

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR SE DOUGLAS STREET IMPROVEMENTS - BLUE PARKWAY TO 4<sup>TH</sup> STREET  
(RFQ NO. 2025-011)**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Wilson & Company, Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for SE Douglas Street Improvements - Blue Parkway to 4<sup>th</sup> Street (hereinafter "Project"); and

**WHEREAS**, Engineer has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and

**WHEREAS**, the City Manager is authorized and empowered by City to execute agreements providing for professional engineering services; and

**WHEREAS**, City desires to enter into an agreement with Engineer to perform the Project; and

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

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

**ARTICLE I  
SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following professional engineering services to City ("Basic Services") as outlined in Exhibit A, attached hereto and incorporated herein by reference.

**ARTICLE II  
OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide, if needed by City, upon receipt of written authorization by the Director of Public Works ("Optional Services") as outlined in Exhibit A "Section 11 – Optional Services", attached hereto and incorporated herein by reference.

**ARTICLE III  
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

City shall provide the following services to Engineer as outlined in Exhibit A “Owner’s Responsibilities”, attached hereto and incorporated herein by reference.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of Seven Hundred Ninety Seven Thousand Nine Hundred Thirty Dollars (\$797,930.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit B. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of Seven Hundred Nineteen Thousand Six Hundred Twenty Dollars (\$719,620.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit B. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Seventy Eight Thousand Three Hundred Ten Dollars (\$78,310.00).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
  - 1. Project Name/Task Name/RFP Number/Description of Agreement.
  - 2. Invoice Number and Date.
  - 3. Purchase Order Number issued by City.
  - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
  - 5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
  - 6. Project Billing Summary containing the Agreement or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Agreement or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

## **ARTICLE V COMPLETION TIME**

The Basic Services shall be completed in accordance with the following schedule:

- Notice to Proceed is anticipated on or before December 9, 2024
- Right-of-Way Documents will be completed on or before February 27, 2026
- Bidding Documents will be completed on or before November 13, 2026
- Bidding Services will be completed on or before March 1, 2027

The Director of Public Works may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Public Works and accepted by Engineer at the time said Optional Services are authorized by the Director of Public Works.

## **ARTICLE VI INSURANCE**

### **A. GENERAL:**

1. Insurer Qualifications: Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, the insurance set forth in this Section with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above, and 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.
2. 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 Engineer 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.
3. Additional Insured: All insurance coverage, 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.

4. 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.
5. Primary Insurance: Engineer's insurance shall 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, or equivalent.
6. 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 the required coverage is in force and contains the provisions as required herein for the six-year period.
7. Waiver: To the fullest extent permitted by law, all policies required herein, 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 Engineer. Engineer shall arrange to have such subrogation waivers incorporated into each policy via endorsement.
8. 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 under the required general liability and automobile liability policies shall not erode the limit required by the City. Engineer shall be solely responsible for any such deductible or self-insured retention amount.
9. Automatic Escalator: The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2021 is \$ 2,940,868.00 for all claims arising out of a single accident or occurrence.
10. Use of Subcontractors: If any work under this Agreement is subcontracted in any way, Engineer shall 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 Engineer. Engineer shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
11. Notice of Claim: Engineer 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. Engineer 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 material breach of the Agreement.

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

If any of the policies required by these requirements expire during the life of the Agreement, it shall be Engineer's responsibility to forward renewal certificates and relevant endorsements the City 30 days prior to the expiration date. All certificates of insurance and relevant endorsements shall be identified by referencing the Agreement; certificates of insurance and endorsement for the insurance policies submitted without referencing the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

- a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
    - i. Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
    - ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.
    - iii. Excess Liability – Follow Form to underlying insurance.
  - b. Engineer's insurance under which City is included as an additional insured shall be primary, non-contributory insurance with respect to performance of the Agreement.
  - c. All policies, except for Professional Liability, 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 Engineer under this Agreement.
  - d. ACORD certificate of insurance form 25 (2014/01) is preferred.
13. 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  
220 SE Green Street

Lee's Summit, MO 64063-2358

B. REQUIRED INSURANCE COVERAGE:

1. Commercial General Liability: Engineer shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of at least \$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 07 04 and CG 20 37 07 04, or their equivalents. 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.
2. Automobile Liability: Engineer shall maintain Business Automobile Liability insurance with an unimpaired limit of at least \$1,000,000 each occurrence on Engineer’s owned, hired and non-owned vehicles assigned to or used in the performance of the Engineer’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. 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. 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.
3. Professional Liability: Engineer shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose negligent acts, mistakes, errors and omissions the Engineer is legally liable, with an unimpaired liability insurance limit of at least \$3,000,000 each claim and \$3,000,000 annual aggregate. 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.
4. Workers’ Compensation Insurance: If Engineer employs anyone who is required by law to be covered by workers’ compensation insurance, Engineer shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Engineer’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. Cyber Liability Insurance: If this Agreement is the subject of any services involving the City's information technology structure, or if the Engineer engages in any services in any way related to performing work involving the City's information technology structure under this Agreement, Engineer shall maintain Cyber Liability insurance with limits not less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Engineer in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.
- C. 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.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

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

- A. COVENANT AGAINST CONTINGENT FEES: Engineer warrants that Engineer has not employed or retained, and will not employ or retain for the duration of this Agreement, any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.
- B. OWNERSHIP OF ENGINEERING DOCUMENTS: Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- C. MODIFICATIONS TO SCOPE OF WORK: In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into

a mutually executed written modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.

- D. **EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an “emergency” shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

In the event an emergency change in services is authorized by the Director of Public Works and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. **Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  2. **Termination for Cause:** This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City’s cost to mitigate or correct the effects of such termination, including by not limited to damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
  3. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.



