

RESOLUTION R-24-14

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH WSP USA, INCORPORATED, IN THE TOTAL AMOUNT NOT TO EXCEED \$695,527.00 FOR THE DOWNTOWN GLADSTONE NORTH OAK STREET IMPROVEMENTS DESIGN – PHASE TWO, PROJECT TP2371.

WHEREAS, City staff issued a Request for Proposals (RFP) to complete the Downtown Gladstone North Oak Street Improvements Design; and

WHEREAS, WSP USA, Incorporated was selected to complete Phase One of the project; and

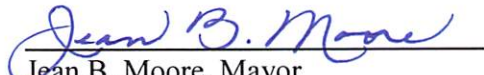
WHEREAS, staff has negotiated a contract with WSP USA, Incorporated, to complete Phase Two of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

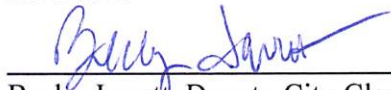
THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a professional engineering services agreement with WSP USA, Incorporated, in the total amount not to exceed \$695,527.00 for the Downtown Gladstone North Oak Street Improvements Design – Phase Two.

FURTHER, THAT, funds for such purpose are provided by the 2024 COP and programmed in the TST Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 11TH DAY OF MARCH 2024.


Jean B. Moore, Mayor

ATTEST:


Becky Jarrett, Deputy City Clerk



Request for Council Action

RES ☒ # R-24-14

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 3/5/2024

Department: Public Works

Meeting Date Requested: 3/11/2024

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: Professional Engineering Services Agreement, Downtown Gladstone North Oak Street Improvements Design – Phase 2, TP2371

Background: City staff issued a Request for Proposals (RFP) in 2022 to complete Phase 1 of the project design which consisted of public engagement and data collection. That project was awarded to the design team of WSP USA/Confluence. Phase 2 of the project includes detailed design of the roadway improvements, additional public engagement, and utility coordination as necessary to bid and construct the project and to secure \$4,392,000.00 in federal funds.

Budget Discussion: Funds for design are available from the 2024 COP and are budgeted in the TST Fund.

Public/Board/Staff Input: Staff recommends that the City execute a professional engineering services agreement with the project team of WSP USA/Confluence (led by WSP USA, Incorporated). Services will be billed on a time and materials basis not to exceed \$695,527.00.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
DOWNTOWN GLADSTONE NORTH OAK COMPLETE STREETS – PHASE 2
PROJECT# TP2371**

THIS AGREEMENT, made and entered into this 26 day of March, 2024, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and WSP USA, Incorporated, hereinafter referred to as the "Engineer".

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

WHEREAS, the City desires to engage the Engineer to render professional engineering services for the project described in this Agreement, and the Engineer is willing to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I

DESCRIPTION OF PROJECT

Detailed design of the Downtown Gladstone North Oak Complete Streets Project from approximately NE 69th Street to NE 72nd Street. Refer to Exhibit A for a breakdown of specific tasks.

ARTICLE II

ENGINEER'S SCOPE OF SERVICES

1. The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and incorporated by reference herein.
2. The Engineer hereby agrees that, immediately upon execution of this Agreement and upon receipt of a "Notice to Proceed" from the City, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified in Section C of Article IV. The City is not liable and will not pay the Engineer for any services rendered before the Engineer receives written authorization.
3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate easements, right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work

described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably, in writing, as mutually agreed between the City and the Engineer at the time a cause for delay occurs.

4. Since the work of the Engineer must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Engineer shall advise the City in advance, of all meetings, and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

ARTICLE III

CHANGES IN SCOPE

If changes occur either in the Engineer's Scope of Services or the Description of the Project, a supplemental agreement for additional services may be negotiated at the request of either party.

ARTICLE IV

ENGINEER'S FEE

1. Basic Fee and Schedule.

- a) As compensation for Basic Services as described in Exhibit A of this Agreement, and for services required in the fulfillment of the terms and conditions of this Agreement, the Engineer shall be paid a "Basic Fee", which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee for design services shall be based upon time and materials expended on the project and shall not exceed \$695,527.00.
- b) **Payment Schedule for Compensation.** The Compensation shall be paid in monthly installments based upon time and materials expended by the Engineer. The Engineer shall provide City with a monthly invoice. The invoice shall summarize, by phase, hours worked, standard billing rates, and a summary of expenses incurred over the billing period. The City shall pay invoices within thirty (30) days of receipt of such invoice.
- c) **Project Schedule.** The project design will be complete and approved by MoDOT for bidding purposes by July 1, 2025.

2. **Payment for Additional Services** - The City and Engineer shall negotiate a written supplemental agreement with the Engineer for additional services should the need arise for work beyond the agreed upon scope of services. Construction administration is not included in this contract but may be added at a later date.

ARTICLE V

OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

1. The field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer; however, the City shall be furnished, at no additional cost, one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides. The Engineer shall also deliver all electronic information on CD in Autocad format.
2. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body. The Engineer shall have no liability for defects in the services attributable to the Engineer's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.
3. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Engineer.

ARTICLE VI

TERMINATION

1. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and the failure by the breaching party to cure or commence proceedings in good faith to remedy such breach within fifteen (15) days after receipt of such written notice.
2. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Engineer.
3. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VII

ASSIGNMENT

This Agreement shall not be assignable except at the written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto., except that it may be assigned without such consent to the successor of either party, or to a related entity, an affiliate or wholly owned subsidiary of either party, but such assignment shall not relieve the assigned party of any of its obligations under this Agreement.

