print) Karen L Lefevre	Title
Signature Electronically Signed	Date 01/07/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/07/2008



Company ID Number: 86321

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Wilson & Company, Inc., Engineers and Architects
Company Facility Address	4401 Masthead St. NE Suite 150 Albuquerque, NM 87109
Company Alternate Address	
County or Parish	BERNALILLO
Employer Identification Number	481176300
North American Industry Classification Systems Code	541
Parent Company	Wilson & Company, Inc., Engineers & Architects
Number of Employees	500 to 999
Number of Sites Verified for	15 site(s)

Company ID Number: 86321

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AZ	1
CA	1
CO	3
KS	1
MO	1
NE	1
NM	3
TX	3
UT	1



Company ID Number: 86321

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Amy Straquadine
Phone Number 505-348-4124
Fax
Email Amy.Straquadine@wilsonco.com

Name Nicole Wall
Phone Number 505-348-4108
Fax
Email Nicole.Wall@wilsonco.com

This list represents the first 20 Program Administrators listed for this company.

WILSON & COMPANY INC, ENGINEERS & ARCHITECTS
Licensing
4401 MASTHEAD STREET NE STE 150
ALBUQUERQUE, NM 87109





BUSINESS LICENSE

Issuance No. LC54144308

**EXPIRES :
06/30/2025**

License is Hereby Granted to: WILSON & COMPANY INC, ENGINEERS & ARCHITECTS

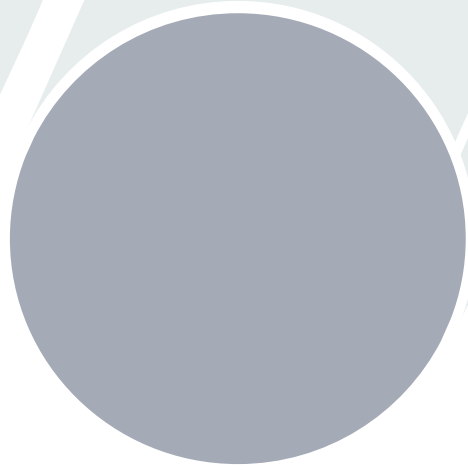

Mayor

City Clerk

Subject to the provisions of all Ordinances now in force and
that may hereafter be passed by said City of Lee's Summit

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE AND IS NON-TRANSFERABLE

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WILSON
& COMPANY
HIGHER RELATIONSHIPS



800 East 101st Terrace, Suite 200
Kansas City, MO 64131
816 701 3100 (phone)
wilsonco.com

EXHIBIT B
TO
ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
WILSON & COMPANY, INC.

SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall provide the following services to the City on an as-needed basis:

- Provide land surveying services for projects designed by City staff including, but not limited to, horizontal and vertical control, topography, cross sections, profiles, contours, field locates, field utility information, property lines and as-built drawings.
- Provide field survey data on reproducible media and in electronic file format compatible with the following:
 - a. AutoCAD 2018 or current version used by the City of Lee's Summit.
 - b. All survey files completed with the current version of AutoCAD Civil 3D.
 - c. Text files of surveys that include point number, northing, easting, elevation and feature codes.
- Provide a copy of field notes or data collector information.
- Provide Legal boundary surveys.
- Provide construction staking on projects where the City is responsible for this service.
- Prepare legal descriptions and exhibits for property, right of way and easements to be acquired by the City, or that may be already be owned by the City.

EXHIBIT C
TO
ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES
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AND
WILSON & COMPANY, INC.

[Fee Schedule]

See following pages.