- G. **SUBLETTING ASSIGNMENT OR TRANSFER:** Engineer shall not subcontract, sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written and signed consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. **ENGINEER'S ENDORSEMENT:** Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. **INSPECTION OF DOCUMENTS:** Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the Agreement period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. **INDEMNIFICATION AND HOLD HARMLESS:** Engineer shall indemnify, defend, and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all judgments, damages, claims, fines, penalties, losses, costs, and expenses (including 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, directives, errors, omissions, or willful misconduct, in the performance of Engineer's duties and services under this Agreement, or any supplements or amendments thereto, of Engineer, or its employees, officers, agents, or any tier of subcontractor or person for which Engineer may be legally liable in the performance of this Agreement. Nothing contained in this Agreement is to be construed to waive the City's sovereign immunity or any other immunity or defense available to the City, its officers, employees, agents, or elected officials.
- L. **LIMITATION OF LIABILITY:** In no event will either Party be liable to other Party for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer 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.

- N. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and any 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.
- Q. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental laws and regulations.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from

performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

- V. 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.
- W. TIME OF THE ESSENCE. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Engineer'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.
- X. 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.
- Y. IMMIGRATION REQUIREMENTS. Pursuant to Section 258.530, RSMo. if Agreement exceeds five thousand dollars (\$5,000.00), Engineer warrants and affirms to the City that (i) Engineer is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Engineer does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Engineer 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 Engineer reciting compliance is not sufficient.

- Z. 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 Engineer 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.
- AA. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.
- BB. CONFIDENTIALITY OF RECORDS. The Engineer 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 Engineer's duties under this Agreement. Persons

requesting such information should be referred to the City. Engineer also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Engineer as needed for the performance of duties under this Agreement.

CC. ANTI-DISCRIMINATION AGAINST ISRAEL ACT. If this Agreement has a total potential value of \$100,000 or more and Engineer has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo. and to the fullest extent permitted by law, Engineer certifies that Engineer 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.

DD. 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.

EE. 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.

FF. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer  
City of Lee’s Summit  
220 SE Green Street  
Lee’s Summit, MO 64063

Director of Public Works  
City of Lee’s Summit  
220 SE Green Street  
Lee’s Summit, MO 64063

and notices to Engineer shall be addressed to:

Justin Klaudt, Vice President  
Wilson & Company, Inc.  
800 East 101<sup>st</sup> Terrace, Suite 200  
Kansas City, MO 64131

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

GG. 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 agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

**ARTICLE VIII  
EXHIBITS**

The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B – Hourly Rates

City and Engineer, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

**THIS AGREEMENT** shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF LEE'S SUMMIT, MISSOURI**

**ENGINEER:**

\_\_\_\_\_  
Mark Dunning, City Manager

  
\_\_\_\_\_  
BY: Justin C. Klaudt

ATTEST:

TITLE: Senior Vice President  
\_\_\_\_\_

\_\_\_\_\_  
City Clerk Trisha Fowler Arcuri

ATTEST:  
  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Ison,  
Chief Counsel of Infrastructure and Recreation

**Exhibit A**  
**Scope of Services**  
**SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street**  
**November 6, 2024**

**General Scope of Services**

The purpose of this contract is to provide professional design services for the SE Douglas Street Improvements from Blue Parkway to 4<sup>th</sup> Street. The project will improve safety and functionality of the corridor by improving accommodations for multi-modal transportation and replacing the deteriorated pavement. The proposed typical section includes two lanes with share the road bicycle facilities, on-street parking (one side), and five-foot wide sidewalks along each side of Douglas. The project consists of stormwater analysis, surveying, full depth concrete pavement replacement, enclosed storm sewer design, sidewalks, intersection design, street lighting, signing, pavement markings, waterline replacement, environmental permitting, utility coordination, and public involvement. This project also includes sidewalk bump outs along both sides of 4<sup>th</sup> Street between SW Main Street and SE Main Street. The intent is the improvements are beyond the UPRR right-of-way. The project will include the following milestones: concept, preliminary, ROW, and final plans.

All work to be constructed in compliance with City of Lee’s Summit design standards. This project is being funded with City funds and the City has recently received TAP funding through MARC.

**Period of Services**

- Notice to Proceed is anticipated on or before December 9, 2024.
- Right-of-Way Documents will be completed on or before February 27, 2026.
- Bidding Documents will be completed on or before November 13, 2026.
- Bidding Services will be completed on or before March 1, 2027.

**Detailed Scope of Services**

**Section 1 – Project Management and Meetings**

**1.1 Project Setup & Kick-off meeting**

Consultant will prepare the Project Work Plan (PWP) to include contract requirements, communication plan, design issues and criteria, budget, CADD procedures, schedule, and quality control plan. The design criteria will utilize the following documents where applicable:

- Lee’s Summit Design Criteria
- American Public Works Association (APWA)
- AASHTO’s “Manual on Uniform Traffic Control Devices” (MUTCD)
- AASHTO’s “A Policy on Geometric Design of Highways and Streets”
- AASHTO’s “Roadside Design Guide”
- MoDOT Design Criteria
- AASHTO’s “LRFD Bridge Design Specifications”
- Other publications as directed by the City

Consultant will attend kick-off meeting with the City at Lee’s Summit City Hall.

**Scope of Services****SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street****1.2 Invoicing and Progress Reports**

Consultant will develop invoices on a 4-week cycle. Each invoice will include a progress report including description of progress over that period, anticipated efforts for the next period, outstanding issues, data needed, and any other pertinent information needed to communicate the progress of the project.

**1.3 Progress Meetings**

Consultant will attend monthly progress meetings (24 total) through the concept, preliminary, and final design phases. These will be used to discuss ongoing design efforts progress, resolve issues, and obtain information. The PM will attend all these meetings with additional key staff as needed depending on the key issues for discussion. These will be virtual Microsoft Teams meetings or held in person at Lee's Summit City Hall.

**1.4 Plan Review Meetings**

Consultant will attend plan review meetings after each milestone deliverable. These milestones will include Concept Design, Preliminary Design, Right-of-way, and Final Design. These will be in person at Lee's Summit City Hall.

**1.5 Field Check Review Meeting**

Consultant will plan and attend a field check review meeting with the preliminary plans. The purpose would be to review the proposed improvements in the field with the City.

**1.6 Public Involvement**

Consultant will prepare graphics and attend up to three (3) public meetings to be held at concept, right-of-way, and final plan stage. City will find and arrange a meeting location.