ARTICLE VIII

DISCLOSURE

The Engineer hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement.

ARTICLE IX

INDEMNITY

The Engineer agrees to indemnify, and hold harmless the City of Gladstone and its officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any negligent act, error, or omission of the engineer or its agents or employees. The Engineer is not required hereunder to defend the City of Gladstone, its officers, agents or employees, or any of them from assertions that they were negligent, or indemnify and save them harmless from liability based on the City, its officers, agents or employees' negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

ARTICLE X

INSURANCE

The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall

furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

Workmen's Compensation Insurance. Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

Liability Insurance. Professional Liability insurance in an amount not less than \$2,000,000 Combined Single Limit and Automobile Liability insurance in an amount not less than \$1,000,000 Combined Single Limit with hired car and non-owned vehicle coverage or a separate policy carrying similar limits, and an amount of not less than \$1,000,000 for Property Damage to protect the Consultant and its agents from claims which may arise from services rendered under this Agreement, whether such services are rendered by the Consultant or by any of its agents or by anyone employed by either.

ARTICLE XI

DISCRIMINATION PROHIBITED

In performing the services required hereunder, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE XII

STANDARD OF CARE

Engineer will perform the Services in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing services of a similar nature in existence at the time of performance of the Services. If, during the one year period following completion of the Services under a particular Request for Service, it is shown there as an error in the Services provided under such Request for Services caused solely by the Engineer's failure to meet such standards and the City has notified the Engineer in writing of any such error within that period, the Engineer shall re-perform, at no additional cost to the City, such Services within the original scope of Services as may be necessary to remedy such error.

ARTICLE XIII

PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall not be assumed by the Engineer. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the site or sites

concerned which was not brought onto such site or sites by the Engineer for the exclusive benefit of the Engineer to the extent the City is responsible for such contamination.

ARTICLE XIV

FORCE MAJEURE

Engineer shall not be in default under this Agreement for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Agreement.

Should such circumstances occur, the Engineer shall give the City written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the project schedule and adjustment to the Engineer's compensation.

ARTICLE XV

WORKER AUTHORIZATION

Pursuant to Section 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit C and incorporated herein, the Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. Furthermore, the Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided for in this Agreement.

ARTICLE XVI

ADMINISTRATION OF AGREEMENT

The City Manager or his authorized representative shall administer this Agreement for the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Engineer

WSP USA, Incorporated

Attest:

By: 

Title: Senior Director

City of Gladstone

Attest:

By: 

Robert M. Baer; City Manager



Kris Keller; City Clerk

Reviewed by the legal department:

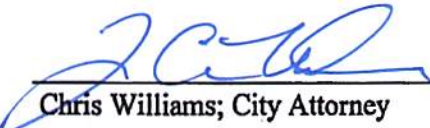

Chris Williams; City Attorney

Exhibit A, B

Exhibit C

CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF MISSOURI)
COUNTY OF St. Louis) ss.

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Daniel DeArmond, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Daniel DeArmond and I am currently the Sr. Director of WSP USA Inc. (hereinafter "Contractor"), whose business address is 300 Wyandotte Street, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the [describe project] Oak St. Design contracted between Contractor and the City of Gladstone, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Affiant

Printed Name

Subscribed and sworn to before me this 12th day of March, 2024.

Notary Public

SEAL

KAREN T. MORROW
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 22, 2025
Commission # 13872494

North Oak Complete Street Project Phase II

Basic Services to be Provided by Engineer

1. Project Purpose/Justification

The project enhances safety and operations by improving the North Oak Trafficway through complete street improvements to include access management, sidewalks, ADA improvements, lighting, etc. The project is a needed component to ensure the continued viability of downtown development and increases opportunities for pedestrians and bicycles to move through the corridor.

2. Project Plan/Scope

- a. **Project Limits** – Permanent improvements to North Oak Street limited to the proposed roundabout at 69th Street, a proposed roundabout at NE 70th Terrace, a mill and overlay from the proposed 69th Street roundabout to south of 72nd Street, replacement of the existing signal at 70th Street with the following additions/exceptions:
 - i. **Pedestrian and bicycle amenities including**
 - 1. Adding a multi-use path to the east side of North Oak Trafficway from 69th Street to 72nd Street.
 - 2. Adding a sidewalk on the west side of North Oak Trafficway from 69th to 72nd Street.
 - 3. Pedestrian crossing on North Oak Trafficway between 70th Street and 72nd Street.
 - ii. **Traffic control plans will require advanced temporary signage, pavement marking, and devices in advance along North Oak Trafficway and adjacent Streets.**
 - iii. **Utility coordination to move the existing overhead utilities on North Oak Trafficway from approximately 69th Street to 72nd Street to the west of properties along North Oak Trafficway.**
 - iv. **Signage and artistic features in the roundabout and streetscape enhancements including landscape, wayfinding signage, site furnishings, and lighting.**
- b. **Design Criteria** – APWA KC Metro design criteria will generally be followed for the design criteria of the project. NCHRP 1043, Guide for Roundabouts will be followed for roundabout design.
- c. **LPA Process/Documentation** – MoDOT's Local Public Agency (LPA) Policy will be followed throughout the design and construction phases of the project. Engineer will assist the City by providing requested information for the City to complete the forms and procedures required by the LPA Policy per Section 136 of MoDOT's Engineering Policy Guide (EPG). It is assumed that there will not be any significant impacts which require additional effort beyond that being requested in the RER Form.