Wilson & Company

Rate Schedule Listing

2024-2025			
Employee/Class/Activity	Type, Code & Name	Reg. Rate	O/T Rate
A1	INTERN ARCHITECT/JOB CPTN(UNLIC)	99.00	148.50
A2	INTERN ARCHITECT/JOB CPTN(UNLIC)	109.00	163.50
A3	INTERN ARCHITECT/JOB CPTN(UNLIC)	124.00	186.00
A4	ARCHITECT/(LICENSED)	164.00	246.00
A5	ARCHITECT (LICENSED)	192.00	192.00
A6	ARCHITECT (LICENSED)	224.00	224.00
AD1	RECEPTIONIST/FILECLERK/MAINT I	65.00	97.50
AD2	ADMIN ASST II/ RECEPT/MAINT II	75.00	112.50
AD3	ADMIN ASST III/ RECEPT/MAINTIII	81.00	121.50
AD4	ADMIN ASST IV/EXEC ASST IV	100.00	150.00
AD5	SR ADMIN V/EXEX ASST V/ ADM MGR	112.00	112.00
FC1	CONSTRUCTION OBSERVER	76.00	114.00
FC2	CONSTRUCTION OBSERVER	87.00	130.50
FC3	CONSTRUCTION OBSERVER	106.00	159.00
FC4	CONSTRUCTION OBSERVER	124.00	186.00
FC5	CONSTRUCTION OBSERVER	149.00	149.00
FC6	CONSTRUCTION OBSERVER	180.00	180.00
FC7	CONSTRUCTION OBSERVER	242.00	242.00
FS1	CHAINMAN	65.00	97.50
FS2	RODMAN	75.00	112.50
FS3	INSTRUMENTMAN	81.00	121.50
FS4	PARTY CHIEF	106.00	159.00
FS5	CHIEF SURVEYOR, FIELD SUPERVISOR	118.00	118.00
FS6	DEPARTMENT HEAD	180.00	180.00
FS7	SR DEPARTMENT MANAGER	239.00	239.00
IA1	INTERN	50.00	75.00
IA2	COLLEGE STUDENT	66.00	99.00
IA3	GRAD STUDENT/COLLEGE GRAD	69.00	103.50
IA4	GRAD STUDENT/COLLEGE GRAD	75.00	112.50
OD1	APPRENTICE DRAFTER	75.00	112.50
OD2	DRAFTER, TRACER, PLOTTER OPERAT	84.00	126.00
OD3	DRAFTER, DETAILER	93.00	139.50
OD4	SR DRAFT, DETAIL, CAD OPERATOR	112.00	168.00
OD5	SR DRAFT, DETAIL, SQUAD LEADER	137.00	137.00
OD6	CHIEF DRAFTER	152.00	152.00
OF6	ASSOCIATE VICE PRESIDENT	279.00	279.00
OF7	VICE PRESIDENT	317.00	317.00
OF8	SR VICE PRESIDENT	391.00	391.00
OP1	APPRENTICE STEREO OPERATOR	65.00	97.50
OP2	STEREO OPERATOR	72.00	108.00
OP3	STEREO OPERATOR	83.00	124.50
OP4	SR STEREO OPER, SQUAD LEADER	118.00	177.00
OP5	PHOTOGRAMMETRIST, SUPERVISOR	140.00	140.00
OP6	CHIEF PHOTOGRAM, DEPARTMENT HEAD	174.00	174.00
OP7	CHIEF PHOTOGRAM	248.00	248.00
P1	GRAD ENG/ARCH IN RES (UNLIC)	118.00	177.00
P2	GRAD ENG/ARCH IN RES (UNLIC)	137.00	205.50
P3	STAFF DETAIL DESIGNER (UNLIC)	155.00	232.50
P4	STAFF DETAIL DESIGNER (LICENSED)	174.00	261.00
P5	PROJECT DESIGNER (LICENSED)	236.00	236.00
P6	PROJECT DESIGNER (LICENSED)	273.00	273.00
P7	DEPT HEAD, PRINCIPALS, (LIC)	317.00	317.00
PD1	DETAIL DESIGNER (UNLICENSED)	87.00	130.50
PD2	SR DETAIL DESIGNER (UNLICENSED)	97.00	145.50
PD3	SENIOR DESIGNER II	126.00	189.00
PD4	SENIOR DESIGNER III	149.00	223.50
PD5	SENIOR DESIGNER	168.00	252.00
PL1	PLANNER	84.00	126.00
PL2	PLANNER	97.00	145.50
PL3	PLANNER	118.00	177.00
PL4	PROJECT PLANNER	144.00	216.00
PL5	SENIOR PROJECT PLANNER	172.00	172.00
PL6	SENIOR PROJECT PLANNER	242.00	242.00
RP1	RAILROAD PROFESSIONAL	152.00	228.00
RP2	RAILROAD PROFESSIONAL	165.00	247.50
RP3	RAILROAD PROFESSIONAL	180.00	270.00
RP4	RAILROAD PROFESSIONAL SENIOR	199.00	199.00
RP5	RAILROAD PROFESSIONAL MANAGER	208.00	208.00
RP6	SENIOR RAILROAD SPECIALIST	228.00	228.00
RP7	SENIOR RAILROAD SPECIALIST	252.00	252.00

SP1	RE SPEC/PLNNR/SR ROW/PM/OTHR	85.00	127.50
SP2	SR RE SPEC/PUBLIC INVOL/CONSULT/OTHER	92.00	138.00
SP3	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	130.00	195.00
SP4	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	158.00	237.00
SP5	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	194.00	194.00
SP7	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	248.00	248.00
SP6	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	273.00	273.00