1.6.1 Preparation and attendance for the public meeting.

1.6.2 Graphics will include up to three (3) graphical typical sections.

1.6.3 Up to three (3) still 3D renderings of the planned improvements.

1.6.4 A fly through animated video of the planned improvements. This will include a draft and then final version.

1.6.5 Strip map of the corridor.

1.6.6 Graphics to be provided for City to update their website.

**1.7 Stakeholder Meetings**

Consultant will attend up to five (5) meetings with the stakeholders or individual property owners. Meetings can include all or some of the stakeholders. Consultant will provide design plan graphics for the meetings. Meetings may be virtual or in person at Lee's Summit City Hall.

**1.8 Internal Coordination Meetings**

Consultant will hold regular internal coordination meetings between the PM and the discipline leads at approximately monthly intervals (24 total) through the concept, preliminary, and final design phases. These will be used to ensure interdisciplinary coordination, discuss ongoing design efforts, resolve issues, and maintain the flow of information.

**Scope of Services****SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street****Section 2 – Survey**

The Consultant shall perform the field survey necessary for the Roadway Design as outlined below. Consultant shall perform field surveys to determine area topography, property corners, property lines and ownerships, above and below ground utility and other required information sufficient to serve as a basis for design of the project. Approach includes a combination of conventional field survey and UAS (unmanned aircraft systems) surveying methods.

**2.1. Survey Control**

Establish horizontal control points and project benchmarks with recovery ties for each site to include at a minimum of 4 horizontal control points and 8 vertical control points. Wilson & Co will use a minimum of 3 ties for future recovery and detailed descriptions of the locations.

Horizontal datum will be referenced to Missouri State Plane Coordinate System, NAD1983 (2011 Adjustment), West Zone. Vertical Datum will be referenced to NAVD88 w/ Geoid 18. A ground scale factor will be determined and applied to the survey data.

**2.2. Section Corners and Property Corners**

Field search and recovery of property corners monuments as well as other field evidence re-establish property boundary lines., plat boundary lines, right-of-way lines and existing easements, if plottable.

**2.3. Property lines and Ownership**

The Consultant will identify which properties are needed and the City will provide the necessary title reports for the adjacent properties to obtain the current owner and to identify existing easement and right-of-way information. The deliverables from the title company will need to include the ownership name, identification of any encumbrances on the property, a description of the property, and copies of deeds and any easements associated with the property. If the property is platted, a copy of the subdivision plat will be required. The Consultant will use this information to develop the right-of-way and property information used in the base mapping. The Consultant has identified approximately 69 individual tracts along the corridor.

**2.4. Utility Locates**

The Consultant will contact utility companies through the Missouri One-Call system and as supplemented by the City for those utility companies not associated with the One-Call system. Utilities will be horizontally field located according to field marks by the utility companies or by a One-Call locator. If there is no response to the initial request, Missouri One-Call will be contacted a second time to re-issue the locate notices. The man-hours for this item are based on all utilities being marked within two (2) weeks of the time of the locate request. If a utility owner does not respond to the locate request, the Consultant will contact the utility owner through Utility Coordination efforts and request they locate their lines. Then we would have another trip to the field to pick those utility locates up. For certain utilities it may become important to obtain a higher level of accuracy regarding the location (horizontal or vertical). If it is determined a higher Quality Level is needed this is covered under the Optional Services in Section 11 below.



**Scope of Services****SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street****2.5. Topography**

The Topographic Survey shall show the physical features of the land depicting natural and man-made features, fences, tree lines, stairs, walls, buildings, utilities above and below ground, hills, valleys, streams, rock outcroppings, etc., to produce an engineering design grade surface model. Trees 4 inch and greater will be individually located.

**2.6. Storm Sewer and Sanitary Sewer**

The inflow/outflow elevations for storm and sanitary sewer structures will be located along with the size and type of structure and the size and type of the conduit entering and leaving the structure. Field notes & images will be collected as necessary to convey the invert elevation, diameter, and materials.

**2.7. Basemap**

Download and process raw field gathered survey files to create (1) property boundary line map, (1) planimetric base map and (1) TIN model of surveyed area. The UAS will be utilized to produce a LiDAR point cloud and ortho imagery used for Topographic and Planimetric mapping to create a surface to support 1' contours.

**2.8. Tract Maps and Legal Descriptions**

It is assumed sixty-nine (69) properties will need temporary construction easements or permanent easements. Tract maps and legal descriptions will be prepared by the consultant and sealed by a licensed surveyor. The Consultant will also prepare the easement acquisition documents using the City supplied template. A closure/error report will be provided for each legal description.

Additional right-of-way takings are not anticipated at this time but have some included under Section 11 Optional Services.

**2.9. Alignment Staking**

Alignment Staking. Consultant will perform project alignment staking along the length of the project. Effort includes staking each PI, every 100 feet along tangents, and every 50 feet along curves.

**Section 3 – Geotechnical**

The Consultant will retain Terracon Consultants to provide subsurface exploration and analysis for design development of the pavement design and retaining wall design parameters for up to two retaining walls.

**3.1. Geotechnical investigations, testing, and report****Borings.**

Consultant will locate pavement cores and borings for the pavement design and retaining walls. The anticipated borings (8 total) and approximate locations include the following:

- 4 borings (~5 feet depth) and 4 borings (~10 feet depth or auger refusal) will be located to serve the purpose of informing both the pavement design, wall design, and rock depth for installation of water and storm sewer. Locations to be located after concept design.

## Scope of Services

### SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street

#### Traffic Control and Permitting.

It is anticipated that traffic control will be required and provided through a subconsultant to Terracon. It is expected to utilize a lane closure with flagger for these borings. This item also includes a traffic control permit from the City of Lee's Summit. City's traffic control permit fee is waived for capital improvement projects.

#### Lab Testing.

The project engineer will review the field data and assign laboratory tests. Soils will be described and classified in general accordance with the Unified Soil Classification System (USCS). Rock core samples will be classified using locally accepted practices for engineering purposes.

#### Report.

A report will be prepared under the supervision of a licensed professional engineer. The report will include the following.