- d. Design Surveys** –Field survey will be obtained to gather sufficient details for North Oak Trafficway. Utility locations (based on OneCall locates) will be utilized from previous survey.
- i. Survey Control.** Horizontal and vertical control points will be set as 5/8-inch rebar with aluminum caps (3). Unless dictated otherwise, the horizontal datum is to be Missouri State Plane-West Zone NAD83. Vertical Datum NAVD88 w/ Geoid 18.
 - ii. Utility Locates.** The consultant will verify and integrate the findings from the previous Gladstone utility survey into the current survey deliverables.
 - iii. Topographic Field Survey.** Perform a field survey to obtain sufficient detail for the NE 69th Street & N Oak Trafficway Survey Services. The field information shall include topographic information to clearly identify above-ground visible topographic features within the area displayed in "Exhibit A" and "Exhibit C" below. Terrain data collected for the survey area shall include breaklines, slopes, and a grid of elevation shots.
 - iv. Record documents** will be used in conjunction with found property corners to develop the property line basemap for the area depicted in "Exhibit B".
 - v. Ownership and Encumbrance Reports.** The Consultant will order O&E reports from a local title company. 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 confirm and refine the right-of-way and property information used in the base mapping. The Consultant has identified a total of (30) individual tracts.
 - vi. Existing Property Line Base Mapping.** Record documents will be used in conjunction with found property corners to develop the property line base map. Property lines, Right-of-Way, and subdivisions will be plotted on the survey basemap. Existing easement mapping is not a part of this scope.
 - vii.**
- e. Roadway Typical Section** – The existing 4-lane and 5-lane sections and existing curb locations will be maintained outside of the roundabout construction area. The east side includes a proposed 10 foot shared use path with 4 foot of green space and the west side includes a proposed 6 foot sidewalk with 4 foot of green space. Location of the shared use path and sidewalk may vary from adjacent to curb to offset depending on

**Exhibit A – Services Provided by Engineer
City Project No.**

utility impacts, the need for retaining walls, impacts to trees, and stakeholder preferences. One mid-block crossings will be incorporated.

- f. Pavement** – Four combination pavement cores/soil borings will be taken along North Oak Trafficway. Recommendations will be summarized in a report to include full depth pavement recommendation for base and pavement sections.
- g. Access Management** – Access management design will include a combination of removal, narrowing, combining, and widening existing access to properties from North Oak Street. In coordination with Public Involvement efforts described herein, Engineer will coordinate (up to 60 hours total) with individual property owners whose access is proposed to be modified.
- h. Permits/Environmental** - It is assumed that the project will be classified as a Programmatic Categorical Exclusion (PCE). Engineer will develop and submit a memo summarizing the project attributes showing that thresholds are within the definition for a PCE. Section 106 compliance will be included provided the finding of no historic properties affected. Additional work will be required if historic properties are affected and will be handled as a supplement to this contract. Archeological work including Phase I archeological survey is to be completed by others and is excluded from this contract.
- i. Right-of-Way and Construction Easement Generation** – Right-of-Way and Construction Easement Generation. The Consultant will coordinate with Engineering to define the Right-of-Way (ROW) and construction easements (TCE) to be acquired as part of this project. It is assumed (30) legal descriptions and exhibits will be necessary to acquire said parcel takings.
- j. Utility Coordination** – Engineer will coordinate utility relocations for the project. Engineer will provide plan drawings to utility companies and will provide coordination with participation in up to 8 group meetings and up to 4 individual meetings with each utility company. The following utilities have been identified within the corridor: Evergy, AT&T, Spectrum, Google, City of Gladstone Water, Storm Sewer, and Sanitary Sewers.
- k. Sanitary Sewer Design** – Sanitary Sewer work will include addressing conflicts with proposed pavement changes at the intersections of 69th Street and North Oak Trafficway & 70th Terrace and North Oak Trafficway. Additional adjustments and/or relocations may be made to resolve conflicts with the shared-use-path, sidewalk, and access management design.
- l. Waterline Design** – Waterline work will include addressing conflicts with proposed pavement changes at the intersection of 69th Street and North Oak Trafficway & 70th Terrace and North Oak Trafficway. Water valve and fire hydrant locations may require adjustments and/or relocations to resolve conflicts with the shared-use-path, sidewalk, and access management design.
- m. Storm Sewer Design** – Storm Sewer design will be limited to proposed pavement changes at the intersection of 69th Street and North Oak Trafficway, 70th Terrace and North Oak Trafficway, and the replacement of existing lids and storm sewer inlets inside of the project limits. Design will meet APWA Kansas City Metro Storm Sewer Specifications. Capacity of downstream storm sewer systems will not be evaluated as

**Exhibit A – Services Provided by Engineer
City Project No.**

runoff is not expected to increase significantly. APWA Kansas City Metro Storm Sewer standard details will be used for storm sewer structures. It is assumed that special structural designs or bills of reinforcing will not be required for the storm sewer structures.

- n. Erosion Control/SWPPP – APWA Kansas City erosion control specifications will be followed. Engineer will develop a SWPPP using the EPA standard template for inclusion in the Bid Documents.**
- o. Geotechnical – Engineer will perform four combination pavement cores/soil borings and develop recommendations for pavement and subgrade preparation. Engineer will provide staking and surveying of the boring locations.**
- p. Roundabout Design – Geometric detail sheets and jointing sheets will be utilized to provide details for roundabout construction. Fastest path exhibits and truck turning movement exhibits will be provided for North Oak Trafficway and 69th Street and NE 70th Terrace for review with preliminary plans submittal.**
- q. Retaining Walls – It is assumed that up to 10 retaining walls of up to 100 feet long up to 3-foot high may be required along the project to minimize the impacts to properties and utilities. It is assumed that standard details can be utilized. It is assumed that the height of the walls will be limited such that geotechnical analysis will not be required and handrails will not be required.**
- r. Public Involvement – Up to 3 public meetings will be held. For each public meeting exhibits showing the proposed pavement updates and a project fact sheet will be provided. One public meeting will be held at Right-of-Way Plans to follow the LPA process for receiving an “A Date” to begin property acquisition.**
- s. Traffic Control – Through traffic will be maintained on North Oak Trafficway throughout construction with the exception of short closures during phase changes. Access to properties will be maintained throughout construction. Access to 69th Street from North Oak Trafficway will require a detour route during the reconstruction of work on 69th Street.**
- t. Streetscape Design – Develop preliminary design concept alternatives for proposed corridor enhancements including a series of conceptual design drawings and illustrations depicting streetscape elements, landscape planting improvements, gateway features and Identity/wayfinding signage improvements, and a series of precedent images to graphically illustrate and communicate the proposed design concepts and ideas.**

Preferred streetscape enhancement design concepts will be reviewed with City and confirmed as the overall design direction for these features and will be incorporated into the preliminary plan submittal.

Final design plans will incorporate Site/Landscape Plan Irrigation Plans and Details (for improvements within the ROW only), Streetscape Improvement Plan and Details, Gateway Features and Signage Plans and Details, Site and Landscape Details and Specifications.

**Exhibit A – Services Provided by Engineer
City Project No.**

- u. Traffic Signals**– The existing traffic signal at 70th Street will be replaced. It is assumed there will be no permanent modifications to this intersection including geometric changes to 70th Street or the commercial entrance to the west. Signal redesign will include maintaining the existing pedestrian crossings and evaluating a pedestrian crossing on the south leg of the intersection.
- v. Street Lighting** – Lighting fixture recommendations will be made for proposed pedestrian and street level lighting along North Oak Trafficway from the proposed pavement reconstruction south of 69th Street to south of 72nd Street. A lighting analysis will be performed for proposed light fixtures.
- w. Bidding Phase Services** – Engineer will provide the Bid Form and Measurement and Payment section of the front-end documents and provide the City with requested information to compile the remaining front end documents. Engineer will assemble Technical Specifications. It is assumed that City and MoDOT Standard Specifications and Job Special Provisions will be used. Engineer will respond to up to 10 Contractor requests for information during the bidding phase.
- x. Construction Phase Services** – No construction phase services are included. These services may be negotiated as a supplement to the contract prior to construction beginning.

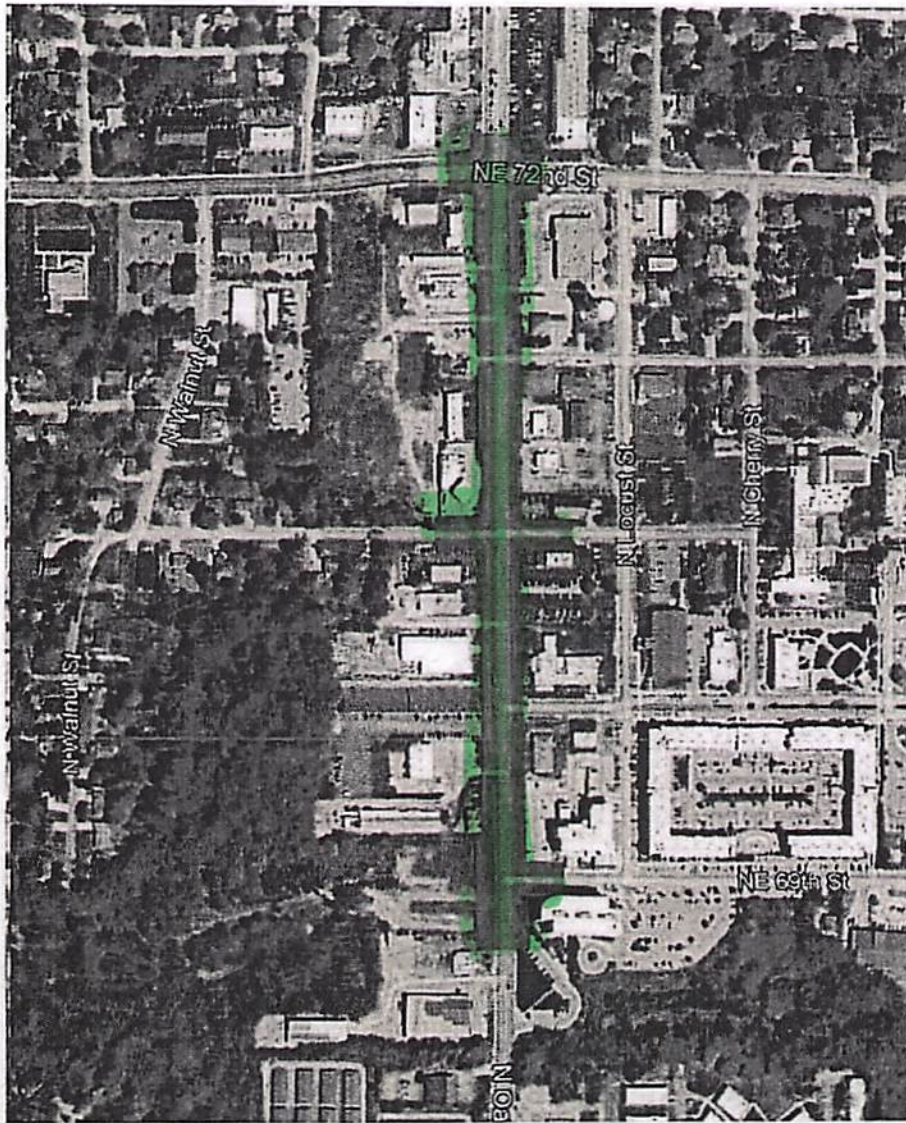
3. Deliverables

It is assumed that the following submittals will be made throughout the project.