- Logs of field/laboratory data
- Description of the subsurface conditions
- Earthwork considerations
- MSE or cast in place retaining wall design parameters for up to two retaining walls along the roadway alignment
- Global Stability for two (2) walls
- Subgrade preparation recommendations (prefer geogrid reinforced base instead of chemical stabilization)
- Pavement thickness design for anticipated concrete pavement

## **Section 4 – Permitting**

The Consultant will assist with the environmental surveys required to complete a Categorical Exclusion (CE) NEPA level documentation for the project using MoDOT's LPA process.

### **4.1 Coordination and Meetings**

Wilson & Company understands one of the keys to successful NEPA project delivery is continuous stakeholder meetings and coordination. Wilson & Company will participate in regular progress/update meetings with the City, MoDOT, and primary stakeholder as necessary to progress the NEPA documentation and eventual approval.

### **4.2 Waters of the U.S. Field Investigation**

Wilson & Company will conduct a delineation of Wetlands and Waters of the U.S. (WOUS) in accordance with the methods listed in the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual (and associated Regional Supplement) for the study area. It is assumed based on the location and urban nature of the study area no jurisdictional WOUS, including wetlands, will not be present. Our findings will be summarized and documented in a memo.

### **4.3 Threatened and Endangered Species Review**

Due to the potential the project would remove bat habitat trees in the study area, Federal and State databases will be reviewed and evaluated, and an official response will be

**Scope of Services****SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street**

requested from Missouri Department of Conservation (MDC), Missouri Department of Natural Resources (DNR), and the U.S. Fish and Wildlife Service (USFWS) to assess the projects potential to impact documented populations of threatened and endangered species (T&E) within the project area. This information will be used to request an official USFWS Information for Planning and Consultation (IPaC). A field survey documenting the results of the database and existing field conditions will be recorded and included with the submission to the USACE. This information will be utilized to support the CE process.

**4.4 Noise/Air**

Wilson & Company will evaluate applicable requirements for noise and air analysis; pending MoDOT consultation it is assumed analysis will not be required. Documentation of our findings and coordination will be summarized in a memo.

**4.5 HAZMAT**

Wilson and Company will conduct a Phase I ESAs in general accordance with the protocols specified in American Society for Testing Materials (ASTM) E 1527-21, Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment Process to support right-of-way acquisition. The ASTM standard was first published in 1993, and is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner defense to CERCLA liability. The practices outlined in the standard constitute all appropriate inquiry to the previous ownership and uses of the property consistent with good commercial or customary practice as defined in 41 USC § 9601(35)(B).

The Phase I ESA for the project is intended to identify actual or potential recognized environmental conditions (RECs) at the site that may result in a clean-up liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and the Superfund Amendment and Reauthorization Act (SARA). The Phase I ESA is intended to meet the “due diligence” standard for innocent purchasers.

**4.6 Cultural Resources**

Due to the high potential presence of historical resources in the project area, and right-of-way acquisition, Wilson & Company will review available cultural and historical resources databases, to assess the potential project impacts to documented archaeological and architectural resources. It is assumed due to the location of the project, a phase I cultural resource survey would be required. The compiled background information will be included as part of the phase I cultural resource survey for the project’s Area of Potential Effect (APE).

**4.7 Environmental Justice**

Wilson & Company will review available Environmental Justice (EJ) population resources and compile the information in an EJ Memo documenting any potential impacts the project would have to existing communities.

**4.8 Floodplain Development Permit with No-Rise Certification**

Wilson & Company assumes there are no floodplain permitting requirements for this project due to the absence of floodplains in the project area.

## Scope of Services

### SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street

#### 4.9 Clean Water Act (CWA) Section 404/401 Permitting

Wilson & Company assumes CWA Section 404/401 permitting will not be required due to the absence of WOUS, including wetlands in the study area. Our findings will be summarized and documented in a memo.

#### 4.10 Categorical Exclusion (CE)

Wilson & Company will complete a site constraint analysis for the full project study area dependent of the Purpose and Need of the project and feasible alternatives. The information collected utilizing on-line and existing databases will be reviewed in order to accurately assess documented environmental concerns, constraints, submit the Request for Environmental Review (RER), and prepare the CE documentation.

Wilson & Company will prepare the categorical exclusion document using MoDOT's process, provide QC/QA, and provide a copy of the full document to the City and MoDOT environmental staff for their review and approval. The final deliverable will be a completed, signed categorical exclusion with all required appendices. Environmental Technical Reports documenting and summarizing existing conditions will be included in the CE.

#### 4.11 Missouri Department of Natural Resources (MDNR)

Consultant will assist with the following permits from MDNR.

- 4.11.1 Land Disturbance. The City will submit and obtain the Land Disturbance Permit from MDNR. Consultant will assist by completing the SWPPP documents.
- 4.11.2 Water Main Replacement. There is a short waterline replacement from 4<sup>th</sup> Street to 5<sup>th</sup> Street included as part of the project. As such, the consultant will assist the City with development of the MDNR Waterline replacement permit application. The City will supply any necessary hydraulic data and the approved specifications.
- 4.11.3 Sanitary Sewer Extension. The design is intended to avoid causing a sanitary sewer relocation. If a relocation is found to be required a supplement to this agreement can be negotiated.

## Section 5 – Utility Coordination

### 5.1 Utility Location Report

A Utility Location Report will be submitted to each of the utility companies identified as having facilities within the project corridor. The report will also have a general location map attached to acquaint each company with the proposed project.

### 5.2 Initial Utility Meeting

A meeting with utilities in the project area will be initiated to organize the location of their services and collect any information regarding company contacts, existing and proposed plans, and provide a schedule for future review of plan submittals and possible relocation of

## **Scope of Services**

### **SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street**

their facilities. The Utility Location Report will be reviewed during this meeting. The Consultant will host the utility meetings at their office.

#### **5.3 Base Map Verification**

Provide a strip map of the proposed project base map to allow each company to confirm the accuracy of the field locations of their facilities. Any changes, additions, corrections will be updated in the base map.