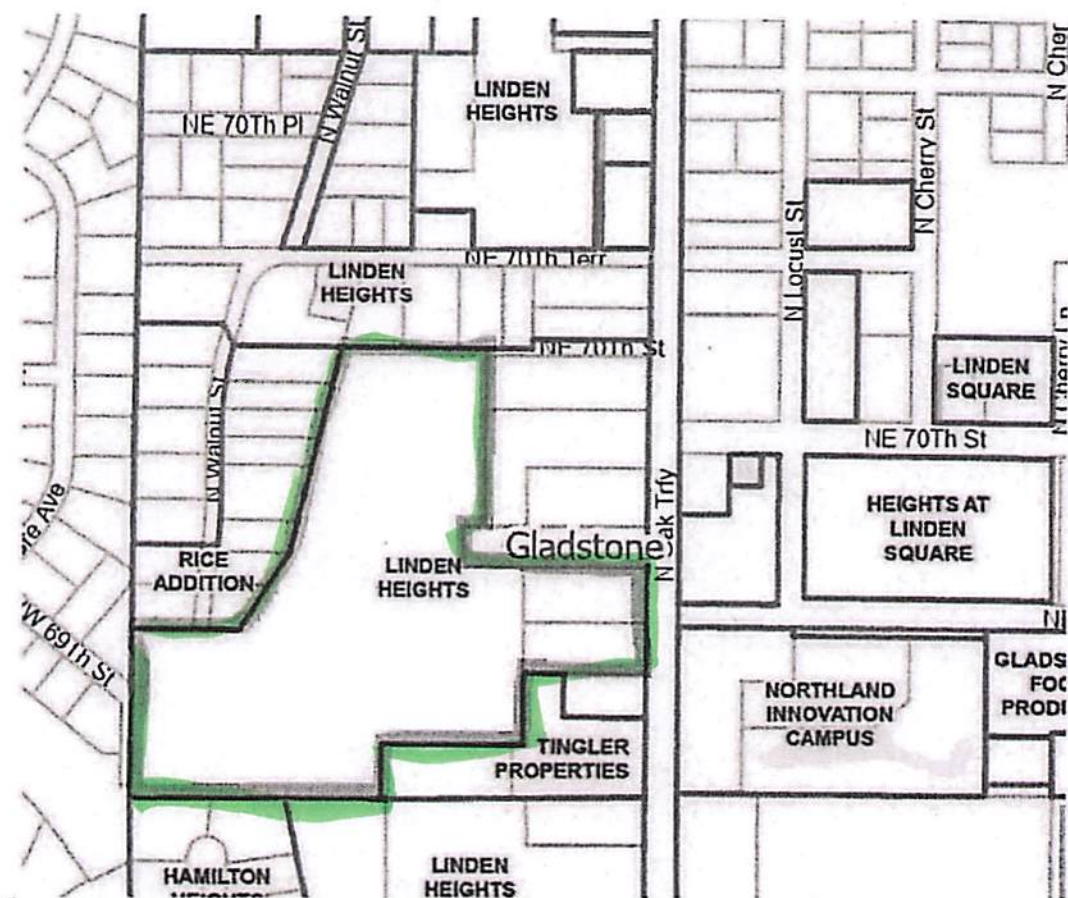
- Geotechnical Report
- Preliminary Plans and Cost Estimate
- Fastest Path and Design Vehicle Turning Movements
- Permits (as described in 2.h.)
- Right-of-Way Plans
- Tract Maps and Legal Descriptions (30)
- 95% Plans
- Final Plans and Cost Estimate
- Bid Documents (as described in 2.w.)
- Electronic Deliverables (DWG of base and sheet files)

For each of the submittals listed above, it is assumed that PDFs will be submitted. No hard copy plans will be submitted. For plan milestones, it is assumed that comments received from reviewers will be incorporated into the following milestone submittal.

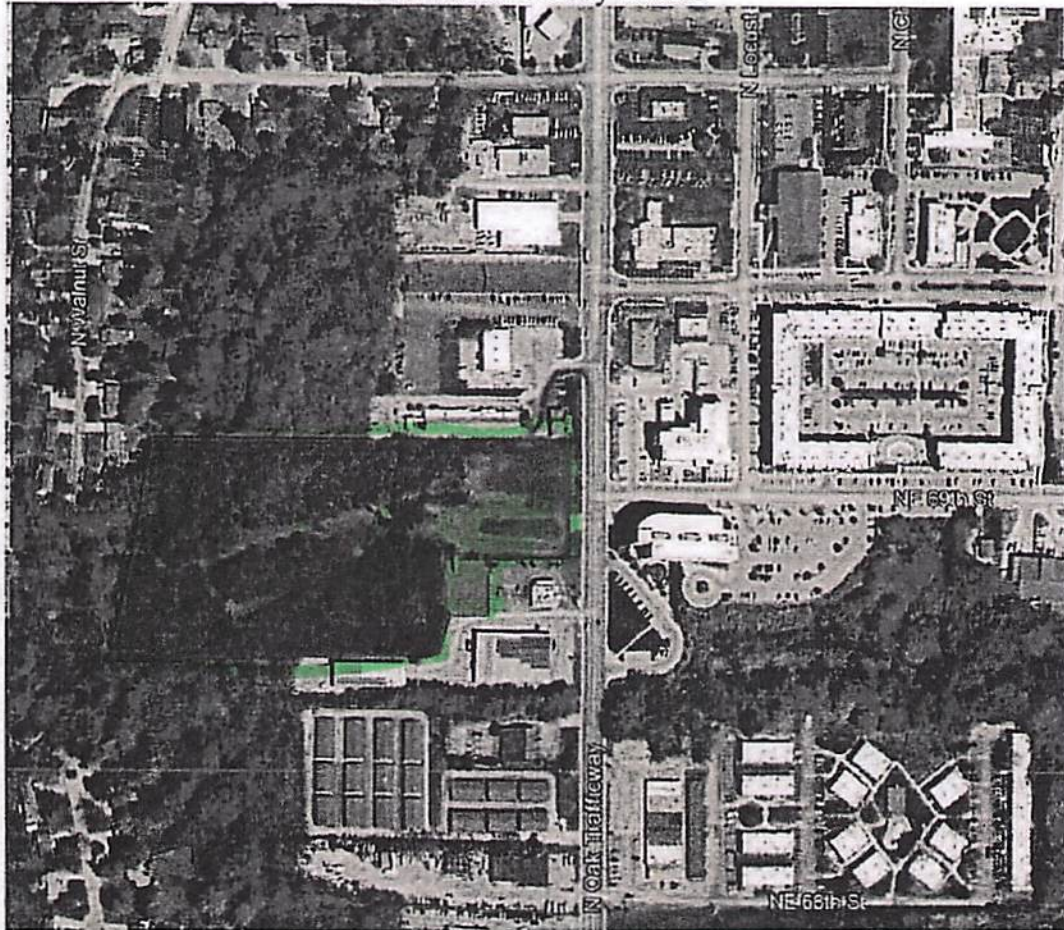
"Exhibit A"
NE 69th Street & N Oak Trafficway Survey Limits



"Exhibit B"
Boundary Survey Limits



**“Exhibit C”
Additional Survey Limits**



North Oak Complete Street Project Phase II

Basic Engineering Services

		<table><tr><td>Name</td><td>Nick Vosa</td><td>Mary Hansen</td><td>Alyssa Holmiky</td><td>Christopher Douglas</td><td>Logan Leebrecht</td><td>Daniela Gonzalez</td><td>Todd Bond</td></tr><tr><td>Rate \$</td><td>174.00</td><td>\$ 214.00</td><td>\$ 121.00</td><td>\$ 105.00</td><td>\$ 136.00</td><td>\$ 147.00</td><td>\$ 168.00</td></tr></table>								Name	Nick Vosa	Mary Hansen	Alyssa Holmiky	Christopher Douglas	Logan Leebrecht	Daniela Gonzalez	Todd Bond	Rate \$	174.00	\$ 214.00	\$ 121.00	\$ 105.00	\$ 136.00	\$ 147.00	\$ 168.00
Name	Nick Vosa	Mary Hansen	Alyssa Holmiky	Christopher Douglas	Logan Leebrecht	Daniela Gonzalez	Todd Bond																		
Rate \$	174.00	\$ 214.00	\$ 121.00	\$ 105.00	\$ 136.00	\$ 147.00	\$ 168.00																		
Phase	Discipline	Item of Work	Project Manager	Senior Technical Advisor	Project Accountant	Senior Engineer	Engineer	Traffic/ Lighting	Water/ Stormwater Engineer	Total															
Task #																									
Project Management, Administration, and Public Communication																									
Project Management																									
	1010.01	Project Management																							
		General Project Management	112							112															
		Project Set-up (Risk Management, Safety, Document Control)	10	2	10					22															
		Kick-off Meeting	4			2	2	2		10															
		Agency Coordination, Meetings and Minutes	40			16	16	16		88															
Project Administration																									
	1020.01	Project Administration																							
		Monthly Accounting & Progress Reporting	30		30					60															
		Subconsultant Management	10		30					40															
Communications and Public Involvement																									
	3400.01	Stakeholder & Public Participation Plan & Activities																							
		Public Meeting Preparation, Exhibits, and Facts Sheets	24				16			40															
		Public Meeting #1	4				4			8															
		Public Meeting #2	4				4			8															
		Public Meeting #3	4				4			8															
		Project Management and Administration Subtotal	226	24	70	18	46	34	34	398															