#### **5.4 Utility Meeting (Preliminary Plans)**

A set of Preliminary Plans will be provided to each utility company that has facilities located within the project corridor two weeks prior to the utility meeting. The purpose of this plan meeting is to provide the utility companies with a set of plans so they can begin the process of developing relocation plans as needed based on the design layout and limits of construction and identify any needs for utility easements. The Consultant will host the utility meetings at their office.

#### **5.5 Utility Conflict Report**

Utility Conflict Report: The Consultant will prepare a Utility Conflict report that will log potential conflict locations between the proposed improvements and the existing utilities. Consultant will develop utility relocation plans that overlay the proposed relocation of all utilities on the proposed improvements. The utility relocation plans effort is covered under Section 9.

#### **5.6 Utility Meeting (Right-of-Way)**

The Consultant will attend a meeting with the utility companies to review the relocation decisions that will need to have been made with regard to the relocation of their facilities. Coordination between the various utilities will be discussed. The location of any utility easements will be required for the Right-of-Way Plan preparation. The Consultant will host the utility meetings at their office.

#### **5.7 Utility Meeting (Final Plans)**

The purpose of this meeting is to review the progress of each of the utility companies for the relocation of their facilities. The Consultant will host the utility meetings at their office.

#### **5.8 Additional Utility Coordination**

Continued coordination with various utilities. This includes phone calls, emails, and individual meetings with the utility company representatives. Estimated at 1 hour per week in addition to the above-mentioned items.

## **Section 6 – Landscape Design and Consultation**

### **6.1 Landscape design**

Wilson & Company will retain Stantec to perform landscape design for planting plans for trees and turf grass for the Douglas Street corridor. Irrigation design is not included. Hardscape design is not included.

## Scope of Services

### SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street

#### 6.2 Arborist Consultation

Wilson & Company will retain Ivan Katzer, Board Certified Master Arborist, for consultation regarding tree health, value, and construction impacts. An estimate of level of effort is included that includes three (3) field visits and one (1) memo regarding findings, and up to 16 hours of additional consultation.

## Section 7 – Storm Sewer and Water Quality BMPs

The consultant will develop the storm sewer improvements and proposed water quality BMPs within the project area. There are minimal options for BMPs anticipated due to the limited right-of-way.

#### 7.1 Storm Sewer

Develop the enclosed storm sewer system along Douglas Street. Calculations will include, drainage areas for each inlet, design discharges, gutter spread, inlet capacities, pipe capacities and hydraulic grade lines. Storm sewer plan and profiles will be included with the roadway plans. Consultant will work with the City to determine the appropriate design storm. Consideration will be given to non-setback or other styles of inlets that may reduce the footprint behind the curb, in order to reduce the right-of-way needs, if possible.

#### 7.2 Water Quality BMPs

7.2.1 At the Concept stage the Consultant will create and evaluate (2) options for implementing Water Quality BMPs in the corridor. Consideration will be given to right-of-way available, construction cost, and long-term maintenance. Possible solutions include the following:

- Hydrodynamic separators
- Bio-retention swales or ponds
- Infiltration facilities
- Native vegetation restoration

7.2.2 Prepare a memo summarizing the options and make a recommendation.

7.2.3 Update the memo based on City review comments.

7.2.4 Preliminary and Final Design of the preferred BMPs will be developed and then included with the roadway plans.

7.2.5 The expected preferred alternative is hydrodynamic separators due to the minimum right-of-way. If a larger footprint BMP is selected requiring a grading and planting plan, then a supplement to this agreement will be required.

## Section 8 – Lighting Design

The consultant will develop lighting analysis and design for a new lighting system along Douglas Street. Black, non-decorative poles will be used to match the north Douglas Street project.

#### 8.1 Street Lighting Photometrics

Wilson & Company will develop concept lighting plans and photometrics for the pavement area for a new lighting system to match City standard design criteria and details.

#### 8.2 Street Lighting Plans

8.2.1 Wilson & Company will develop the street lighting plans to be included with the preliminary plans stage.

8.2.2 Wilson & Company will revise the preliminary plans based on the preliminary plan review comments and advance the lighting plans to final plan stage.

## Scope of Services

### SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street

#### Section 9 – Roadway Design

Consultant will develop the roadway design and associated plans for the improvements according to the following stages.

##### 9.1 Concept Design

The Consultant will develop the roadway design and create concept plans for the planned improvements to include the following elements and alternatives. Concept stage does not include corridor modeling.

- 9.1.1 Develop horizontal and vertical alignments.
- 9.1.2 Develop typical sections.
- 9.1.3 ADA Parallel Parking Analysis. Evaluate the parallel parking section to determine the required ADA parking stalls according to the new PROWAG requirements.
- 9.1.4 Develop concept layouts of curb bump outs to include the following anticipated locations.
  - SW and SE corners of 4th Street at Douglass Street.
  - 5<sup>th</sup> Street and Douglas Street
  - 6<sup>th</sup> Street and Douglas Street (possible)
  - 7<sup>th</sup> Street and Douglas Street (possible)
  - North and South side of 4<sup>th</sup> Street between SW Main Street and SE Main Street (excluding work in the UPRR).
- 9.1.5 Develop two options for the in-right-of-way parking for the apartment on the east side of Douglas Street south of 7<sup>th</sup> Street.
- 9.1.6 Develop two options for the Douglas Street and Blue Parkway intersection. One traditional “T” intersection and one roundabout intersection.
- 9.1.7 The consultant will develop waterline replacement alignment plans along Douglas Street from 4th Street to 5th Street. Vertical design will occur in preliminary design phase.
- 9.1.8 Concept Plans will include the following sheets.
  - 9.1.8.1 Title Sheet
  - 9.1.8.2 Typical Sections
  - 9.1.8.3 Roadway Plan and Profiles
- 9.1.9 Identify right-of-way impacts.
- 9.1.10 Identify utility impacts.
- 9.1.11 Develop concept level quantities and opinion of probable construction cost.
- 9.1.12 Internal Quality Review and review and implementation of MoDOT LPA Plan Checklists for concept level plans.
- 9.1.13 Comment Resolution of City Review Comments.