North Oak Complete Street Project Phase II

Basic Engineering Services

		Name	Mika Voss	Mary Houson	Aileen Holmquist	Christopher Douglas	Loren Laubach	Doretha Guerin	Todd Bond	
		Rate \$	174.00	\$ 214.00	\$ 121.00	\$ 189.00	\$ 196.00	\$ 147.00	\$ 198.00	
Phase	Discipline	Item of Work	Project Manager	Senior Technical Advisor	Project Accountant	Senior Engineer	Engineer	Traffic/ Lighting	Water/ Stormwater Engineer	Total
	Task #									
Concept Design										
Roadway and Drainage										
	4010.01	Survey and Geotech. Coordination								
		Survey Review/Coordination	4			8	16			28
		Geotechnical Review/Coordination	4			4	4			12
	4010.02	Utility Coordination								
		Kick-off Meeting (all utilities)	2			2	2		2	6
		Gather As-builts, Easements, and Reconnaissance Mapping	2			4	4			10
	4010.03	Concept Design								
		Protect CAD/Workspace Set-up				4				4
		Design Criteria Document	2	2		2	4			10
		Horizontal Alignments	2			6	16			28
		Typical Sections	2				8			10
		Sidewalk & Shared Use Path Layouts	8			8	22			48
		Entrance/Driveway Layouts	2			4	8			14
		Right-of-Way Considerations	2			4	8			14
		Water Main, Storm Sewer, Utility Considerations	2			6	16			28
		Roundabout Geometry Design	48				16			64
		Roundabout Design Memo	24				32			56
	4010.04	Storm Sewer Analysis and Design								
		Develop preliminary layout based on existing system							20	20
		Site Review Existing Conditions of Inlets	4						4	8
		Prepare concept exhibit					8		4	12
	4010.05	Wetlands Relocation								
		Identify all main and service connections to existing main							8	8
		Develop preliminary layout for new wetlands							8	8
		Schematic line drawing							4	4
Traffic Engineering and Planning										
	7010.01	Data Collection								
		Review of Past Traffic and O&D Data						8		8
		Field Review of Project Area						4		4
	7010.02	Traffic Engineering								
		Review of Existing Access	8				16	24		48
Concept Design Subtotal:			176	216	121	189	196	147	198	1049

North Oak Complete Street Project Phase II

Basic Engineering Services

		Name	Hourly Rate	Mike Voss	Mary Huxman	Alyssa Meluskey	Christopher Douglas	Logan Lashbrook	David Gonzalez	Todd Bond	
			\$	174.00	\$ 214.00	\$ 121.00	\$ 163.00	\$ 136.00	\$ 147.00	\$ 136.00	
Phase	Discipline	Item of Work	Project Manager	Senior Technical Advisor	Project Accountant	Senior Engineer	Engineer	Traffic/Lighting	Water/Stormwater Engineer	Total	
Task #											
Preliminary Design & Right-of-Way Plans											
Roadway and Drainage											
4020.01	Roadway Design										
		Vertical Alignments	18			4	8			28	
		Driveways	8			16	28			52	
		Retaining Walls	2			4	16			22	
		Corridor Modeling (Roundabouts)	18			8	30			60	
4020.02	Storm Sewer Analysis and Design										
		Develop off site drainage maps and review							14	14	
		Delineate drainage areas and review							12	12	
		Development offsite drainage maps with areas							4	4	
		Calculate Yc, C and O values for all drainage areas							8	8	
		Develop existing drainage model from survey data and base map							16	16	
		Review existing drainage model and revise							4	4	
		Check gutter spread through out project							8	8	
		Develop model with single line schematics and flow calculations and review							8	8	
		Create plan/profile sheets					24		40	64	
		Gather all needed detail sheets							8	8	
4020.03	Waterline Relocation										
		Finalize waterline location							2	2	
		Call out / label all service hookups, main connections and fire hydrant locations							6	6	
		Prepare plan/profile sheets					24		32	56	
		Obtain all utility detail sheets							4	4	
4020.04	Preliminary Plan Production										
		Title Sheet	2			4	8			14	
		General Notes	2	2		2				6	
		Typical Sections	4			8	16			28	
		Survey Control Information				2	2			4	
		Sheet Layout				2	2			4	
		Plan/Profile Sheets	4	2		8	20			34	
		Entrance/Driveway Profiles	2			4	8			14	
		Retaining Wall Profiles	2			2	16			20	
		Concept MOT and Construction Sequencing	8	2		4	16			30	
		Pavement Marking Plans	2			4	16	16		38	
		Roundabout Geometric Details	16			8	24			48	
4020.05	Right-of-Way Plan Production										
		Title Sheet					2			2	
		Summary of Takings Sheet				2	2			4	
		Plan Sheets	2	2		4	8			16	
		LPA Process and Documentation	18			10				28	
4020.06	Utility Coordination										
		Utility Meetings (all utilities)	14			21	14		8	57	
		One-on-One Meetings	24			36	24		8	92	
4020.07	Quantities/Cost Estimate										
		Preliminary Quantities	2			8	24			34	
		Option of Probable Construction Cost	4	4		4				12	
Preliminary Design and Right-of-Way Plans Subtotal			146	12	10	105	338	16	180	687	