##### 9.2 Preliminary Design

The Consultant will advance the preferred/selected design to the preliminary design and plans. Minimum information to be included on each sheet is detailed in the latest edition of the City’s Design & Construction Manual (DCM).

- 9.2.1 Perform preliminary roadway design for the selected alignment concept including developing the corridor model.
- 9.2.2 Develop the preliminary sheets to include the following:
  - 9.2.2.1 Title Sheet

## Scope of Services

### SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street

- 9.2.2.2 General Notes & Quantities
- 9.2.2.3 General Layout
- 9.2.2.4 Typical Sections
- 9.2.2.5 Roadway Plan & Profiles
- 9.2.2.6 Driveway Profiles
- 9.2.2.7 Intersection Details with curb ramp details
- 9.2.2.8 Storm Sewer plan & profiles
- 9.2.2.9 Waterline plan & profiles
- 9.2.2.10 Street Lighting Plans
- 9.2.2.11 Pavement Marking and Signing Sheets
- 9.2.2.12 Landscape Plans
- 9.2.2.13 Utility Sheets
- 9.2.2.14 Erosion Control Sheets
- 9.2.2.15 Drainage Area Map
- 9.2.2.16 Cross Sections
- 9.2.3 Develop preliminary level quantities and opinion of probable construction cost.
- 9.2.4 Internal Quality Review and review and implementation of MoDOT LPA Plan Checklists for Preliminary plans.
- 9.2.5 Comment Resolution of City Review Comments.

### 9.3 Right-of-Way Plans

The Consultant will advance the preliminary plans to right-of-way design based on feedback from the preliminary plan comments. There is no planned right-of-way or easements anticipated at this time.

- 9.3.1 ROW roadway design. The roadway design will be advanced to ROW design including further developing the corridor model as needed to define the grading limits.
- 9.3.2 Develop the ROW plans sheets to include adjusting the design based on the City's comments from preliminary plans so that the right-of-way limits can be set. The sheets included will be the same as the preliminary plans plus the addition of the following:
  - Right-of-Way Plans

The tract maps and legal descriptions are included under the Section 2.8.
- 9.3.3 Internal Quality Review and review and implementation of MoDOT LPA right-of-way plan Checklists.
- 9.3.4 Comment Resolution of City Review Comments and coordination with MoDOT right-of-way consultant for plan reviews and A-Date issuance.

### 9.4 Final Design

The Consultant will advance the ROW plans to final design based on feedback from the ROW plan comments. It is acknowledged that minor comments arising from acquisition negotiations will be incorporated into the final design and plans. Significant design changes may result in additional effort needed to complete the revisions and these are included under Optional Services in Section 11.



**Scope of Services****SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street**

- 9.4.1 Final roadway design. The roadway design will be advanced to final design including further developing the corridor model.
- 9.4.2 Develop the final sheets to include the following in addition to refining the sheets developed in the ROW design phase:
  - 9.4.2.1 Update previously started sheets
  - 9.4.2.2 Alignment & Survey Control
  - 9.4.2.3 Demolition Plans
  - 9.4.2.4 Concrete Pavement Jointing Plans and details
  - 9.4.2.5 Pavement Marking and Signing Details
  - 9.4.2.6 Temporary Traffic Control Plans and Details
  - 9.4.2.7 Construction Phasing and Access
  - 9.4.2.8 Drainage Calculations
  - 9.4.2.9 Utility Relocation Plans
  - 9.4.2.10 Fencing Plans and Details
  - 9.4.2.11 Miscellaneous Details
- 9.4.3 Develop final quantities and opinion of probable construction cost.
- 9.4.4 Specifications. Compile job specifications based on City specifications and any special provisions or technical specifications. Includes required State/Federal provisions for Federal-Aid construction contracts.
- 9.4.5 Internal Quality Review and review and implementation of MoDOT LPA Final plan review checklist.
- 9.4.6 Comment Resolution of City Review Comments.

**9.5 Bid Documents**

The Consultant will address the final plan review comments and complete the bid plans and work with the City to develop the Project Manual for bidding. Consultant is responsible for Division 2 Technical Specifications including Project Special Provisions and Job Special Provisions. Consultant also responsible for Section 1116 (Submittals), Section 1120 (Measurement and Payment), and 1306 (QC and QA Testing). The City is responsible for the bidding documents, general contract provisions, and Division 1 – General Requirements.

- 9.5.1 Plans
- 9.5.2 Quantities & Estimate
- 9.5.3 Project Manual Items
- 9.5.4 Includes required State/Federal provisions for Federal-Aid construction contracts.
- 9.5.5 Consultant will review and implement the LPA Final PS&E Submittal Checklist and coordinate with MoDOT for Authority to Advertise.
- 9.5.6 One stamped PDF copy of the final plans and project manual to be provided to the City.

## Scope of Services

### SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street

#### Section 10 – Bidding Services

Bidding services to progress through bidding is included in this scope as described and included here.

- 10.1 RFIs** - Consultant will answer RFIs from the Contractors or City during advertisement/bidding period.
- 10.2 Pre-bid meeting** – Consultant will assist with preparation of agenda and attend pre-bid meeting.
- 10.3 Bid review and award recommendation** - Consultant will review the bids and provide opinion of bid and award recommendation.
- 10.4 Pre-construction meeting** - Consultant will assist with preparation of agenda and attend pre-bid meeting.
- 10.5 Public Involvement meeting** - Consultant will assist with preparation of agenda and attend a meet the contractor meeting once the contractor has been selected.
- 10.6 MoDOT bid concurrence support** – Consultant will assist with gathering necessary information and data and coordinating with MoDOT regarding bid acceptance concurrence.

#### Section 11 – Optional Services

The following services are considered optional and may become needed. These will not be performed unless written authorization is provided by the City.

- 11.1 Utility Potholing**  
Consultant will retain an underground utility daylighting company to pothole certain critical utilities that necessitate ASCE 38-22 Subsurface Utility Engineering (SUE) Quality Level (QL) A accuracy.
- 11.2 Survey ROW Staking**  
Consultant will perform right-of-way staking for up to ten (10) properties for the purpose of right-of-way acquisition. Effort includes marking each right-of-way and easement at each corner and every 50 feet along tangents.
- 11.3 Tract Maps and Legal Descriptions**  
In addition to the scope described in Section 2.8, consultant may need to create additional colored tract maps (8.5"x11") and legal descriptions for properties requiring a right-of-way taking. They will be in accordance with the City's requirements for tract map sketches. This optional services item includes an estimated twenty (20) properties for right-of-way acquisition. Tract maps and legal descriptions will be prepared by the consultant and sealed by a licensed surveyor. The Consultant will also prepare the easement acquisition documents using the City supplied template. A closure/error report will be provided for each legal description.

## Scope of Services

### SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street

#### 11.4 Retaining Wall Preliminary Design

If it is determined a retaining wall is needed to minimize the grading impact to private property this optional service can be authorized. Consultant will investigate the option and cost of three retaining wall type alternatives included here.

- MSE Wall
- Big block wall
- Cast-in-place concrete wall
- Integral sidewalk retaining wall

11.4.1 Coordinate layout and profile design

11.4.2 Coordinate Geotech borings and foundation recommendations

11.4.3 Preliminary proportioning design of CIP wall

11.4.4 Preliminary cost estimates

#### 11.5 Retaining Wall Final Design

11.5.1 Final Design. Perform final design of retaining wall based on the selected wall type and comment resolution from preliminary design.

11.5.2 Generate retaining wall plans sheets using MoDOT CADD standards. The following stages are anticipated within the final design phase:

- 95% deliverable plans with quantities, construction cost estimate, specifications
  - Final quantities based on construction plans
  - Final construction cost estimate based on recent City and Missouri bid tabs.
- 100% signed & sealed plans and specifications.
- Signed & sealed plans after final comments from the City have been addressed.

The following sheets are anticipated for the wall design:

- General Notes & Quantities
- Retaining Wall Plan & Profile (2 sheets)
- Reinforcing Details (3 sheets)

11.5.3 Quantities and Cost Estimate. Quantities will be compiled, and engineers' opinion of probable cost completed using recent City bid tabs, MoDOT, and other local bid tabs.

11.5.4 Specifications. Compile job specifications based on MoDOT and City specifications.

- Signed & sealed specifications after final comments from the City have been addressed.
- Unsigned submitted with 95% plans.
- Signed submitted with 100% plans.

11.5.5 Internal Quality Review

11.5.6 Comment Resolution of City Review Comments.

#### 11.6 Property Acquisition Design and Plan Changes

Minor design and plan changes arising from property negotiations are expected and included in Section 9.4 Final Design. However, major design revisions are not anticipated at this time. This Optional service item includes a budget for major revisions that could stem from property negotiations beyond the level of effort included in Section 9.4.

## Scope of Services

### SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street

#### Section 12 – Construction Related and Post-Construction Services

Construction related and post-construction services will be negotiated and added to the contract when the selected alternative is determined and design is nearly complete, so the level of effort can be better estimated. These may include, but are not limited to, the following:

- Construction RFIs after bidding
- Review of change orders, pay applications, etc.
- Shop drawing review
- Material review and testing
- Construction observation
- Final inspection, punch list review
- Preparation of as-built/record drawings

#### Assumptions

1. Full-size plan sheets are to be 22" x 34". US Customary (English) units of measure will be used in developing the design, construction plans, supplemental specifications, quantity estimates and estimates of probable construction.
2. Plan scale will be 1"=20'. Profile scale will be 1"=20' horizontal and 1"=5' vertical. The scale of other sheets will be modified depending on the level of detail required.
3. Scope assumes only one bid package.
4. All submittals will be electronic (PDF, word, excel, etc.). No full-size plan prints are included except as described in Section 1 for meetings.

#### Owner's Responsibilities

1. Provide the City standard design criteria for the design of roadways and storm drainage systems to the Consultant.
2. Provide the City standard details to the Consultant for use in the project in AutoCAD format.
3. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area.
4. Notify all property owners along the project and other interested parties of any public meetings.
5. Arrange and provide the facilities for all public and utility meetings.
6. City will provide names and contact information for each utility company.
7. The City will provide current utility contact lists. The Consultant will arrange, coordinate, and host utility meeting as well as collect and prepare meeting minutes.
8. Provide any recent bid tabs to assist in the development of the opinion of probable costs.
9. Acquire all proposed right-of-way and easements, as required.
10. Obtain all necessary permits from the State or Federal agencies. The Consultant will assist the City as noted in the Scope of Services.
11. Prepare the front end portions of the Project Manual for use during the bidding process.
12. Provide Wilson & Company with O&E reports for all adjacent properties to be used in the development of the right-of-way base mapping.
13. City will provide the Consultant with copies of all plats adjacent to the project in \*.tif, \*.pdf, or hard copy format as available.

**Scope of Services**  
**SE Douglas Street Improvements – Blue Parkway to 4<sup>th</sup> Street**

**Items Not Included in the Scope of Services**

1. Any work requested by the City that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
  - Changes in the scope, extent, or character of the project.
  - Revisions to the plans when inconsistent with previous approvals or instructions by the City.
  - Updating plans to reflect development that has occurred after the Final Plans are complete.
2. Geotechnical investigations and recommendations except as specifically identified.
3. No environmental investigations, permits or services are included except as specifically identified.
4. Full property survey or setting of new property corners if they are missing is not required.
5. Wilson & Company will not reset missing section corners or monuments.
6. Boundary surveys of adjacent properties.
7. Traffic counts and analysis is not included.
8. Design of pedestrian signals or traffic signals is not included.
9. Determination of the condition of existing utilities.
10. Design of temporary roadways to be used as temporary detour routes.
11. Guardrail design is not anticipated and not included.
12. Preparation of any environmental clearance documents, except as noted in the scope of services.
13. Printing of bidding documents except as identified in Section 9.5.
14. Design of an irrigation system for the landscaped and grassed areas.
15. Utility relocation design.