North Oak Complete Street Project Phase II

Basic Engineering Services

		Mike Vero	Mike Vero	Mike Vero	Christopher Douglas	Logan Lockwood	Debbie Grossman	Todd Bond		
		Rate \$	174.00 \$	214.00 \$	121.00 \$	103.00 \$	138.00 \$	147.00 \$	153.00	
Phase	Discipline	Item of Work	Project Manager	Senior Technical Advisor	Project Accountant	Senior Engineer	Engineer	Traffic/ Lighting	Water/ Stormwater Engineer	Total
Task 9										
Final Plans										
Roadway and Grainsage										
	4030.01	Roadway Design								
		Update Horizontal/Vertical Design and Corridor Model	8			4	12			24
		Curb Return/Intersection Design	2			10	20			32
		Sidewalk Ramp Design	2			12	32			46
		Access Management Design	8			8	24			40
	4030.02	Storm Sewer Analysis and Design								
		Verify preliminary design and data							4	4
		Final plans / City check list for submittal							4	4
		Final revisions							18	18
		Quantities							4	4
	4030.03	Hydrology Design								
		Verify preliminary design and data							6	6
		Final plans							4	4
		Quantities							18	18
		Final revisions								
	4030.04	Final Plan Production								
		Finalize Title Sheet	1			2	2			5
		General Notes and Recap of Quantities	1	1		2	4			8
		Finalize Typical Sections	2			4	4			10
		Finalize Plan/Profile Sheets	4	2		4	12			22
		Entrance/Driveway Profiles & Details	2			2	2			6
		Sidewalk Ramp Details	1			2	2			5
		Retaining Wall Profiles & Details	2			2	2			6
		MOT and Construction Sequencing Plans & Details	12	2		8	24			46
		Finalize Permanent Marking Plans	1			2	6			11
		Signing Plans & Details	2	1		4	16			23
		Erosion Control Plans & Details	2				16		4	22
		Concrete Jointing Details	2	1		4	12			19
		Incorporate Landscapes and Streetscape Elements	2				16			18
	4030.05	Utility Coordination								
		Revisions Coordination and Update Proposed Utility Plan	4			20	10			34
	4030.06	P&ID/SM/ Documents								
		Address Final Plan Comments	1			4	4			9
		Final Quantities	2			8	24			34
		LPA Process and Documentation	16			10				26
		Bld Documents and Job Special Provisions	20			20				40
		Chairman of Probable Construction Cost	4	4		4				12

North Oak Complete Street Project Phase II

Basic Engineering Services

			Name		Nick Voss	Mary Hanson	Alyssa Helmley	Christopher Douglas	Legan Lashbrook	Danielle Gonzales	Todd Bond		
			Rate		\$ 174.00	\$ 214.00	\$ 121.00	\$ 103.00	\$ 136.00	\$ 147.00	\$ 168.00		
Phase	Discipline	Item of Work	Project Manager	Senior Technical Advisor	Project Accountant	Senior Engineer	Engineer	Traffic/ Lighting	Water/ Stormwater Engineer	Total			
	Task #												
		Traffic Engineering and Lighting											
	7030.01	Traffic Signal Design											
		Traffic Signal Design	4					24		28			
		Signal Plan Sheets (5)	4				16	32		52			
		Traffic Signal Standards						4		4			
		Traffic Signal Specifications					4	8		12			
		Traffic Signal Quantities					2	4		6			
		Mid-Block Crossing Sheets and Details	8					16		24			
	7030.02	Lighting Design											
		Lighting Analysis						24		24			
		Lighting Plan Sheets					15	32		47			
		Lighting Standards					2	2		4			
		Lighting Specifications					2	2		4			
		Lighting Quantities					4	6		10			
		Final Plans Subtotal	117	11		138	291	154	58	767			

Phase		Name							
Discipline		Nick Vase	Mary Hansen	Alyssa Holmesley	Christopher Douglas	Legen Lashbrook	Daniela Gonzales	Todd Bond	
Task #		Rate \$	174.00	\$ 214.00	\$ 121.00	\$ 169.00	\$ 136.00	\$ 147.00	\$ 188.00
Item of Work	Project Manager	Senior Technical Advisor	Project Accountant	Senior Engineer	Engineer	Traffic/ Lighting	Water/ Stormwater Engineer	Total	
Bidding/Construction Phase									
Roadway and Drainage									
4040.01 Bidding/Construction Phase									
Respond to Contractor RFIs	32			8	32		8	80	
Review Shop Drawings	8						8	16	
Attend Pre-Bid Meeting	2			2				4	
Traffic Engineering and Lighting									
7040.01 Bidding/Construction Phase									
Respond to Contractor RFIs						16		16	
Review Shop Drawings						16		16	
Design Services During Construction Subtotal	42			10	32	32	16	132	
Basic Services Total Hours	663	27	70	385	897	256	302	2600	
Loaded Billied Rate	\$ 174	\$ 214	\$ 121	\$ 169	\$ 136	\$ 147	\$ 188		
Basic Services Labor Summary	\$115,362	\$ 5,778	\$ 8,470	\$ 65,065	\$ 121,992	\$ 37,632	\$ 56,776	\$ 411,075	
Basic Services Expenses Summary									
								Subconsultants: \$	283,352
								Wilson & Company, Inc. (Design Survey, R/W Documents)	\$ 76,700
								Geotechnology, Inc. (Geotechnical Design, Pavement Cores)	\$ 39,672
								Confluence (Aesthetics, Landscaping, PI Support)	\$ 166,980
								Printing/Plotting \$	500
								Travel \$	600
								Total Expenses \$	284,452
								Total Basic Services Fee = \$	695,527

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------|
| BOX A: | To be completed by any vendor that <u>does not meet the definition of "company"</u> above, hereinafter referred to as "Non-Company." |
| BOX B: | To be completed by a vendor that meets the definition of "Company" but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a vendor that <u>meets the definition of "Company"</u> and <u>has ten or more employees</u> . |

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES


I certify that WSP USA Inc. (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Scott M. Cogan

Authorized Representative's Name (Please Print)

WSP USA Inc.

Company Name


Digitally signed by
Cogan, Scott (cogansm)
Date: 2024.03.26
10:44:43 -05'00'

Authorized Representative's Signature

03-26-2024

Date