**EXHIBIT B**  
**2024 Hourly Rates**



<b>LABOR RATES</b>		<b>REGULAR BILL RATE</b>	<b>OVERTIME BILL RATE</b>
A1	Intern Architect, Job Captain (Unlicenced)	\$ 99.00	\$ 99.00
A2	Intern Architect, Job Captain (Unlicenced)	\$ 109.00	\$ 109.00
A3	Intern Architect, Job Captain (Unlicenced)	\$ 124.00	\$ 124.00
A4	Architect (Licenced)	\$ 164.00	\$ 164.00
A5	Architect (Licenced)	\$ 192.00	\$ 192.00
A6	Architect (Licenced)	\$ 224.00	\$ 224.00
A7	AVP, VP, Ops Manager	\$ 260.00	\$ 260.00
AD1	Receptionist/File Clerk	\$ 65.00	\$ 97.50
AD2	Administrative Assistant II/Receptionist	\$ 75.00	\$ 112.50
AD3	Administrative Assistant III/Receptionist	\$ 81.00	\$ 121.50
AD4	Administrative Assistant IV/Executive Assistant IV	\$ 100.00	\$ 150.00
AD5	Senior Administrative Assistant V/Executive Assistant V	\$ 112.00	\$ 168.00
FC1	Junior Construction Observer	\$ 76.00	\$ 114.00
FC2	Construction Observer/Inspector	\$ 87.00	\$ 130.50
FC3	Construction Observer/Inspector	\$ 106.00	\$ 159.00
FC4	Construction Observer/Inspector	\$ 124.00	\$ 186.00
FC5	Senior Construction Observer/Inspector	\$ 149.00	\$ 149.00
FC6	Senior Construction Observer/Inspector	\$ 180.00	\$ 180.00
FS1	Survey Tech I	\$ 65.00	\$ 97.50
FS2	Survey Tech II	\$ 72.00	\$ 108.00
FS3	Survey Tech III	\$ 81.00	\$ 121.50
FS4	Crew Chief, Senior Crew Chief	\$ 100.00	\$ 150.00
FS5	Chief Surveyor (Licensed)	\$ 140.00	\$ 138.00
FS6	Survey Manager (Licensed)	\$ 200.00	\$ 180.00
FS7	Operations Manager (Licenced)	\$ 240.00	\$ 240.00
IA1	Intern I	\$ 50.00	\$ 75.00
IA2	Intern II	\$ 66.00	\$ 99.00
IA3	Intern III	\$ 69.00	\$ 103.50
IA4	Intern IV	\$ 75.00	\$ 112.50
OD1	CADD Technician (entry level)	\$ 75.00	\$ 112.50
OD2	CADD Technician	\$ 84.00	\$ 126.00
OD3	CADD Technician	\$ 93.00	\$ 139.50
OD4	CADD Technician	\$ 116.00	\$ 174.00
OD5	Senior CADD Technician/CADD Manager	\$ 137.00	\$ 205.50
OP1	Apprentice Stereo Operator	\$ 65.00	\$ 97.50
OP2	Stereo Operator	\$ 72.00	\$ 108.00
OP3	Stereo Operator/GIS Analyst	\$ 85.00	\$ 127.50
OP4	Stereo Operator/GIS Analyst	\$ 118.00	\$ 177.00
OP5	Chief Photogrammetrist	\$ 140.00	\$ 210.00
OP6	Chief Photogrammetrist	\$ 180.00	\$ 180.00

**EXHIBIT B**  
**2024 Hourly Rates**



<b>LABOR RATES</b>		<b>REGULAR BILL RATE</b>	<b>OVERTIME BILL RATE</b>
OP7	Chief Photogrammetrist	\$ 248.00	\$ 248.00
P1	Graduate Enginner (Unlicensed)	\$ 118.00	\$ 118.00
P2	Graduate Enginner (Unlicensed)	\$ 120.00	\$ 120.00
P3	Staff Detail Designer (Unlicensed)	\$ 140.00	\$ 140.00
P4	Staff Detail Designer (Licensed)	\$ 170.00	\$ 170.00
P5	Project Engineer, Project Manager (Licensed)	\$ 220.00	\$ 220.00
P6	Senior Project Manager (Licensed)	\$ 270.00	\$ 270.00
P7	Department Head, Principal (Licensed)	\$ 300.00	\$ 300.00
PL1	Junior Planner (Unlicensed)	\$ 84.00	\$ 126.00
PL2	Junior Planner (Unlicensed)	\$ 97.00	\$ 145.50
PL3	Planner (Unlicensed)	\$ 118.00	\$ 177.00
PL4	Senior Planner (Licensed)	\$ 147.00	\$ 147.00
PL5	Senior Planner/Project Mgr (Licensed)	\$ 194.00	\$ 194.00
PL6	Senior Planner/Project Manager (Licensed)	\$ 242.00	\$ 242.00
PL7	AVP, VP, Ops Manager	\$ 260.00	\$ 260.00
PD1	CADD Designer	\$ 87.00	\$ 130.50
PD2	CADD Designer	\$ 95.00	\$ 142.50
PD3	CADD Designer	\$ 125.00	\$ 187.50
PD4	Senior CADD Designer	\$ 140.00	\$ 140.00
PD5	Senior CADD Designer	\$ 165.00	\$ 165.00
RP1	Railroad Professional	\$ 152.00	\$ 152.00
RP2	Railroad Professional	\$ 165.00	\$ 165.00
RP3	Railroad Professional	\$ 180.00	\$ 180.00
RP4	Railroad Professional Senior	\$ 199.00	\$ 199.00
RP5	Railroad Professional Manager	\$ 208.00	\$ 208.00
RP6	Senior Railroad Specialist, RR Project Manager	\$ 228.00	\$ 228.00
SP1	Junior RE Specialist/Consultant	\$ 66.00	\$ 99.00
SP2	RE Specialist/Public Involvement/Consultant	\$ 90.00	\$ 135.00
SP3	Planner/ROW Agent/Project Manager	\$ 110.00	\$ 165.00
SP4	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 160.00	\$ 160.00
SP5	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 200.00	\$ 200.00
SP6	Senior RE Specialist/Planner/Project Manager	\$ 240.00	\$ 240.00
SP7	AVP, VP, Ops Manager	\$ 260.00	\$ 260.00